

Agreement  
*between*  
**University of  
Maine System**

*and*

**Associated  
C.O.L.T. Staff of  
The Universities of Maine**

*Clerical, Office, Laboratory and Technical  
Unit*

July 1, 2021 – June 30, 2023

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The Agreement between the University of Maine System and the Associated C.O.L.T. Staff of the Universities of Maine, MEA/NEA, July 1, 2021 - June 30, 2023 can also be found at the University's web site:

<http://www.maine.edu/pdf/coltcba.pdf> and at [www.acsum.org](http://www.acsum.org).

## **Article 1 - Recognition**

- A. The Board of Trustees of the University of Maine System (hereafter the Board) recognizes the Associated C.O.L.T. Staff of the Universities of Maine MEA/NEA (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine Labor Relations Act, in the clerical, office, laboratory and technical employees bargaining unit (hereafter unit members). Unit members are University employees in titles included in the clerical, office, laboratory and technical employees bargaining unit as a result of the Certification by the Maine Labor Relations Board on September 29, 1980, and any subsequent agreements reached between the parties. The University and the Association will jointly submit an amendment of the bargaining unit determination to the Maine Labor Relations Board reflecting changes in titles included in the unit due to the implementation of the Hourly Employees Classification and Compensation Program.
- B. The parties agree that during the term of this Agreement, in the event new titles are created or changes in job responsibilities of existing titles occur which may result in additions to or exclusions from the bargaining unit, the University shall inform the Association regarding such new titles or changes. The parties will discuss and attempt to reach agreement regarding the appropriate unit placement of such titles.
- C. If the parties disagree on the placement of a title, the matter may be referred to the Maine Labor Relations Board by either party for determination.
- D. Employees who hold titles which are included in the clerical, office, laboratory and technical unit and who are assigned to a single position of indefinite duration on an on-call basis without regular schedule shall be considered to be unit members upon completion of six (6) months of continuous employment, provided that their actual work over the six (6) month period evidences regularity. The provisions of Articles 9.A; B.1; B.5-6; 22.B-F; and 25 of this Agreement shall not be applicable to such employees.
- E.
  - 1. The University is authorized to appoint any employees who are able to return to work following absences involving Workers' Compensation to fill job openings in clerical, office, laboratory and technical unit positions notwithstanding the provisions of Article 23 of this Agreement
  - 2. Employees who are assigned to duties outside the job description for their classification on a temporary basis following an absence involving Workers' Compensation shall remain in the bargaining unit(s) to which their classification(s) was assigned immediately preceding the absence. In the event that such employees are members of the clerical, office, laboratory and technical unit, the provisions of Articles 6, 8, 9, 22, and 23 of this Agreement shall not be applicable to such employees during this period of temporary reassignment.
- F. The University and the Association agree to work mutually to enhance the quality of service of students and to the public. The Association and the University agree to cooperate with respect to productivity efforts in keeping with the terms and conditions of the collective bargaining Agreement.

## **Article 2 - Management Rights**

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

## **Article 3 - 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. The Association shall be allowed reasonable use of the intra campus mail system, as described in paragraphs 1-5 of the Memorandum of Understanding dated December 9, 1980 between the

Association and the University. The Association shall be allowed reasonable use of the University e-mail system for notices and informational materials.

3. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus.
4. The Association shall have access to the use of available campus office equipment at reasonable times.
5. 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.
6. The University shall allow at no cost to the Association the listing of a designated phone number for the Association in each campus directory.
7. The Association shall have access to designated bulletin board space on existing general purpose bulletin boards for the purpose of posting bulletins, notices and other appropriate material.
8. The University on a bimonthly basis, shall provide the Association with a standardized MEA electronic data file. The file shall contain the following information:

Collective Bargaining Unit	Original Hire Date
Unique ID	Title
Employee ID	Department
First and Last Name	Job Code
Health Plan Type	Job Entry Date
Address (home)	Employment Status
Gender	Regular / Temp
Birth Date	Time Base (full or part-time)
Education Level	FTE
Step	Union Code
Campus	Campus Address
Salary Base	Wage Grade
Coverage	Benefit Plan
Country	Soft Money
Contract Length	Work Year
E-mail address	

Once standardized, no changes will be made to the data file during the life of this Agreement.

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 in the amount required of other campus organizations.
- B. 1. The University shall permit a reasonable number of unit members, not to exceed seven (7), to participate as members of the Association's bargaining team in collective bargaining negotiations with the University, without loss of time or pay for attendance at such negotiations with the University which take place within a unit member's normal working hours. The Association, at the time that such negotiations are initially requested, shall inform the University in writing of the names of the seven (7) unit members designated to participate in negotiations without loss of time or pay. Adequate notice of the date and time of such negotiations will be given by the unit member to the unit member's supervisor. Pay for time not worked because of attendance at negotiations will be limited to the number of hours within the unit member's normal work schedule which are reasonably necessary to permit the unit member's attendance at a negotiation session.
2. a. The Association may designate one (1) grievance representative for each campus, except that the University of Maine shall have five (5) grievance representatives, and the University of Southern Maine shall have two (2) grievance representatives. In addition, the Lewiston-Auburn campus,

the Muskie Offices in Augusta and the University College of Bangor campus of the University of Maine at Augusta shall each have one grievance representative.

- b. The grievance representatives, during their normal working hours without loss of time or pay may, in accordance with the terms of this article, process and handle grievances. Scheduling of such activity shall be subject to the approval of the unit member's supervisor and the supervisor(s) of any unit member(s) in other departments or units who are to be contacted by the grievance representative. Such approval shall not be unreasonably withheld. Grievance representatives will fulfill all of their assigned work except when approved to leave their work to process and handle grievances as provided herein.
- c. The Association shall furnish the University with a written list of its grievance representatives and shall promptly notify the University in writing of any changes therein.
3. a. Representatives and officers of the Association shall be granted leave without pay to attend hearings in legal proceedings provided that adequate notice is granted to the University.
- b. Designated Association members shall be granted up to a total of two-hundred and forty hours (240) per fiscal year to attend conferences, bargaining team preparation sessions and/or training sessions sponsored by the Association. Written notice of such sessions shall be provided at least two (2) weeks prior to the event to the appropriate supervisor with a copy to the Office of the Director for Labor Relations.
4. Upon request and supervisory approval, the president or the vice president of the Associated C.O.L.T. Staff of the Universities of Maine shall be permitted to perform the business of that office during his or her normal working hours without loss of time, or pay, not to exceed a total of two hundred and forty (240) working hours per fiscal year for both officers. Supervisory approval shall not be unreasonably withheld. Such time may not be accumulated or carried forward from fiscal year to fiscal year. The Association shall report time used to the University Office of Labor Relations and the president's or vice president's respective campus supervisor as it is used.
5. a. No unit member shall be entitled to release time to participate as an Association representative in more than two (2) activities described in this Agreement.
- b. Whenever released time is granted for participation by a unit member as an Association representative in any activity described in this Agreement, such released time shall only be for the number of hours reasonably necessary for the unit member to participate in the activity.
- c. A bargaining unit member elected or appointed to a full-time Association position shall be granted an unpaid leave of absence not to exceed one (1) year. A written notice of this leave must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor (the supervisor may waive this time requirement). Time spent on leave will be credited for the purposes of seniority computation. A unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave.
- 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 meeting in a timely fashion.
- D. The University shall inform all unit members in writing of their obligation under Article 32, Section A to make an election as specified in the Agreement. Such notice shall be given to individuals in writing in the initial letter of appointment and shall include a citation to the ACSUM web site for new employees to use and ACSUM membership form. Upon the hiring of any new regular unit member, or the transfer of a current employee to the unit, the University shall promptly forward a copy of the appointment letter for said employee to the Maine Education Association.
- E. 1. Designated Association representatives shall have the right to meet with new unit members for up to 30 minutes for the purposes of a new employee Association orientation session.
2. Designated meeting times shall be during the workday and neither the employee nor the Association representative shall suffer a loss of pay or benefits.

3. The Association agrees to minimize the time away from work for Association representatives to carry out this function. In the event an extension or off campus location of a campus hires a new unit member, the Association will send the closest unit representative to the meeting.
4. A supervisor may in unusual circumstances notify the new employee and/or the Association representative that release time cannot be provided for a specific time or date due to work demands.

#### **Article 4 - Information to Unit Members**

- A. University supervisors shall meet with the unit members under their supervision to inform them of programmatic or operational matters which may affect their employment and to hear their views regarding such matters.
- B. The University shall make available to each unit member, via the University of Maine System's Website and Maine Street UMS Portal, current information regarding:
  - 1) employee information
  - 2) fringe benefits
  - 3) the unit member's job description
  - 4) this Agreement.

#### **Article 5 - Personnel File**

- A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept in the campus personnel office under conditions that insure its integrity, confidentiality and safekeeping. Contents shall include copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate material relating to the unit member's employment. Notwithstanding the above, letters of advice or counsel which do not meet the criteria for letters of reprimand given in Article 6E shall not be placed in the personnel file. Letters of Counsel are tools to provide clear direction to employees.
- B. Within twenty (20) working days, unit members shall be sent a copy of all material henceforth placed in the file. Beginning July 1, 1997, any material or correspondence addressed to a unit member, which is to be placed in the official personnel file shall be mailed cc: Personnel File. Anonymous or unattributed material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the official personnel file. This written response shall then be filed and attached to the appropriate material.
- C.
  1. Unit members shall have the right to examine their file in the presence of the file's custodian, or designated campus administrator(s), during the normal business hours of the office in which the file is kept. A unit member may obtain copies, either electronically or in paper, of any material in the personnel file once annually. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept. A unit member must produce identification to the file custodian prior to the examination of his/her file unless personally identified by the file custodian.
  2. A unit member whose regular work location is not in the same city or town as the location where her/his personnel file is maintained may request from the file custodian that a paper or electronic copy of the file be sent to the unit member at no cost to enable the unit member to examine the file. The request must be a signed written request or sent from the unit member's Maine.edu account. The copy of the file will be sent to a University physical address or a member's Maine.edu e-mail address. Such a request may be made no more than once per year. The file custodian will provide the requested copy of the file as soon as practicable and no later than ten (10) business days after the request.
- 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 any relevant accomplishments. A unit member may indicate in writing to the personnel office 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 removal. A unit member shall have the right to remove a written warning notice one (1) year after the notice was issued, provided that no other disciplinary action has taken place during that year.

- E. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the official personnel file except that letters of advice/counsel may be used by the University as documentation of prior discussions to support subsequent personnel actions in the specific area covered by the memorandum for 12 months following the issuance of the letter. Recommendations by reviewing individuals shall be placed in the official personnel file as soon as the decision is reached in the specific personnel action. Recommendations by reviewing individuals or bodies which pertain to a unit member's consideration for positions other than the position which he or she holds, shall not be placed in the personnel file. A unit member, and/or the Association upon written authorization of a unit member shall have the right to inspect and receive a copy of any such recommendations pertaining to that unit member which are not included in the personnel files and are in the possession of the University.
- F. The official personnel file shall be available to authorized campus administrators responsible for the review and recommendation of a unit member with respect to any personnel actions. The unit member shall be advised when the file is reviewed for consideration of promotions, or demotions or disciplinary action.
- G. 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 or campus administrator. The Association or the duly designated representatives shall be subject to the same rules on access and copying that are applicable to the unit member.
- H. 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.

### **Article 6 - Discipline**

- A. The University shall not discipline, suspend without pay, demote for disciplinary reasons, or discharge any unit member without just cause.
- B. A unit member who is discharged or suspended shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the unit member's last known address according to University records, of the discharge or suspension and the reasons therefore.
- C. The Association shall be given prompt written notice of the written reprimand, discharge or suspension of any unit member.
- D. The University agrees that it will follow the principle of corrective discipline for minor offenses prior to effecting a discharge or suspension without pay of a unit member.
- E. A written reprimand notice shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which a reprimand is based, provided that the unit member has received no other written reprimand during such period. Any letter of reprimand shall (1) clearly state that it is a letter of reprimand and (2) notify the employee that further disciplinary action may follow if the problem is not corrected. Letters of advice or counsel which do not meet these criteria shall not be considered notice of reprimand.
- F. Any unit member discharged must be paid in full for all wages owed him or her by the University, including overtime, compensatory time, and unused earned annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.
- G. A grievance regarding the discharge or suspension without pay of a unit member may be initiated at Step 2 of the grievance procedure as set forth in Article 10, Section C, within twenty (20) days after the notification of the discharge or suspension without pay.



- H. Sections A and D of this Article shall not be applicable to any unit member until he or she has actively worked for the University for at least six (6) months. Any period of layoff, leave without pay or period of time which is not included within the unit member's work year shall not be considered to be active work.

### **Article 7 - Evaluation**

- A. The University shall provide an evaluation system(s) for the continuing assessment of each unit member's job performance.
- B. Each evaluation system shall provide for an evaluation in writing by the supervisor(s) of the unit member. Evaluations shall be documented on the official evaluation form attached hereto as Appendix A but this does not preclude the inclusion of any other necessary materials or documents to supplement information on the evaluation form. Such written evaluations shall include the following:
1. Adequate information identifying the employee being evaluated, his or her job classification and department, the supervisor responsible for the evaluation, and the occasion for the evaluation.
  2. An evaluation of the employee's knowledge, quality of and output of work with respect to the employee's job description.
  3. An identification and evaluation of the employee's knowledge, quality and output of work with respect to any duties being performed which are not enumerated in his or her job description.
  4. An evaluation of other skills, abilities or attributes relevant to the employee's job performance, future potential and/or achievement of University goals and objectives.
  5. Recommendation regarding relevant personnel actions
  6. An overall summary rating of job performance as either satisfactory or unsatisfactory. Any unsatisfactory rating shall require documentation of unsatisfactory performance and that a performance improvement plan (PIP) be put in place. No PIP shall be required for regular employees where cause exists for termination of employment and no PIP shall be required for probationary unit members.
- C. Evaluations of all unit members shall be conducted annually within the sixty (60) day period prior to a unit member's job entry date. In the event that a unit member's job entry date and the sixty (60) day period preceding it are not within the unit member's work year, the evaluation for such unit member shall be conducted during the final sixty (60) days of the work year. D. The supervisor responsible for the conduct of the evaluation shall meet with the unit member to discuss the unit member's performance.
- E. A copy of the final written evaluation shall be provided to the unit member within seven (7) calendar days of its completion by the supervisor.
- F. The unit member shall sign and return a copy of the evaluation to the supervisor within seven (7) calendar days of its receipt by the unit member only for the purpose of acknowledging receipt of the evaluation. An unsigned copy of the written evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within the seven (7) day period.
- G. The unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.
- H. The evaluation and timely response, if any, shall become part of the personnel file.
- I. If, within 30 days following a unit member's job entry anniversary date, the University has not completed an evaluation in accordance with Sections C-F of this Article, the unit member's performance shall be considered satisfactory for the year. If a unit member is eligible for a step increase on the job entry anniversary and an evaluation has not yet been completed, the step increase shall be implemented.

The optional hourly employee's self-assessment form shall be totally voluntary and employees shall suffer no reprisals or pressure from supervisors to complete this Section.

- J. A campus or department may establish an alternate annual schedule for evaluation of unit members, which shall be communicated in writing to affected unit members and the Association at least (90) ninety days prior to the effective date of the alternate schedule. The change to an alternate evaluation schedule shall not be used to avoid awarding of a satisfactory performance, due to a late or missed evaluation. The alternate schedule of evaluation shall include only the previous twelve month period, or from the original anniversary date forward, whichever is shorter. If the annual evaluation is not conducted within (30) thirty days of when it should have been conducted, the evaluation shall be considered satisfactory for that year.
- K. A Performance Improvement Plan may be an appropriate tool for the management of employee job performance when documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. A PIP can occur following an unsatisfactory evaluation or at any other time where documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor.

Any Performance Improvement Plan (PIP) used in the performance management of ACSUM unit members shall be accompanied by documentation or evidence of unsatisfactory performance and shall be drafted with an opportunity for input of the affected employee. PIPs shall be documented on the PIP form attached in Appendix J and shall meet the following criteria:

1. All performance deficits will be clear, specific, and supported by evidence
2. Goals shall be specific, objective, and measurable
3. Where and when applicable and appropriate a statement of the assistance to be provided by the supervisor and/or others shall be connected to each objective.
4. A timeline for the evaluation and completion of the PIP. PIPs shall be for no longer than 90 days. However, this does not preclude subsequent PIPs.

In the instance where a PIP is completed in a satisfactory fashion the PIP shall be clearly marked as having been completed satisfactorily.

### **Article 8 - Position Review and Reclassification Procedure**

- A. Each unit member shall be assigned to a classification specification in the Hourly Employees Classification and Compensation Program (HECCP). Classification specification documents shall be maintained on the University of Maine System website.
  1. The HECCP classification description shall be the only official job description for a unit member. The classification description will be the only job description used in evaluation and discipline.
  2. When HECCP is implemented, all existing site specific job descriptions will no longer be applicable.
  3. The supervisor may provide written or oral information about specific assignments and responsibilities. Assignments shall be consistent with the applicable classification specification, except that reasonably related assignments may be made, so long as they do not violate Article 24 regarding out of title work.
  4. A job posting may contain information about responsibilities and skills needed specific to the vacant position. The campus office of human resources will ensure that this information is consistent with the HECCP classification specification. The posting will also contain the job code to refer potential applicants to the classification description.
- B. In the event that a unit member believes that his or her duties are significantly different from those outlined in the unit member's official job description, the unit member may request a position review. Official

forms to request a position review shall be made available at designated offices on each campus and on the UMS website. A copy of the form is included as Appendix H.

1. The unit member shall submit a completed and signed position review request form and questionnaire outlining the unit member's current job duties and responsibilities to his or her appropriate supervisor. The unit member's immediate supervisor shall complete the supervisor's responses to the position questionnaire and forward the request form and questionnaire within twenty (20) working days for consideration to such administrative officers as the University deems appropriate. Failure to comply with the request within twenty (20) working days shall have no effect on the disposition of the position review. A copy of the request, including supervisor responses to the questionnaire, shall be given to the unit member at the time that it is forwarded to Human Resources.
  2. If the designated administrative officer(s) at the campus disapprove(s) the position review, the unit member shall be provided with a written statement of the reason(s) for denial of the position review.
  3. In the event that the request for position review is approved by designated administrative officer(s) at the campus, a position audit shall be scheduled. The position audit shall include a review of the questionnaire outlining the unit member's current job duties and responsibilities. The audit also may include an on-site evaluation.
  4. The audit shall result in findings as to whether the duties being performed by the unit member are significantly different from the duties outlined in the official job description for the unit member's job classification. Such findings shall be made in accordance with HECCP criteria outlined in Section L below and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the unit member shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the unit member.
  5. The wage rate for unit members who are reclassified to another job classification shall be determined in accordance with Article 11. The campus human resources office will calculate the new wage and communicate it to the unit member.
  6. The effective date of an approved reclassification shall be the date that the completed position review request form and position questionnaire were submitted to the appropriate supervisor by the unit member.
  7. The unit member's merit review date shall be the effective date of the reclassification, except that the unit member's merit review date shall not change in the event of a reclassification to a classification in the same wage grade.
  8. The University shall process all position review requests within ninety (90) days from the date that the request is received by the campus Human Resources Office.
  9. A grievance regarding the results of a position review may be initiated at step 2 of the grievance procedure, as set forth in Article 10, Section C, within twenty (20) days after notification of the results.
  10. All reclassification reviews will be conducted using HECCP criteria for classification in effect at the time of execution of this Agreement. The criteria to be used for classifying jobs include but are not limited to the HECCP job families, job specifications and the career level matrix. When the analysis of a job during the reclassification process results in a career level matrix score of between 1.41 and 1.59 or between 2.41 and 2.59, the reviewer shall be required to write brief explanatory notes which describe the reason for the career level assignment rendered.
- C. Professional Growth – The University of Maine System and ACSUM agree that opportunities for professional advancement for ACSUM unit members is an important component of workforce development and promotes employee morale and retention. To this end, UMS and ACSUM agree to establish a formal program of professional advancement for employees through career levels of the HECCP.

Program parameters:

1. Unit member shall apply for the professional advancement program directly with the supervisor. Unit members must have been employed in the current position for a minimum of (1) one year and attained at least satisfactory performance reviews.
  2. Supervisor and unit member shall jointly review department needs and workflow in order to identify if career level advancement is supported by the work needs of the department.
  3. If mutually agreeable, supervisor and unit member shall then jointly draft a professional growth plan for the addition of duties and responsibilities to be phased in over a maximum of a (6) six month transition period with a formal assessment of progress at the (3) three month point.
  4. The unit member shall receive a career ladder advancement at the end of the transition period provided work performance has been satisfactory in the new role.
  5. If the professional growth plan is not successfully completed, the unit member shall return to the prior regularly assigned responsibilities at the current career level.
- D. In the event of the need to modify the duties of a classification or to develop a new classification, the University shall revise or develop the job specification accordingly, and shall notify the Association in writing. Upon its request, the Association may meet with the University to discuss the impact of the revision(s) on unit members. The DBM level for a new or modified classification shall be maintained or revised in accordance with the existing HECCP job evaluation criteria and shall be subject to negotiation between the University and the Association.

### **Article 9 - Work Week, Work Schedule, and Work Assignments**

- A. 1. The work week for full-time regular unit members shall be a forty (40) hour week, not including unpaid meal periods.
2. Work schedules shall be determined by the University. In the event that a unit member's regular work schedule is changed to a different regular work schedule by the University, the University shall inform the unit member of the change at least fourteen (14) days prior to its effective date. Such changes in work schedule shall only be made for bona fide program or financial reasons. In the event the new work schedule will cause the unit member substantial personal hardship, and he/she has more than four (4) years of University service, then he/she may displace another unit member, according to the provisions of Article 22, Section B.5 or move into a vacant position according to the provisions of Article 22, Section B.4.
  3. Full-time regular unit members, in addition to the unpaid meal period, will be allowed two (2) fifteen (15) minute paid rest periods (i.e. from the time an employee stops working to the time he/she resumes working) on each regular workday, which will be scheduled by the appropriate supervisor. Part-time regular unit members, except those required to remain on the job continuously for their workday, will be allowed one (1) fifteen (15) minute rest period (i.e. from the time an employee stops working to the time the employee resumes working) on each regular workday, which will be scheduled by the appropriate supervisor.
  4. The University supports the use of flexible schedules by unit members. Unit members may apply in writing to their respective supervisor requesting specific schedule modifications. If a request is denied, reasons must be provided in writing to the employee upon denial. The University decision will be based on what is in the best interest of the University. In the event that the University intends to exercise its authorities under other sections of this Agreement to permit flexible schedules by unit

members, on a University-wide or campus-wide basis, the University will provide affected unit members and the Association with an opportunity to comment thereon.

5. The University Telecommuting Guidelines dated December 10, 2008 are hereby amended as follows for the purpose of approving telecommuting agreements for employees represented by the Association. In the event that more than one unit member in the same classification and the same department wishes to participate in the telecommuting program of the University and in all other aspects they possess equal qualifications, the most senior unit member shall receive the telecommuting assignment, if both cannot be approved.
  6. If mutually agreeable between the employee and supervisor, unit members shall be allowed to work from home on an intermittent basis to complete short term projects, to deal with inclement weather, or when an employee needs to work from home to care for a sick family member or other short term needs.
- B.
1. When the University determines that work by unit members on an overtime basis is required, it will make reasonable efforts to equitably distribute such work to qualified unit members working in the affected office or other similar work area.
  2. Unit members required by the University to be in active pay status more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times the regular rate of pay. The University may choose to provide such compensation in the form of paid time off with prior notice to the employee. Compensatory time shall be granted on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked.  
  
Compensatory time usage shall be at the discretion of the unit member, subject to supervisory approval. Requests for usage shall be submitted as far in advance as possible. Supervisory approval shall not be unreasonably withheld or denied.
  3. Compensatory time earned shall be taken subject to supervisory approval. Such approval shall not be unreasonably denied.
  4. No unit member shall be permitted to carry forward more than sixty (60) hours of compensatory time from one pay period to the next. If, at the end of any pay period, a unit member has accumulated more than sixty (60) hours of compensatory time, the University shall pay the unit member for the accumulated hours in excess of sixty (60) hours at the unit member's regular rate of pay.
  5. In the computation of eligibility for overtime pay or compensatory time, any hours paid for but not worked which are included in the regular work schedule shall be counted.
  6. The University shall not unilaterally change a unit member's regular work schedule for the sole purpose of avoiding the payment of overtime compensation.
  7. The University will record compensatory time earned, used and accumulated, and will supply this information to each unit member at least biweekly.
- C.
- Where a unit member is assigned work by two (2) or more persons, it shall be the responsibility of the unit member's appropriate supervisor to resolve conflicts in work assignments which arise.
- D.
- The University may appoint a new unit member to a non-renewable fixed length appointment for a specified duration which shall not exceed two (2) years. This provision does not preclude the appointment of a current Unit member where that person voluntarily sought such an appointment. Employment shall be for the length of the appointment except in the case of termination for just cause or discontinuance for bona fide financial or program reasons. Non-renewable fixed length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and University. The provisions of Article 22 of this Agreement shall not be applicable to such employees. In the event unit members, appointed to a non-renewable fixed length appointment, are reappointed to a continuing appointment without a break in service, their seniority date shall be established as the original date of hire as a regular employee.

- E. 1. A full-time regular unit member with five (5) full-time equivalent years of continuous service may request a reduction in work schedule when it is mutually beneficial to the University and the unit member and be eligible for certain pro-rated benefits available to full-time regular unit members as described in Articles 12, Sections A.3. and B.3.; 13, Section B.; 21, Section B.2. and 22, Sections C and D. The work schedule reduction shall be to no less than one-half (1/2) time to be eligible for pro-rated benefits. The work schedule reductions shall be for an indefinite duration with no right to return to full-time regular status unless specifically agreed to in writing between the University and the unit member at the time the reduction occurs. Requests by unit members for work schedule reductions shall be made at least two (2) months prior to the requested effective date. This time limit may be waived by the campus. Final approval or disapproval of work schedule reduction requests shall be at the sole discretion of the campus president or the president's designee and communicated to the unit member in writing.
2. The provisions of Section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members with the full-time equivalent of five (5) years of continuous service who have had work schedules reduced from full-time regular work schedules in accordance with Section A.2. of this article.
3. The provisions of section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members who have the full-time equivalent of five (5) years of continuous service (e.g. ten (10) years of half-time service.)

### **Article 10 - 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.

#### 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 and other days the University is closed due to extenuating circumstances, as described in Article 19, Section A.

#### B. Informal Procedure:

A complaint may be presented informally to the supervisor or administrator whose decision or action is being contested.

#### C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussion the grievant, within twenty (20) 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 designated administrator the written signed grievance form (Appendix B). Upon receipt of the written grievance, a grievance number shall be obtained from the Office of Human Resources and assigned to the grievance by the administrator. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance.

Step 2: In the event satisfactory resolution is not achieved in Step 1, 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 or 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, or is based on a complaint of an act or omission by the chief administrative officer or his or her designee, 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 (Appendix C).

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association or the Grievant, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the Chancellor or his or her designee the written grievance form, 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 or the Grievant, within twenty (20) days following the action or omission giving rise to the grievance or the date on which the Association or the Grievant 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 (Appendix C).

- Step 4: a. In the event a grievance is not satisfactorily resolved at Step 3 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 3 answer or the date the answer is due, if no answer is provided. The parties shall confer within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.
- b. 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.
- 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 unit members.
- d. An arbitrator may award lost compensation where appropriate, 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.

D. Duplicate Proceedings:

Employees may also have rights to pursue claims or complaints through outside agencies, including, but not limited to, the Office of Civil Rights and Maine Human Rights Commission.

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 only by an Association designated representative, or professional staff or counsel of the Maine Education Association.
3. When a unit member is not represented by the Association at Steps 1 and 2, the Association shall have the right and a reasonable opportunity to be present and to state its views at any meeting between the

grievant and the University after the submission of the written signed grievance form. The Association shall be informed of the disposition of the grievance and will receive a copy of any written grievance decision.

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 B and C) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 2 and 3 the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. A meeting shall be held at Step 3 upon the request of either party. 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 at Step 2 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 the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.
10. No complaint informally resolved or grievance resolved at Steps 1, 2 or 3 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the 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. 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.
13. Acts or omissions which occurred prior to this Agreement shall neither be grievable nor be evidence of a violation of any term of this Agreement.

### **Article 11 - Wages and Overtime**

- A. The COLT Wage Schedule in Appendix D-1 (FY2022 Wage Schedule) shall be in effect July 1, 2021 to June 30, 2022. The wage schedule shall be updated July 1, 2021 to reflect the wage increases specified in 2 and 3 below.
  1. Based on the market analysis related to job families used to create the University's wage schedule for all hourly employees as a part of the Hourly Employees Classification and Compensation Program (HECCP), July 1, 2013 to June 30, 2015 the start rate for positions in the Clerical, Office, Laboratory and Technical Unit shall be step 1 on the Wage Schedule, except for those job families listed below.



Determination of start steps for positions assigned to the Clerical, Office, Laboratory and Technical Unit for future contract period wage schedules will be contingent on future market study findings.

- a. Start rates for the following job families shall be as indicated:
  - b. Child Care Step 3
  - c. Information Technology Step 2
2. Effective July 1, 2021 the COLT Wage Schedule which was in effect on June 30, 2021 shall be increased by 2% plus \$2.25.
3. Effective July 1, 2022, the COLT Wage Schedule which was in effect on June 30, 2022 shall be increased by 2.5%.
4. Effective July 1, 2022, a unit member with satisfactory performance will be placed on the next higher step in the appropriate wage band of the FY2023 Wage Schedule (Appendix D-2).
5. A unit member who is denied step movement based upon unsatisfactory performance on their annual evaluation who then successfully completes a performance improvement plan shall receive the step increase upon completion of the plan and achieving satisfactory performance. The step increase shall be on the date of successful completion of the plan. The anniversary date for future step increases shall not change.
6. Except as permitted under this Article and changes as a result of HECCP, the assignment of wage grades to classifications which are included within the unit will not be altered for the duration of this Agreement.
7. The following conditions apply to all wage increases and the one-time payment described in A.2.:
  - a. A unit member must be actively employed as of the pay period in which an increase is processed to be eligible for the increase and any retroactive pay.
  - b. Unit members at the top step for the appropriate wage grade for their classification or whose hourly rate exceeds the top step for the grade are not entitled to further step movement.
8. There shall be no entitlement to further step advancement beyond the June 30, 2023 expiration date of this Agreement and employees shall remain at their respective step until such time as further step movement is provided for in a successor collective bargaining agreement.
9. The Association and the University specifically agree that no unit member shall receive any hourly rate increase beyond the expiration date of this Agreement, except in the case of promotions described in Section B, or reclassification described in Article 8.
- B. The parties shall meet and discuss the development of an incentive pay program to be negotiated in a subsequent agreement.
- C. Unit members who are promoted to a different job in a higher wage grade shall be placed on the step of the new wage grade of the C.O.L.T. Unit Wage Schedule that provides at least a 5% increase to their hourly rate.
- D. Unit members who are demoted to a different job in a lower wage grade shall have their new hourly rate established in the following manner:
  - a. calculate the percentage of the current hourly rate of the current Start Step;
  - b. apply the resulting percentage to the Start Step in the new wage grade;
  - c. and, place on the step that provides at least the calculated rate.
- E. Unit members who are transferred to another classification in the same wage grade shall retain the same hourly rate as they received in the previous job.
- F. The evaluation date for unit members who are promoted, demoted or transferred to a substantially different classification shall be the effective date of the promotion, demotion or transfer. The evaluation date for

unit members who are transferred within the same classification or to another classification in the same wage grade which is not substantially different shall not be changed.

- G. The University will pay a shift differential of forty (40) cents per hour to any unit member who works a normally scheduled shift the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. Such differential will be applicable to all hours of such shift and is in addition to the unit member's regular rate of pay.
- H. Whenever two or more premium rates may appear applicable to the same hour or hours paid there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.
- I. All unit members shall receive pay checks by means of direct deposit/electronic funds transfer to the employee's account at a financial institution.

### **Article 12 – Insurance**

- A.
  - 1. The University will provide the current health plan, as modified below or in accordance with Section 3 or a comparable plan for all full-time regular unit members. The parties agree to the introduction of an additional medical insurance plan option, starting in plan year 2016. Such a plan option will be developed with EHPTF, UMS, and approved by the ACSUM Executive Board and will have the same premium share percentages used to calculate the UMS and employee contributions as existing health plan choices. The plan will be priced together with all UMS health plans with the price set on an actuarial basis as compared to other plans.
  - 2. Employee premium payments will be calculated at the same employee premium share percentages based on the rates in effect for each plan year subject to the provisions of Section 3. Employees shall have the premium payments deducted bi-weekly from their pay.
  - 3. Effective with the group health plan renewal for January 1, 2015, health plan provisions and employee contribution shares will be determined as follows:
    - a. The Employee Health Plan Task Force (EHPTF) will continue as a Task Force appointed by the Chancellor with ACSUM participation to make recommendations to reduce the cost trend of the UMS group health plan through creating a culture of health, plan design changes, wellness initiatives, and medical care payment reform.
    - b. Calculations of the health plan renewal percentage increase (decrease) will be based on actual claims experience through August, available in mid-September. A preliminary estimate of the renewal percentage will be available in July and will be updated in August and September with the most recent experience.
    - c. For purposes of this section the term “premium” is used to refer to the actuarially determined working rate premium equivalent for the self-insured plan.
    - d. If the health plan renewal is 4.5% or less, UMS will pay 90% of the increase for unit members who qualify for the Level 1 wellness incentive premium share as stated in Section C.3.g.i below and 80% of the increase for unit members who do not qualify for the wellness incentive premium share. The unit member will pay the remaining 10% or 20% of the increase.
    - e. If the health plan renewal increase is estimated to be greater than 4.5%, UMS and ACSUM 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.

- f. If the parties are not able to reach agreement on plan changes that reduce the increase to 4.5% or less, the cost share for the portion of the increase in excess of 4.5% will be as follows: unit members will pay 50% of the increased cost above 4.5% and UMS will pay 50%. A unit member's premium contribution will not exceed 15% of the total premium for unit members who qualify for the wellness incentive premium share or 27% for those who do not qualify for the wellness incentive premium share.
  - g. When the increase in the plan premiums rates exceeds 4.5% and unit members consequently pay 50% of the increase amount above 4.5%, the parties will determine the difference between the rate a unit member would have paid if paying 10% of the full increase for single coverage and the actual rate charged to unit members with single coverage. This will be referred to as the "incremental cost share." The amount accumulated at the single coverage rate will be proportionately increased to apply to two person and family coverage.
  - h. The amount of accumulated incremental cost shares may be lowered in any year in which the health plan renewal increase will be less than 4.5% using the following methodology:
    - The aggregated amount of incremental cost share will be determined by multiplying the incremental cost share for each level of coverage by the number of plan participants with that level of coverage as of September 30.
    - The total dollar amount of aggregated incremental contributions may be used to reduce the premium contribution of plan participants. The unit member's contribution shall not be less than 10% of the total premium for the applicable coverage level.
  - i. Each year the share of any premium increase will be determined as described above and that amount will be added to the premium contribution amounts of the unit member and the university.
  - j. If during the term of an expired contract the health plan renewal percentage is greater than 4.5%. unit members will have the ability to declare a financial hardship and defer the amount of the employee's premium share equivalent to the 50% increase amount above 4.5%. This deferral will remain in effect until a successor agreement is reached at which time the sum of the deferred monies will be collected from an employees' first post contract execution paycheck. Should an employee who elects this deferral separate prior to a successor agreement being reached any deferred monies shall be collected from the employee's final paycheck.
4. 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 each two year period 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 in the third quarter the following year and each corresponding third quarter in subsequent two year cycles.
  - b. During the term of the agreement all state and federal health insurance mandates, including those regarding mental health services, that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under this terms of this Agreement. If a state or federal mandate results in a mid-year premium change, the employee will continue to pay the same percentage share of the new premium.
5. Prescription Drug Plan (Subject to change per the provisions of 3.) –

- a. There shall be a four (4) tier plan per 30 day supply: \$10.00 for preferred generics, \$15.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications. Prescriptions shall be subject to step therapy to ensure use of the most safe, effective drugs.
  - b. A mail order option is available through the health plan administrator that provides for receiving a 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.
- B. 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 to incorporate the following features.
    - a. Implement quality and cost tiered network for hospitals.
    - b. At the time of open enrollment, unit members may select a PCP regardless of the plan in which they participate.
  2. Plan design changes. The plan design changes in Appendix G will be incorporated in the UMS Group Health Plan. Plan design changes made under the provisions of A.3 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 wellness and care management strategies.
    - b. **Effective February 1, 2013 the following wellness incentive program applies to the UMS Group Health Plan:**
      - i. A wellness incentive premium share shall be applicable to all unit members who complete the requirements of Level 1 of the wellness incentive program. All references to the wellness incentive premium share in this Article refer to sections B.3.b.ii and iii. below.
      - ii. Full-time, regular unit members who complete the Level 1 wellness incentive program as described in **Section B.3.g.i** below will pay an average of 10% of the total health plan premium applicable to their coverage level.
      - iii. Part-time regular unit members who complete the Level 1 wellness incentive program as described in **Section B.3.g.i** below will pay the premium share as described in Sections D.1 and D.3 of this Article.
      - iv. Unit members who do not qualify for the wellness incentive premium shall pay premiums as described in sections B.3.b v. and vi. below. All references to the non-incentive premium share in this Article refer to sections B.3.b.v and vi. below.

- v. Full-time unit members who do not complete Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until the Level 1 wellness incentive program is completed.
- vi. For part-time unit members who do not complete Level 1 of the wellness incentive, the premium share shall be increased by 10% of the total premium until the Level 1 wellness incentive program is completed. For example, an employee who would otherwise pay 50% of the total premium will pay 60% of the total premium.
- c. All adults (unit member and spouse or domestic partner) who are included in the unit member's coverage must complete the requirements of Level 1 in each calendar year for the unit member to be eligible for the wellness incentive premium share.
- d. All unit members must complete Level 1 of the wellness incentive program as described in **Section B.3.g.i** below in each calendar year of this Agreement to qualify for the wellness incentive premium share. Once the unit member qualifies for the wellness incentive premium share, that share will begin in the month following the date on which the unit member qualifies and continue until March 31 of the following calendar year. The unit member may complete Level 1 for the new year prior to March 31 and continue the wellness incentive premium share. If Level 1 is not completed, unit members will pay the non-incentive premium share until the Level 1 wellness incentive program is completed.
- e. Unit members initially employed on or after January 1, 2014 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 B.3.g.i 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 .
- f. Unit members who participate in Level 2 of the wellness incentive program as described in subsection g.ii below will receive an additional taxable incentive of \$100 per adult (unit member, spouse, or domestic partner) for completing Level 2 in each year of this Agreement.
- g. Wellness Program Requirements
  - i. **Level 1 (Deadline March 31 of any plan year)**  
Unit member, spouse or domestic partner will need to obtain Level 1 by:
    - Meeting with a wellness coach onsite or with technology, OR
    - Receiving a Preventative Health Screening between April of the prior year and March of the current plan year.
  - ii. **Level II – Requirements in addition to completing Level I (Deadline = November 30 of any plan year)**
    - Unit member, spouse or domestic partner will need to obtain Level 2 by: Participating in wellness activities described on the UMS Wellness website, OR
    - Completing an individualized coaching plan with a wellness coach (onsite or via technology)

- h. 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)
- i. Each unit member will receive unlimited free use of campus fitness facilities outside normal work hours by the unit member and immediate family members who are enrolled in the UMS health plan, subject to facility rules such as age limitations.
- 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.
- 5. The Association may continue to participate in the Employee Health Plan Taskforce. The Association may have two representatives who shall have paid release time during normal working hours to attend scheduled meetings
- C. The University of Maine System urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.

Each full-time unit member may be granted up to thirteen (13) hours of release time each fiscal year to be used to attend, with supervisory approval, University sponsored wellness programs, including participation in biometric screenings and completion of the health assessment. Release time for this purpose does not carry forward from year to year. The university will explore the feasibility of having wellness release time credited as a leave balance to each unit member each fiscal year. Implementation of this feature will be contingent on availability of resources to carry out the technical implementation.

The University will make available opportunities for unit members to use university computer equipment for wellness incentives. Such use of computers shall be in locations and at times specified by the university.

- D. 1. For part-time regular unit members who are regularly scheduled to work at least twenty (20) hours per week, the University will make available personal Single Plus 1 and/or family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay one-half (1/2) of the premium cost for the unit member's personal coverage and one-half (1/2) of the premium cost for Single Plus 1 or family coverage.
- 2. Part-time regular unit members who meet the criteria established under Article 9 E.1, 2, or 3 shall be eligible for group health and dental coverage. Participating unit members shall pay any premium for which full-time regular unit members are responsible.
- 3. For part-time regular unit members who are regularly scheduled to work at least 30 but less than 40

hours per week, the University will make available personal, spouse and family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay sixty percent (60%) of the premium cost for the unit member's personal coverage and sixty percent (60%) of the premium cost for the spouse or family coverage.

- E. University representatives will meet with designated Association representatives to explain the factors underlying any increase in premium amounts.
- F.
  - 1. The University will provide for all full-time regular unit members the existing or equivalent basic life insurance coverage. The premiums for this insurance shall be paid in full by the University.
  - 2. For part-time regular unit members who are regularly scheduled to work twenty (20) or more hours per week, the University will provide life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular unit members. Premiums for this insurance will be paid in full by the University.
  - 3. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible for life insurance coverage equivalent to the basic life insurance which is provided to full-time regular unit members. Unit members shall pay for any premium for which full-time regular unit members are responsible. Basic life insurance will be based on the unit member's reduced part-time wages.
- G. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, basic accidental death and dismemberment insurance, long-term disability insurance, and Workers' Compensation. The cost for these insurances will be borne by the University and/or unit members in accordance with existing practice.
  - 1. Effective with the plan year beginning January 1, 2016 long-term disability coverage will be modified to limit mental/nervous, substance abuse, and non-verifiable conditions to 36 months of coverage. The plan will be further modified to allow cost of living allowances for the first 24 months of coverage only.
  - 2. Effective upon execution of the agreement UMS will:
    - a. discontinue providing the employer and employee 403b contributions for employees on long-term disability leave.
    - b. UMS healthcare shall continue for a period of 24 months for those employees on long-term disability leave, subject to employee contributions.
    - c. UMS provided life insurance shall continue for a period of 36 months for those employees on long-term disability leave.
    - d. UMS shall discontinue all past sick leave practices under the long-term disability program. The parties agree employee leave benefits are those specifically identified and provided for under the terms of this collective bargaining agreement subject to any requirements of state and or federal law.
- H. Unit members may register a domestic partner for purposes of receiving University benefits. A domestic partner who is registered shall be considered to be equivalent to a spouse for purposes of University benefits, such as health insurance, bereavement or disability leave, tuition waiver, and use of University facilities. Registration of a domestic partner shall be in accordance with University Policy and all federal and state laws.
- I. The University will offer dental insurance with a choice of three different plan designs beginning January 1, 2021. The University will pay 100% of the premium for the option that is equivalent to the traditional plan design for the regular, full-time employee.

The employee may select any offered plan, and/or enroll eligible dependents, by paying any balance in excess of the University's cost for an employee on the traditional plan. For part-time regular employees, UMS will cover half of the employee's premium, up to the amount that is equal to half of the "traditional" plan premium for employee-only coverage. The employee may enroll eligible dependents by paying any balance in excess of the University's cost for an employee on the traditional plan.

- J. In the event of the death of an actively employed unit member, dependents currently covered on UMS medical and/or dental plans will be allowed to remain on those insurance plans for up to 90 days at the active employee rate.

### **Article 13 - Retirement**

- A. The University will provide for all full-time regular employees and part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3, the existing or equivalent retirement plans.

#### **B. DEFINED BENEFIT PLAN**

1. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) shall be amended as agreed by Associated C.O.L.T. Staff of the Universities of Maine and the University of Maine System effective May 1998 and January 1, 2001, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards. Plan participants are eligible unit members who elected to continue participation in this program as of July 1, 1998.
2.
  - a. The University agrees to provide for COLT unit members, who are participants in the defined benefit plan, a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of a unit member's base wages for each one percent (1%) any unit member contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating unit members shall make contributions in whole number percentages. TIAA-CREF or other approved vendor shall administer payroll deducted funds which shall be remitted by the University once monthly.
  - b. The University and the Association agree that the plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA-CREF and other approved vendor guidelines.
  - c. Unit members covered under the defined contribution retirement plan shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan.
  - d. Unit members upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

#### **C. DEFINED CONTRIBUTION**

1. For newly hired unit members, participation in the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) is mandatory during their employment with the University. Unit members must contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution. Eligible unit members covered by the Memoranda of Understanding regarding retirement plans executed on January 29, 2001 and May 6 and 7, 1998 who have completed five (5) years of service may contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution.



- a. Unit members initially employed on or after January 1, 2010 shall have a four (4) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2010 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to completion of four (4) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
  - b. Unit members initially employed on or after January 1, 2013 shall have a five (5) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2013 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to five (5) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
2. In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six percent (6%) of a unit member's base wage with the employee contributing a minimum of one percent (1%) during their employment with the University thereafter. The University, in addition to this six percent (6%), will continue to match dollar for dollar up to a maximum of four percent (4%) an eligible unit member's contribution. Participating unit members shall make contributions in whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.
  3. The University of Maine System Retirement Plan for Classified Employees shall consist of a single record keeper whose rules of participations have been mutually agreed upon by the parties.
  4. Unit members 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.
  5. a. Unit members participating in the plan as of December 31, 2009 upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.  
b. Unit members who are initially employed on or after January 1, 2010 and who are subject to the vesting period described in Section C.2 a or b, upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their employee contributions and related earnings to the defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations. Such unit members may withdraw employer contributions and earnings on those amounts only after completion of the vesting period. Unit members may elect to purchase, at their own expense, tax-sheltered investments, subject to any limitations and conditions determined and established by the University, up to applicable Internal Revenue Service limits.
- E. When eligible unit members retire, group health plan participation will be in accordance with University retiree policy in effect at that time. Effective January 1, 2017 the parties understand the policy will be amended as follows: 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%.

## Article 14 - Sick Leave

- A. Full-time regular unit members shall accumulate 4.62 hours of sick leave for each bi-weekly pay period of continuous service or major portion thereof. Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week, provided that such pay periods do not exceed one third (1/3) of the pay periods in the unit member's work year. If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, sick time earned shall be prorated. When a unit member's schedule is reduced from full-time to part-time or to less than twelve (12) months per year and the unit member has a sick leave balance exceeding the pro-rated maximum, the unit member shall not forfeit the excess. The unit member shall not accrue additional sick leave until the balance has been reduced to less than the pro-rated maximum. Thereafter, the unit member shall accrue sick leave in accordance with this section, subject to the pro-rated maximum.
- B. Part-time regular unit members shall accumulate 4.62 hours of sick leave for each eighty (80) hours worked and for which compensation is paid. Pro-rated sick leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.
- C. Full-time regular unit members may accumulate a maximum of one thousand four hundred forty (1,440) hours of sick leave. The maximum accumulation for unit members working less than forty (40) hours per week shall be prorated.
- D. Pay for sick leave used will be computed on the basis of the hours scheduled to work times the hourly rate of pay. Sick leave used will be recorded in one-half (1/2) hour intervals.
- E. Sick leave shall not be accrued after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability.
- F. In cases where there are reasonable grounds to suspect sick leave abuse, or where an illness exceeds five (5) work days in duration, the University may require the submission of a written statement by a qualified licensed healthcare provider regarding the sickness or illness prior to the payment of sick leave to a unit member.
- G. Unit members shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible prior to the start of the workday.
- H.
  1. In cases of serious illness, an eligible unit member whose absence exceeds three (3) months shall be required to make application for total disability benefits if the medical prognosis indicates a disability of qualifying duration. In cases of serious illness of unit members with more than two (2) years of seniority, leave without pay shall be granted for up to the duration of the illness, not to exceed a period of six (6) months of paid and unpaid leave. Such unit members may be granted additional leave without pay, not to exceed a total of twelve (12) months of paid and unpaid leave. For unit members with two (2) years of seniority or less, leave without pay may be granted for up to the duration of the illness, not to exceed a total of twelve (12) months of paid and unpaid leave. Unit members who are placed on leave without pay for reasons of personal illness shall have the rights and responsibilities described in Article 18, Leave of Absence, Section C., except that eligibility for long term disability benefits shall be retained to the extent permitted under the existing or equivalent long term disability insurance plan. In the event the unit member is placed on leave without pay, he or she may make a written request to his or her appropriate supervisor for an advance of sick leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his/her recommendation to the campus president or his/her designee. The president or designee may receive other recommendations regarding the request from such individuals as he or she determines to be appropriate. The president or designee shall have the sole discretion to accept or reject the request, and his/her decision shall be final and shall not be grievable, except in cases of alleged discriminatory treatment.
  2. 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 termination.

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. If a unit member received 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.

3. An employee receiving long term disability (LTD) payments and who is able to work on a part-time basis shall be allowed to use accrued disability leave to supplement the difference between the LTD payments received and the unit member's regular salary.
- I. Accumulated sick leave may be used for routine medical or dental appointments provided that the unit member is not able to schedule the appointment outside of his or her working hours and adequate notice is given.
- J. Accumulated sick leave may be used in the event of serious illness in the unit member's immediate family. Immediate family shall be defined as spouse, significant other in the household, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law. This provision is for those emergency situations where the nature of the illness or family conditions are such that the unit member must be available to care for the family member.
- K. Subject to supervisory approval, accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated up to a maximum of twenty (20) days per occurrence, may be used in the event of adoption of a child which requires the presence of the unit member. Proper notice and, upon request, appropriate documentation shall be provided by the unit member to the chief administrative officer or designee or, where authorized, the unit member's appropriate supervisor.
- L. The University will record sick leave earned, used, and accumulated, and will supply this information to each unit member at least biweekly.
- M. The amount of sick leave accumulated by a unit member at the time of retirement, up to a maximum of one thousand four hundred forty (1,440) hours, shall be credited, as if compensation were paid for such accumulated leave, for purposes of determination of the unit member's non-contributory retirement benefit.

### **Article 15 - Bereavement and Funeral Leave**

- A. Unit members will be granted a maximum of five (5) paid work days leave in the event of a death in their immediate family or household. For the purpose of this paragraph only, if additional time away from work is needed, a unit member may use accumulated sick leave up to a maximum of one-half (1/2) of the total sick time accumulated.
- B. For the purpose of this Article "immediate family" is defined as spouse, significant other, children (or person for whom the unit member acted as a parent), parents (or person who acted as the unit member's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
- C. Unit members will be granted paid funeral leave, by the appropriate supervisor, to a maximum of one (1) workday to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces or nephews. Up to an additional two (2) days of paid funeral leave may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The unit member may supplement funeral leave with accrued annual leave or compensatory time with supervisory approval.

### **Article 16 - Military Leave**

Unit members who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered to active duty for training. Such unit members will receive their normal University pay while on military leave, not to exceed seventeen (17) working days per fiscal year and shall accrue sick and annual leave during such periods of absence not exceeding seventeen (17) days. All military duty must be authorized by the Governor or under the provisions of the National Defense Act.

### **Article 17 - Jury and Witness Leave**

- A. Unit members who are summoned to serve on a jury panel will be granted a leave of absence for the period of such service. The University will pay any such unit member his or her regular base pay for the first ten (10) working days of jury duty. If a unit member is required to serve more than ten (10) working days of jury duty, the University will pay any such unit member the difference between his or her regular base pay and jury duty pay, exclusive of travel, for any period, following the initial two weeks of jury service, during which the unit member is unable to work because of such jury service. If the unit member is released from jury duty prior to or within the first four (4) hours of his or her scheduled work shift on any day, the unit member shall return to work unless, in the judgment of the University, such return would impose an unusual hardship on the unit member.
- B. Unit members who are subpoenaed as witnesses in any legal proceeding will be granted a leave of absence for the period of such service. The University will pay any such unit member the difference between his or her regular base pay and witness pay, exclusive of travel, for any period during which the unit member is unable to work because of such service as a witness with the exceptions of litigation involving the University where a unit member is called by a party other than the University or a unit member's personal litigation.

### **Article 18 - Leave of Absence**

- A. Unit members shall be eligible for leave of absence without pay for urgent and compelling personal business. Periods of absence, not to exceed three (3) work days per fiscal year, may be granted. A request for this leave must be submitted by the unit member to the appropriate supervisor, which request shall be made in writing where practicable. The unit member must obtain the supervisor's approval prior to commencement of the leave.
- B. Unit members shall be eligible for extended leaves of absence without pay for personal reasons other than personal illness including but not limited to leave for the purpose of further education or leave on the occasion of the birth of a child to a unit member or the adoption of a child by a unit member. A written request, with reasons for this leave, must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor. This time requirement may be waived by the supervisor. A request for leave of this nature shall require approval, in advance, by designated administrator(s). A maximum period of unpaid personal leave of twelve (12) consecutive months may be requested by a unit member. The designated administrator shall have the sole discretion to accept or reject the request and his/her decision shall be final and shall not be grievable as long as the decision by the University to grant or deny a leave of absence without pay is based on considerations such as the University's ability to replace the unit member during the period of leave, and the necessity of the leave to the unit member
- C. While on the leave of absence described in paragraph B, the unit member will not accumulate sick leave, annual leave, holiday pay or be eligible for tuition waiver or long term disability benefits. If the duration of the leave is longer than (6) months, the unit member's merit review date shall be adjusted by the length of the leave. Unit members may at the time of the approval of the leave, but prior to commencement of the leave, make arrangements to maintain life and health insurance coverage. Premiums for such insurance during the period of the leave must be paid by the unit member in full on a monthly or prepaid basis; except in the case of leaves granted for the purpose of participating in an educational program related to the unit member's current position, the University shall contribute its proportionate share to insurance programs. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan during the period of the leave although no additional benefits will be accrued. Time spent on leave will be credited for the purposes of seniority computation. Upon return from leave of

absence pursuant to this Article, a unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave. If the leave is for a period exceeding ninety (90) days, the unit member's rights regarding reemployment shall be established in advance by mutual agreement of the unit member and designated administrator(s) and set forth in writing as a condition of approval of the leave.

- D. Parental Leave shall be available to parents, adoptive parents, foster parents, and legal guardians. Upon the birth, adoption, or fostering of a child, unit members may utilize their eligible, available Family Medical Leave (FML) as outlined in the Family Medical Leave Act. This allows for up to a maximum of 12 weeks in a rolling 12 month period. Unit members can use any of their accumulated, comp time, sick leave, and/or annual leave to receive paid time concurrent to the Parental Leave. In the case that a unit member does not have enough accumulated paid time for the full duration of up to 12 weeks, they can take the remainder of their available FML time in an unpaid leave status. FML can be used continuously or intermittently, and is expected to be initiated according to the UMS Family Leave Policy in consideration of the qualifying event of a birth, foster placement, or adoption. In the case that an employee is not eligible or may no longer be eligible for FML, exceptions will be considered on an individual basis within the context of non-FML unpaid medical leave.

### **Article 19 - Administrative Leave and Administrative Holidays**

- A. 1. The University, at its exclusive discretion, may declare an administrative leave at a campus or campuses of the University.
2. Any unit member normally scheduled to work during the period of an administrative leave at a campus at which administrative leave has been declared will receive administrative leave pay at the regular rate for such normally scheduled hours, not to exceed the designated length of the administrative leave.
- a. Essential Employees
- i. Employees whose presence is required for the continued operation of the campus on which they work shall be notified in their appointment letter that they are expected to report to work when administrative leave is declared.
- ii. If the job duties or operations change, then the employee shall be notified in writing to include reason(s) why their presence is now required. The employee shall receive at least fourteen days' notice of change.
3. a. Any unit member directed by management to work during the period of an administrative leave at a campus at which administrative leave has been declared will be paid at the straight time rate for any time worked during the period of the administrative leave. This pay will be in addition to any administrative leave pay to which the unit member may be entitled under paragraph 2 of this Article.
- b. Any unit member directed by management to work hours which are not included within his or her normal work schedule during a period of administrative leave shall be paid at double the regular hourly rate for any such time worked during the period of the administrative leave.
4. In the event that an administrative leave is called which commences at or prior to the start of a unit member's scheduled work day, any unit member not directed to work shall be provided with reasonable notice not to report for work. In the event that the University fails to give such reasonable notice and as a result a unit member reports fit and ready for work, the unit member, if he or she so requests, shall be guaranteed a minimum of two (2) hours work, which shall be paid in accordance with paragraph A.3 of this Article; or in lieu thereof, shall receive two (2) hours pay at the straight time rate in addition to administrative leave pay as provided in paragraph A.2 of this Article, if no work can be provided by the University. Reasonable notice shall be conclusively presumed to have been given if the University telephones the unit member's home, and/or notifies designated radio or television station(s) in the area of the campus or distributes information through the campus emergency alert system at least one hour prior to the unit member's starting time. The University will provide at least two hours' notice of administrative leave whenever possible. For weather-related administrative leaves,

reasonable notice may be given by putting a message on a phone line that unit members have been advised to call for such notifications at least one hour prior to the unit member's starting time. This message shall include instructions regarding the unit member's need to call back regarding delayed openings, if applicable. The two (2) hour guarantee described herein shall also apply to a unit member who has been at work, as regularly scheduled, for less than two (2) hours at the time that administrative leave is called.

5. Any hours paid pursuant to paragraph A.4 of this Article shall not be included in any computation regarding overtime pay.
- B. Administrative holidays may be declared only at the discretion of the Chancellor or his or her designee. Such holidays may be declared in conjunction with such occasions as national observances or regularly scheduled University holidays. The duration of the administrative holiday shall be specified by the Chancellor or his or her designee, but shall not be limited in a manner which arbitrarily excludes any group of unit members from the administrative holiday period. Unit members normally scheduled to work during the period of an administrative holiday will receive administrative holiday pay at the straight time rate for such normally scheduled hours. Unit members directed by management to work during hours which have been declared to be within the administrative holiday period will be paid at the straight time rate for each hour worked during the period of the administrative holiday in addition to administrative holiday pay. If the unit member is directed to work more than eight (8) hours, the unit member shall receive this pay in lieu of overtime pay.
- C. The unit member may choose, with the consent and approval of the supervisor, to select compensation in the form of time off for any hours worked by a unit member during the period of an administrative leave or an administrative holiday. Such time off shall be granted on a basis equivalent to the pay provisions described in this Article.
- D. The provisions of this Article shall be applicable to any unit member who is normally scheduled to work during the period of an administrative leave or an administrative holiday but who has been excused from work and is on leave with pay under the terms of another provision of the Agreement, except in cases of absence involving Workers' Compensation.

### **Article 20 - Holidays**

- A. The following days shall be considered holidays for full-time and part-time regular unit members:

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

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

- B. Holiday pay eligibility does not extend to unit members on an unpaid leave of absence, layoff, long term disability, or worker's compensation. To be eligible for holiday pay, a unit member must be in an active pay status the last hour of the unit member's scheduled work day prior to the holiday and in an active pay status the first hour of the unit member's scheduled work day after the holiday.
- C. A unit member who is regularly scheduled to work on a day designated as a holiday shall receive holiday pay at his or her basic hourly straight time rate times the number of hours regularly scheduled on that day.
- D. Holiday pay is in lieu of other paid leave to which a unit member might otherwise be entitled on the unit member's holiday.

- E. 1. A unit member required by the University to work on a holiday shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the unit member is entitled as above described except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day the unit member shall be entitled to a premium rate of one and one-half (1 1/2) times the basic hourly straight time rate for each hour worked in addition to the holiday pay as above described.

Unit members at the Fogler Library, University of Maine, who are not assigned to work on a holiday, but elect to do work on a holiday, shall take compensatory time off in lieu of cash for working on the holiday. Compensatory time shall be calculated as described in Article 20.E.2 of this Agreement.

2. A unit member who has worked on a holiday may choose to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one-half (1 1/2) hours off for each hour of holiday worked, except that on Martin Luther King, Jr.'s Birthday, Washington's Birthday, Patriot's Day, Indigenous Peoples' Day or Veteran's Day, compensatory time will be granted on the basis of one (1) hour of time off for each hour of holiday worked.
- F. The University shall determine the number and categories of unit members needed for holiday work.
- G. When a holiday falls on a day when a unit member is not regularly scheduled to work, the unit member shall receive holiday pay for the day for a number of hours equal to the length of his or her average regularly scheduled work day at his or her regular straight time rate. The length of the average regularly scheduled work day shall be computed by dividing the number of hours in the unit member's regularly scheduled work week by five (5). Holiday pay paid to unit members for hours they are not scheduled to work on the holiday shall not be counted in the computation of overtime. The University may choose to grant equivalent time off in lieu of such payment.

### Article 21 - Annual Leave

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

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54
13 through end of 16	6.47
17 through end of 20	7.39
<u>20+ in effect after January 2020</u>	<u>8.31</u>

Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week provided that such pay periods do not exceed one-third (1/3) of the pay periods in the employee's work year. If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, the annual leave earned shall be prorated.

- B. 1. Part-time regular unit members shall accumulate annual leave on an hourly basis. For each eighty (80) hours worked and compensated for annual leave shall be accumulated according to the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54

13 through end of 16	6.47
17 through end of 20	7.39
20+ <u>in effect after January 2020</u>	8.31

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

2. Part-time regular unit members who meet the criteria established under Article 9, Section E.1. and 2. shall have annual leave balances carried forward at the time of a work schedule reduction up to the maximum pro-rated amount of annual leave accumulation allowed. The balance of annual leave not carried forward shall be paid to the unit member.
- C. Effective December 31, 2009, a unit member may carry forward from year to year annual leave not to exceed forty (40) days. The annual carry forward will be applied at the end of the pay period which includes December 31 of each year. An annual leave day for purposes of this paragraph shall be equal to the number of hours in the unit member's regularly scheduled work week divided by five (5). 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.
- D. Annual leave shall not accrue after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability, or becomes separated from the University on or before the middle of a pay period.
- E. Unless for an emergency, illness, or other sudden necessity, all requests to take annual leave shall be submitted by the unit member to the appropriate supervisor as far in advance as possible and shall be subject to approval by the supervisor. In the case of an emergency, illness, or other sudden necessity, employees must make a good faith effort to provide as much notice as is practicable under the circumstances. Annual leave may be used for any reason, including unscheduled emergencies. Approval shall not be unreasonably withheld or unreasonably denied. If a request is denied, reasons must be provided in writing to the employee upon request.
- F. The University will record annual leave earned, used and accumulated and will provide this information to each unit member at least bi-weekly.
- G. Annual leave used will be recorded in one-half (1/2) hour intervals.
- H. Eligibility to use annual leave begins immediately upon accruing annual leave.
- I. The parties agree that the first forty (40) hours of annual leave used each year satisfies the Maine Earned Paid Leave (MEPL) statute and acknowledge that the accrual rates for annual leave in this Agreement exceed the requirements of the MEPL statute.

### **Article 22 - Seniority, Layoff and Recall**

- A. 1. a.) Seniority shall be a unit member's length of continuous regular service since the date of his or her employment at the campus where he or she is currently employed. A unit member with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the unit member's work year. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.
- b.) For unit members who enter the bargaining unit due to implementation of HECCP, classification seniority will also include full-time regular continuous service in the classification held immediately prior to implementation of HECCP, even if that classification was not part of the bargaining unit.



- c.) A unit member's "job entry date" will not change at the time of implementation of HECCP.
- 2. a. Within thirty (30) days of the execution of this Agreement, the University shall establish a seniority list by department and job classification and job status (e.g. full-time regular or part-time regular), with the unit member with the greatest seniority listed first. The seniority list shall be brought up to date every six (6) months, as of April 1 and October 1 and shall be posted by April 30 and October 31.
- b. Such seniority list(s) shall be posted on the campus human resources website.
- c. Any objections to the seniority list, as posted, must be reported to the Office of Human Resources within thirty (30) days from the date posted or the list shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 10, Grievance Procedure, commencing at Step 3 thereof.
- B. 1. Layoff shall mean the discontinuance of University employment of a unit member for bona fide financial or program reasons. For purposes of this Article, a unit member with a work year of less than twelve (12) months shall not be considered to be laid off during the months which are not included within the unit member's work year.
- 2. In the event of a need for a layoff within any classification in the unit, unit members within that classification in the department or area affected will be laid off according to seniority if all other qualifications are substantially equal. If seniority is not followed, it shall be the responsibility of the University to demonstrate that a substantial difference in qualifications exists. In any event, affected unit members shall receive at least six (6) weeks' notice of layoff, not including annual leave or compensatory time. In addition, unit members with six (6) months or more of continuous service shall receive the following additional weeks of severance pay after active employment ceases based on their length of service:

Continuous Years of Service	Weeks of Severance Pay
Less than 2 years	2 weeks
3-9 years of service	4 weeks
10-14 years of service	6 weeks
15+ years of service	8 weeks

- 3. Soft money unit members whose employment ceases as a result of discontinuation of funding shall receive the following amounts of economic assistance, distributed on a first-come, first-served basis:

5 through 10 years of service	2 week salary
10 years or more	3 week salary

Effective with the execution of this agreement, this economic assistance pay shall be funded up to the amount of \$45,000, which shall be the University's total liability under this section for the term of the agreement.

This section is not applicable to any unit member whose appointment is the result of soft-money funding.

- 4. In the event there is a posted vacancy at his / her campus, an employee who is to be laid off and who is in the same classification as the posted vacancy shall be placed in the vacancy, provided that the employee has the necessary skills and ability and at least two years of continuous University service. If the employee is deemed to have the necessary skills and ability and elects not to take the vacancy, the employee shall maintain his / her displacement rights described in Section B.4.
- 5. An employee who is to be laid off may displace a unit member of equal job status (e.g. full-time regular or part-time regular) at his or her campus in any classification in the unit in which the unit member to be laid off has previously served satisfactorily, or in any lower paid classification within the job

progression in which the employee's classification may be listed in Appendix E, provided the unit member to be laid off:

- a. has provided notice within five (5) business days that he / she will exercise his / her displacement rights.
  - b. has the necessary skills and ability and has completed at least three (3) years of continuous service at the campus; or
  - c. has at least two (2) years but less than three (3) years of continuous service at the campus, and demonstrates that he or she is more qualified than the person, to be displaced;
  - d. provided further, however, that in either event the displaced person shall have the lowest seniority in his or her classification.
  - e. If a unit member is determined not to have the necessary skills and abilities to exercise displacement rights, the University will notify a designated campus Association representative on the same day that the employee is notified.
  - f. Unit members whose positions became part of University Services shall have rights as outlined in Appendix I.
6. For unit members employed in the Cooperative Extension, the displacement procedures shall be as follows:
- a. Any unit member being laid off whose office or work location is located within Penobscot County shall exercise his or her displacement rights within Penobscot County in accordance with the displacement procedures described in Article 22, Section B.4 of the Agreement.
  - b. Any unit member being laid off whose office or work location is located outside of Penobscot County shall exercise his or her displacement rights within his or her office or work location in accordance with the displacement procedures described in Article 22, Section B.4 of the Agreement. If the unit member to be laid off is the least senior in the classification within the office or at the work location located outside Penobscot County, the unit member may exercise displacement rights if any, within Penobscot County in accordance with the procedures described in Article 22, Section B.4 of the Agreement.
7. The selection and displacement procedure described in paragraphs B.2 and 4 above shall not apply in the event of the cessation of employment of a unit member whose appointment is the result of soft-money funding, where such cessation is due to discontinuance of funding from the granting agency. No unit member whose appointment is the result of soft money funding shall be displaced by any other unit member exercising displacement rights in Article 22, Section B.4.
8. If a position held by a unit member is eliminated for financial reasons and replaced by a position assigned to a lower wage grade and the unit member is demoted into the new position, the unit member may exercise the rights to be placed in a vacancy or to displace another unit member as described in Sections B.3 and B.4.
9. Following implementation of HECCP, unit member displacement rights for purposes of Article 22 will include the ability to displace employees in the unit member's current assigned classification and in classifications in which the unit member has previously served satisfactorily. For unit members as of the date of implementation, such previous classifications will be interpreted to include the functional equivalent in the HECCP. For example, a unit member who was an Administrative Assistant prior to HECCP implementation will be eligible to displace unit members in the Administrative Specialist classification, career level 1. [Appendix E will be revised to include career level progressions in

HECCP and will continue to list current career progressions to document historical progressions for displacement purposes.]

- C. Full-time regular and eligible part-time regular unit members who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one (1) year following the effective date of layoff.
- D. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan for one (1) year following the effective date of layoff, although no additional benefits will be accrued.
- E.
  - 1. For two (2) years following the effective date of layoff, a unit member who has been laid off who indicates a desire to be placed on a recall list and who is not otherwise employed in an equivalent University position shall be sent campus position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of his/her current address.
  - 2. Upon application therefore persons on the recall list will be considered to be internal applicants with respect to such vacancies as are described in Article 23, Section B, except that unit members shall be directly recalled to the same position from which they were laid off if it becomes available.
  - 3. A unit member who is reemployed in the same position or an equivalent position within two (2) years of the effective date of layoff shall be placed in the same wage grade and step obtained prior to the layoff. A unit member on recall will be invited to interview for a position in the same classification from layoff provided he/she possesses the requisite skills, abilities and qualifications for the posted position.
  - 4. A unit member reemployed in a different position within two (2) years of the effective date of layoff shall be placed in the wage grade assigned to the position. Step placement shall be determined by the applicable promotion or non-disciplinary demotion provisions in Article 11.
  - 5. Unit members reemployed within two (2) years of the effective date of layoff shall retain their seniority accumulated prior to the layoff.
- F. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of layoff. The University will inform unit members in writing prior to the effective date of the layoff of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.
- G. When a layoff is ordered, the University shall notify the Association and shall make available to the Association all relevant information upon request. The University shall notify a designated campus Association representative of any layoff on the same day that affected unit members are notified.
- H. For two (2) years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for the employee tuition waiver benefit described in Article 26.

### **Article 23 - Position Vacancies**

- A. Whenever a job opening occurs for a position within the clerical, office, laboratory and technical bargaining unit it may be filled by intra departmental promotion, at the discretion of the University. In the event that the University initially elects to limit applicants to regular employees who are employed within the department, all such eligible persons shall be notified of the existence of the opening and provided with an opportunity to apply therefore. If a selection to fill the job opening is made through the procedure described in this section, the most qualified applicant shall be selected. In the event that qualifications are substantially equal, the selection shall be based on seniority.
- B.
  - 1. After completion of the procedures described in Section A of this Article, any notice of any resulting job opening for a position included or leading to inclusion in the clerical, office, laboratory and

technical unit shall be posted at the campus where the vacancy exists for five (5) business days prior to posting for external candidates. Such posting shall be accomplished by posting on a website and by either written notice (including e-mail) to each employee at the campus where the vacancy exists or by placing notices on bulletin boards designated by the University. The method(s) of posting, once chosen by a campus, shall be used consistently and shall not arbitrarily be discontinued. All internal applicants who meet the stated minimum qualifications shall be interviewed. In the event 10 or more internal applicants apply for a position; those who best meet the preferred qualifications shall be selected for an interview. Internal applicants shall be interviewed before external applicants, assuming internal applicants are available for interview within a reasonable amount of time. This provision is not applicable when a position is being filled by intra departmental promotion as described in A. above.

2. The most qualified applicant shall be selected to fill such vacancies. In the event that qualifications are substantially equal, the selection shall be based on seniority.
3. Disputes regarding decisions made under paragraph B.2 of this Article shall be subject to the grievance procedure as defined in Article 10 and shall be reviewed in accordance with the following provisions:
  - a. "Internal candidate" shall mean any regular ACSUM unit member at the campus at which the vacancy exists.
  - b. In the event that no internal candidate is selected, it shall be the responsibility of the University to demonstrate that the successful candidate was more qualified than the internal candidates. For the purposes of this provision, a temporary employee shall not be considered more qualified by virtue of experience, skills and knowledge attained while working as a temporary employee in the position to be filled. When a temporary employee is selected over an internal applicant. Upon request, the University shall demonstrate that the temporary employee had superior qualifications to the internal applicant prior to the employee filling the position on a temporary basis.
  - c. If an internal candidate is selected and seniority is not followed, it shall be the responsibility of the University to demonstrate that the successful applicant was more qualified.
- C. A unit member who is selected for a job opening under the provisions of this Article shall have no right to apply for other job openings which may arise under this Article in the six (6) month period immediately following his or her selection. A unit member in the initial six (6) months of University employment in a unit position may not make application to other posted unit positions until after completion of the probationary period.

#### **Article 24 - Out of Title Work**

Whenever a unit member is continuously assigned for a period of at least one (1) work week by supervision to perform the duties of another classification at a higher wage grade, the unit member shall be compensated for the period of the assignment at the rate for the higher classification in accordance with Article 11, Section B.

#### **Article 25 - On-Call and Call Back Pay**

- A. Any unit member who is required by supervision to remain within a prescribed time or mileage radius, reachable by phone or pager for a specified period of time in a duty status, available and prepared to return to work immediately if contacted, will be paid at the straight time rate for all such on-call hours. Such hours will be considered as hours worked for the computation of overtime pay.
- B. 1. Any full-time regular unit member called back to work by supervision without prior notice before or after his or her normal work day, or on days which are not included in his or her normal work schedule, shall be paid at the rate of one and one-half (1 1/2) time his or her regular hourly rate of pay for those hours worked outside the normal work schedule. Time will begin when the unit member leaves to return to work and end when the unit member returns home provided that reasonable travel time is claimed.

2. There shall be a minimum of three (3) hours pay at this rate for such call back. If the call back period overlaps the normal work period, the pay rate and status will revert to straight time at commencement of the unit member's normal reporting time, but the three (3) hour guarantee mentioned above shall prevail in this event.
3. When a unit member is called back to work pursuant to this Article, he or she shall be entitled to claim the three (3) hour guarantee only once for each call back.

### **Article 26 - Tuition Waiver**

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

- A. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating unit members.
- B. Unit members and dependents must meet any course prerequisites.
- C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. However, unit members shall not be charged separately identified online instruction, admission, student health or student activity fees for courses they enroll in under this program. Effective July 1, 2016 the unified fee shall be waived on all campuses for Unit members using tuition waiver benefits for themselves.
- D. Minimum enrollment requirements, established by any University as a necessary condition for offering a course, shall not count unit members toward the number of students required to guarantee the offering of such course. For Summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
- E. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
- F. Participation in the tuition waiver program by unit members and dependents will be as follows:
  1. Full-Time Regular Unit Member Tuition Waiver:  
May take courses not to exceed a total of 8 credit hours per semester and in the summer.
  2. Part-Time Regular Unit Member Tuition Waiver:  
Tuition waiver, not to exceed four (4) credit hours per semester and in the summer.
  3. Dependents of Full-Time Regular Unit Members:  
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.
  4. Dependents of Part-Time Regular Unit Members:  
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.
  5. Dependent Tuition Waiver for Summer Courses:

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

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

### **Article 27 - Use of Personal Vehicle**

- A. Unit members who are authorized by the University to use their personal vehicles for assigned non-campus University business in accordance with University travel policy shall be reimbursed at the same rate as paid by the State of Maine. Reimbursement at this rate shall also be provided to unit members who are authorized by the University to use their personal vehicles for business travel at the University of Maine

at Augusta between the Augusta and Bangor campus locations and at the University of Southern Maine between the Portland, Lewiston and Gorham campus locations, where in either event, use of available alternate transportation is not required by the University. If during the term of this Agreement, the official University mileage rate is increased above this rate, the new rate shall be implemented for unit members (See Appendix F regarding Administrative Practice Letter #26).

- B. For the life of this Agreement, unit members may receive reimbursement of an additional five (5) cents per mile if they use their personal vehicle to carpool for assigned non-campus University business with other employee(s). The unit member claiming the additional reimbursement shall be required to certify in writing the names of passenger(s).

### **Article 28 - Bargaining Unit Work**

- A. The University agrees that it shall not utilize temporary or other non-unit employees in the performance of responsibilities being performed by unit members in order to undermine the bargaining unit.
- B. The University shall not utilize any temporary employees in a regular C.O.L.T. unit position for more than one (1) consecutive six (6) month interval. The University shall not utilize temporary employees to prevent regular C.O.L.T. unit positions from being filled on a permanent basis.
- C. The University on a quarterly basis shall provide the Association with an electronic data file of all temporary employees in titles that are also included within the C.O.L.T. unit who have worked in the current fiscal year. The data file shall include the following information:
  - First and Last Name
  - Campus
  - Department
  - Job Title
  - Hourly Rate
  - Full or Part-time
  - FTE
  - Hours worked to date in the current fiscal year
  - Start date

### **Article 29 - Non-Discrimination**

The University and the Association agree not to discriminate with respect to wages, hours, and working conditions based on race, color, religion, national origin, sex, sexual orientation, including transgender status or gender expression, citizenship status, age, disability, genetic information, veterans status, membership or non-membership in the Association, or any other status protected by law.

### **Article 30 - Personal Work**

No unit member shall be required by the University to perform personal services for his/her supervisor or for any other University employee. Personal services are defined as providing support for activities which are unrelated to the supervisor's or employee's University position.

### **Article 31 - Harassment**

- A.
  - 1. No unit member shall be subjected to sexual harassment by another University employee.
  - 2. No unit member shall subject another member of the University community to sexual harassment.
- B. The University will not establish procedures for the handling of complaints by unit members of sexual harassment which are in conflict with any provision of this Agreement, without appropriate prior consultation and negotiation with the Association.

- C. The University and the Association agree that unit members should have a work environment, which is free of harassment and intimidation. Any unit member who believes there exists a hostile or intimidating work environment may file a grievance at Step 2 of the grievance procedure.

### **Article 32 - Checkoff and Maintenance of Membership**

- A. All unit members who regularly work at least twelve (12) hours per week and are not members of the Association may elect membership in the Association. Any person employed by the University who becomes a unit member following the effective date of this Agreement, regularly works at least twelve (12) hours per week and is not a member of the Association may elect membership within thirty (30) days after becoming a unit member. Each such unit member shall provide the Association and the University written notification of his or her election. Except as otherwise provided in section B of this Article, unit members shall be bound by their election for the term of this Agreement. Failure to meet the obligation set forth in this paragraph shall not result in termination of a unit member. The responsibility for enforcing the obligation in this paragraph rests with the Association.
- B. Unit members who are members of the Association as of the effective date of the 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.
- C. The University agrees to deduct in biweekly installments the regular annual dues of the Association from the pay of those unit members who individually request in writing that such deductions be made. The amounts 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 15th day of the month following the month in which such deductions have been made.
- D. The University shall not be responsible for making any deduction for dues or fees 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. In such event, it will be the responsibility of the Association to collect the dues for that pay period directly from the unit member.
- E. The University's responsibility for deducting the above dues from a unit member's salary 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.
- F. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph C.
- G. All employees in titles covered by this Agreement shall be informed in writing by the University at the time of hire of the existence of this Agreement and the obligation of unit members after entering the bargaining unit that they may join the Association and pay the membership dues.
- H. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.

### **Article 33 - Safety and Health**

- A. The University shall comply with applicable provisions of federal and state laws in respect to employment safety and health insofar as they pertain to the working conditions of unit members. Recognizing that



some jobs are inherently dangerous, no unit member will be required to perform work which exposes the unit member or others to unusual risks or for which the unit member has not received appropriate safety training. Vehicles, machinery and other equipment provided by the University shall be mechanically safe.

- B. The University agrees to provide safety goggles, ear guards and/or helmets for use by unit members in any circumstances where the need for such equipment exists. Any unit member who has heretofore purchased marine survival garments for exclusive use in connection with his or her University employment shall be reimbursed for the cost of such purchase upon presentation of adequate documentation of the expense.
- C. The University will take reasonable steps to maintain temperatures between 65 and 95 degrees Fahrenheit in indoor office areas.

The parties recognize that a productive work environment requires reasonably comfortable temperature and humidity conditions in indoor work areas. When it is not possible to maintain reasonably comfortable working conditions, the University, upon a unit member's request, shall take reasonable steps, including but not limited to, reassigning unit members to alternate locations or providing frequent breaks during which time the unit member may go to a different location. Such actions will be taken with consideration of the health and comfort of the unit member, the University's need to provide services, and the nature of the work performed.

- D. The University shall inform unit members of any applicable existing or subsequently established written safety rules by posting such rules on appropriate bulletin boards or by individual notice to unit members where bulletin boards are not available.
- E. The University agrees to use the following guidelines for C.O.L.T. unit members assigned to perform work on Video Display Terminals.

1. Pregnant V.D.T. Operators

Research has not shown any known radiation hazards from VDT's now being manufactured. However, for a pregnant VDT operator, who requests it, every effort shall be made to reassign her to other work or to another position not involving regular VDT use for the duration of her pregnancy. If reassignment is not possible, the unit member shall be eligible for an extended leave of absence as described in Article 18, sections B and C of this Agreement. Such a request shall not be unreasonably denied.

2. Workstation Design

When the operator is seated at a VDT, the workstation design should satisfy certain physical dimensions. The following dimensions are best for most people (adjustments may be needed for shorter or taller operators):

- a. view angle - 10-20 degrees below horizontal, top edge of screen no higher than eye level;
- b. viewing distance - 17 1/2 – 19 1/2 inches;
- c. keyboard height - 29-31 inches at home row keys;
- d. other important features include: detachable keyboard, adjustable chair, and adjustable table height. Screen tilt and document holder are also highly desirable. It is important that attention be given to the workstation to insure safe and comfortable conditions for the operator.

3. Lighting and Vision

VDT operation is visually demanding work. In order to reduce the likelihood of eyestrain, headaches, and associated problems, the following are recommended:

- a. Terminals should have adjustable brightness and contrast, and good copy/background color and contrast.  
There should be no visible flicker of characters.
- b. Proper lighting can be achieved by:
  - avoiding overly bright general illumination;

--- eliminating glare and reflections, by closing window shades or blinds, placing the VDT screen at right angles to windows and light fixtures, using diffused lighting systems;

--- avoiding large differences in brightness and contrast between written copy, the screen, and the surroundings (walls, desk-tops, etc.) Direct adjustable task lighting may be helpful.

- c. Periods of non-VDT time shall be included in the daily work schedule by performing other duties to prevent potential eyestrain, muscle aches, and psychological distress.
- 4. The University and the Association agree to monitor VDT experience within and outside of the University and inform one another of any substantial changes in research or technology as they may occur.
- F. Smoking Policy - The University may adopt policies relating to the regulation of smoking in the workplace by unit members. The Chief Administrative Officer or designee shall consult with a designated campus Association representative prior to implementation of a change in a campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.
- G. The University of Maine System urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.

Each full-time Unit member may be granted up to thirteen (13) hours of release time each fiscal year to be used to attend, with supervisory approval, University sponsored wellness programs. Release time for this purpose does not carry forward from year to year.

- H. 1. The university shall provide appropriate procedures and security to protect the safety of unit members and of assets when unit members are assigned responsibilities such as transporting cash, checks, or credit card slips outside the unit member's assigned department, in accordance with university policy and administrative practices. The specific circumstances of the assignment will be considered in determining the appropriate procedures and security for a situation.
- 2. A unit member who believes the procedures and/or security in place are not appropriate to protect the safety of the unit member and assets may request a meeting with the supervisor and the person to who the supervisor reports to discuss the unit member's concerns. The unit member may be accompanied by an Association representative. The meeting shall be held within five (5) business days of the request by the unit member.

#### **Article 34 - Parking Fees**

Parking fees which are charged to unit members may be established or increased by the University, but the amount of such fees may not exceed the following amounts for each year of this Agreement: \$25.00

#### **Article 35 – Probationary Period**

- A. The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee shall be required to serve prior to becoming eligible for the just cause provisions described in Article 6.A and D and the layoff provisions described in Article 22.B - F.
- B. All probationary employees shall serve an initial probationary period of six (6) months of continuous credited service, starting with the date of hire as a regular employee.
- C. The probationary period is an opportunity for the employee to learn the responsibilities of the position and an opportunity for the supervisor to assess the new employee's ability to perform the position in a satisfactory manner.

- D. During the initial six (6) months of employment (the probationary period), an employee may be terminated without just cause.
- E. Prior service as a temporary employee shall not count towards the completion of the probationary period.
- F. Any period of layoff, leave without pay or a period of time which is not included within the unit member's work year shall not be considered to be active work for the purposes of completion of the probationary period.

### **Article 36 - Classification Program**

- A. In accordance with recommendations of the Joint Study Committee on a Revised Classification Program the University shall maintain an on-going, systematic program to review classifications on a periodic basis. Any changes in the Classification Program effecting wages, hours, and working conditions shall be negotiated with the Association. At the completion of each classification review, the University shall present the results to the Association for review and comment.
- B. The University and the Association shall continue the work of the Joint Labor Management Team (JLMT) for the Hourly Employees Classification and Compensation Program (HECCP). Three (3) unit members appointed by the Association shall receive release time to participate in the work of the JLMT.

### **Article 37 – Joint Labor Management Committee**

- A. The University and the Association shall from time to time appoint Joint Labor Management Committees to work collaboratively to analyze issues and make recommendations to the parties. All such committees shall be established through a written agreement specifying the number of members and the charge to the committee. With the agreement of the parties a Joint Labor Management Committee may also include representatives of other bargaining units and/or non-represented employees. The following guidelines describe the functioning of such committees:
  - 1. A joint committee shall normally be comprised of an equal number of representatives of each party.
  - 2. Unit members shall receive paid release time to attend committee meetings during working hours.
  - 3. Unit members receiving release time shall provide as much notice as possible to the supervisor prior to attending meetings during work hours. It is understood that a supervisor may in unusual circumstances notify the employee that release time cannot be granted for a specific date.
  - 4. Committees have no authority to engage in collective bargaining on behalf of the parties.
  - 5. Committees will ordinarily produce a joint committee report in response to the charge. Either party may also make reports and recommendations to their respective parties.
  - 6. Committees will ordinarily strive to achieve consensus recommendations, but may set other decision process rules and may report majority and minority recommendations or reports.
  - 7. The charge will indicate whether a committee is ad hoc or standing. Any committee whose charge continues from one contract period to another shall be referenced in the collective bargaining agreement.
  - 8. Travel and other expenses for each committee member are the responsibility of the party that the member represents.
- B. The Chancellor may from time to time establish task forces or working groups for System-wide discussion of important policy matters and appoint unit members or may invite the Association to recommend or name members of such groups. The following guidelines describe the functioning of such working groups:

1. When a unit member is appointed to a working group established by the Chancellor, the unit member shall receive release time to participate in the work of the group during working hours.
  2. Unit members receiving release time shall provide as much notice as possible to the supervisor prior to attending meetings during work hours. It is understood that a supervisor may in unusual circumstances notify the employee that release time cannot be granted for a specific date.
  3. Travel and other expenses for members of working groups established by the Chancellor shall be paid by the University.
  4. Other operating procedures for a work group shall be established by the Chancellor or the working group.
  5. For the 2019-2021 contract period, the Chancellor has appointed the Employee Health Plan Task Force.
- C. Joint Labor Management Committees may be established by agreement of the parties at any time during the term of this Agreement. The Chancellor may request participation of the Association in task forces or working groups during the term of this agreement.

### **Article 38 - 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, slowdowns or interference with the normal operation of the University during the term of this Agreement.

### **Article 39 – Separability**

- A. In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such law(s) shall prevail and such provision of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request by either party.

### **Article 40 - Conditions of Agreement**

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

- (1) The tentative agreement is approved by the Board of Trustees of the University of Maine System;  
and
- (2) The tentative agreement is ratified by the bargaining unit membership of the Associated C.O.L.T. Staff of the Universities of Maine MEA/NEA.

### **Article 41 – Duration**

- A. The provisions of this Agreement shall be effective as of the date of its execution unless otherwise specified herein and shall continue in full force and effect until and including June 30, 2023.
- 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 this 7<sup>th</sup> day of November, 2019 as indicated below.

For the University of Maine System :



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For the Associated C.O.L.T. Staff of the Universities of Maine, MEA/NEA:

//s// Brian L. Berger

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## APPENDIX A.1 - Hourly Employee Performance Review

### Hourly Employee Performance Review

Employee Name and ID	Job Title	Department	Position Review Date
Assessment Period From                      To	Date of Assessment Meeting	Supervisor	Type of Assessment <input type="checkbox"/> Probationary <input type="checkbox"/> Interim <input type="checkbox"/> Annual

#### PERFORMANCE RATING CATEGORIES

- Outstanding\***                      Exceptional performance, exceeds all performance expectations for this factor, contributes significantly to organizational effectiveness and efficiency
- Commendable**                    Performs beyond normal requirements and competence
- Effective**                            Fulfills the normal job requirements with some strong points
- Needs Improvement\*\***        Fails to meet one or more of the significant performance expectations for this factor, performance must improve to be acceptable
- Unsatisfactory\*\***                Performance must improve substantially to be acceptable

\* Ratings of Outstanding should be accompanied by a comment or example.

\*\* Ratings of Need Improvement or Unsatisfactory require a comment or example, and develop of a Performance Improvement Plan (PIP) is recommended to help the employee achieve satisfactory performance. Information about developing a Performance Improvement Plan is available at your campus Human Resources office.

PERFORMANCE FACTORS	PERFORMANCE EXPECTATIONS: COMMENTS OR EXAMPLES (attached extra sheets if needed)	RATING
<b>QUALITY OF WORK</b>  Competence, accuracy, neatness, thoroughness, safety		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>QUANTITY OF WORK</b>  Use of time, volume of work accomplished, ability to meet schedules, productivity		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>JOB KNOWLEDGE</b>  Degree of technical knowledge, understanding of job procedures, methods , use of tools and technology		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

<p><b>WORKING RELATIONSHIPS</b></p> <p>Cooperation, dependability and ability to work with supervisor, co-workers, students and customers</p>		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<p><b>SUPERVISORY SKILLS</b> - Indicate whether employees supervised are regular, temporary and/or students</p> <p>Training and directing employees, delegating, evaluating employees, planning and organizing employees' work</p>		<input type="checkbox"/> Not Applicable <input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<p><b>ORGANIZATION AND COMMUNICATION SKILLS</b></p> <p>Planning and organizing own work, problem solving, decision making, following directions, communication skills, judgment, adaptability to change</p>		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<p><b>ATTENDANCE</b> - Do not consider approved leaves.</p>		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

**1. Specific Achievements**

**2. Performance Goals For The Past Year**

Goals and Accomplishments	Were Goals Achieved?	Reason if Not Achieved

**3. Performance Goals For The Next Year**

Goals	Steps to Achieve Goals	Target Date

**4. Training and Development Recommendations** (may be directly related to the employee's current job or to help the employee develop skills for advancement)

--

**Overall Assessment:** The employee's overall job performance for the assessment period is **Satisfactory**  **Unsatisfactory**   
If unsatisfactory is selected, please enclose documentation and a PIP (Performance Improvement Plan) or a PIP that is already in progress.

Supervisor's Name/Supervisor's Title	Signature	Date

<b>Supervisor's Comments? (optional)</b>
--



<b>Employee's Comments? (optional)</b>
<b>For Employees: In what ways can your supervisor help in your job performance and/or career development?</b>

I have reviewed this performance review with my supervisor and have received a copy. I understand that a copy will be placed in my personnel file and that if I do not sign and return the review within seven (7) days, an unsigned copy will go in the personnel file. My signature does not necessarily indicate agreement with the assessment. I understand that I may attach a written response or comments to this assessment.

<b>Employee's Name</b>	<b>Signature</b>	<b>Date</b>
<b>Department Head's Name/Title</b>	<b>Signature</b>	<b>Date</b>

## APPENDIX A.2 - Hourly Employee Self-Assessment

### HOURLY EMPLOYEE SELF-ASSESSMENT

(optional for represented employees, required for non-represented employees)

(Your opportunity to share your thoughts on your job performance)

Employee Name and ID	Job Title	Department	Position Review Date
Assessment Period From                      To	Date of Assessment Meeting	Supervisor	Type of Assessment <input type="checkbox"/> Probationary <input type="checkbox"/> Interim <input type="checkbox"/> Annual

**SPECIFIC ACHIEVEMENTS** (Attach additional sheets if needed)

**SPECIFIC CHALLENGES** (Attach additional sheets if needed)

**PERFORMANCE RATING CATEGORIES**

- Outstanding**            Exceptional performance
- Commendable**       Performs beyond normal requirements and competence
- Effective**             Fulfills the normal job requirements with some strong points
- Needs Improvement**   Fails to meet one or more of the significant performance expectations for this factor, performance must improve to be acceptable
- Unsatisfactory**       Performance must improve substantially to be acceptable

⇒ If you have Ratings of **Needs Improvement** or **Unsatisfactory**, please include suggestions for self-improvement, including training or development requests.

PERFORMANCE FACTORS	PERFORMANCE EXPECTATIONS: COMMENTS OR EXAMPLES (attached extra sheets if needed)	RATING
<b>QUALITY OF WORK</b>  Competence, accuracy, neatness, thoroughness, safety		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>QUANTITY OF WORK</b>  Use of time, volume of work accomplished, ability to meet schedules, productivity		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>JOB KNOWLEDGE</b>  Degree of technical knowledge, understanding of job procedures, methods , use of tools and technology		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>WORKING RELATIONSHIPS</b>  Cooperation, dependability and ability to work with supervisor, co-workers, students and customers		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>SUPERVISORY SKILLS</b> - Indicate whether employees supervised are regular, temporary and/or students  Training and directing employees, delegating, evaluating employees, planning and organizing employees' work		<input type="checkbox"/> Not Applicable <input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

**PERFORMANCE GOALS FOR THE PAST YEAR: WHAT WERE THEY? WERE THEY ACHIEVED? WHY OR WHY NOT?**

--

**SUGGESTED PERFORMANCE GOALS FOR THE NEXT YEAR**

--

**TRAINING AND DEVELOPMENT RECOMMENDATIONS** (May be directly related to your current job or to help you develop skills for advancement)

--

**OVERALL JOB PERFORMANCE:**     Satisfactory     Unsatisfactory

<b>YOUR NAME</b>	<b>YOUR SIGNATURE</b>	<b>DATE</b>

**COMMENTS** (May include suggestions for how your supervisor can help in your job performance and/or career development.)

--

## **APPENDIX A.3 - Hourly Employee performance Evaluation Instructions**

### UNIVERSITY OF MAINE SYSTEM HOURLY EMPLOYEE PERFORMANCE EVALUATION INSTRUCTIONS

#### WHAT IS PERFORMANCE EVALUATION?

- Performance evaluation is a formal, written assessment summarizing an employee's job performance for the current evaluation period and setting goals for the next evaluation period.
- An effective performance evaluation promotes on-going, two-way communication between supervisors and employees in order to:
  - provide feedback on accomplishments and areas in need of improvement;
  - establish mutually understood performance expectations/goals;
  - develop a plan for maintaining job performance at a satisfactory level or for improving performance;
  - deal with specific performance problems as they occur.
  - For tips, examples, and guidance on how to prepare for and conduct the performance evaluation, visit: <https://mycampus.maine.edu/group/mycampus/performance-management>

#### WHO COMPLETES THE PERFORMANCE EVALUATION?

- Each supervisor is responsible for evaluating each regular employee at least annually.
- Employees have an opportunity to participate in the performance evaluation process by completing an optional Employee Performance Pre-Evaluation Input form and participating in goal setting.

#### STEP-BY-STEP INSTRUCTIONS AND TIMELINE

##### STEP 1:

- 2-3 weeks before the performance evaluation meeting, the supervisor and employee schedule a time for the meeting.
- The supervisor gives the employee a copy of the Employee Performance Pre-Evaluation Input form and the employee's current job description.

##### STEP 2:

- During the 2-3 weeks before the evaluation meeting, the employee reviews the current job description.
- The employee may choose to complete the Employee Performance Pre-Evaluation Input form to record accomplishments, skills acquired during the year, etc. The employee may include some or all of this information in the Employee Comments section of the final Employee Performance Evaluation form.
- The employee gives the Pre-Evaluation Input form, if completed, to the supervisor.

##### STEP 3:

- Before the meeting, the supervisor reviews the Employee Performance Pre-Evaluation Input form (if provided by the employee) and drafts his/her own evaluation.
- The supervisor is encouraged to request input from others who assign work to the employee in order to give a full and fair evaluation (input should be gathered systematically).
- The supervisor should refer to the Employee Performance Criteria attached to the Employee Performance Evaluation form to guide the evaluation.
- To increase the value of this process, supervisors are required to give specific examples of the employee's performance in each category and are encouraged to comment on each performance criterion.

#### STEP 4:

- During the performance evaluation meeting, the supervisor and employee discuss the Employee Performance Pre-Evaluation Input form (if one was completed) and the draft Performance Evaluation form.
- The supervisor should begin by highlighting specific areas of strong performance, then point out specific areas where improvement is needed.
- The supervisor and employee review whether last year's goals were accomplished and then jointly discuss and document goals for the next year (Section 7). Goals should be specific, attainable within the time in which they are to be completed and appropriate to the employee's job classification (for tips on establishing appropriate goals, visit <https://mycampus.maine.edu/group/mycampus/performance-management-smart>)
- An employee may not agree with the goals set for his/her position but should understand that they will be used in the next evaluation.
- If the overall job performance rating is Unsatisfactory, enclose documentation and a Performance Improvement Plan (PIP) or a PIP presently in progress.

#### STEP 5:

- After the performance evaluation meeting, the supervisor finalizes the written evaluation, incorporating points discussed at the meeting.
- Supervisor and employee sign the Performance Evaluation form.
- The employee may attach a written response or comments.
- If a copy of the form is not signed by the employee and returned within seven (7) calendar days, an unsigned copy is placed in the employee's personnel file.
- The supervisor gives a copy of the Employee Performance Pre-Evaluation Input form (if any) and the final version of the Employee Performance Assessment to the employee and sends both forms to the supervisor's department or unit head for that administrator's signature.
- No alterations or comments may be made on the form after the employee and supervisor have signed it. The department or unit head sends the complete evaluation to the file custodian.

#### CONFIDENTIALITY

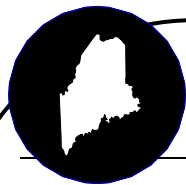
- Confidentiality of the performance evaluation is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance evaluation will be available only to the employee, his or her supervisor, appropriate administrators, a duly designated employee representative in accordance with the collective bargaining agreement, the file custodian, and/or a hiring supervisor/search committee for another university job for which the employee has applied.

#### IS A POSITION REVIEW NEEDED?

- If the job description for the employee's position does not provide a good fit for the employee's actual responsibilities, a position review may be needed to determine the appropriate classification.
- Either the supervisor or employee may contact Human Resources for information and to initiate a position review.

APPENDIX B - STEP 1 GRIEVANCE FORM

**UNIVERSITY OF MAINE SYSTEM**



**ACSUM  
STEP 1 GRIEVANCE FORM**

Grievant \_\_\_\_\_ Date Filed: \_\_\_\_\_

CAMPUS: \_\_\_\_\_ ACSUM Grievance Representative: \_\_\_\_\_

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

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

Article(s) and Section(s) of Agreement violated: \_\_\_\_\_

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

Redress sought:

I will be represented in this grievance by (check one): \_\_\_\_\_ ACSUM \_\_\_\_\_ myself.

ACSUM grievance representative's signature: \_\_\_\_\_  
(If ACSUM is representing the grievant, an ACSUM representative must sign here.)

This grievance was filed with the office of \_\_\_\_\_ on \_\_\_\_\_

By (check one): \_\_\_\_\_ mail or \_\_\_\_\_ personal delivery.

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

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

**DISTRIBUTION:  
Step 1**

ORIGINAL  
Designate Designated

1<sup>st</sup> COPY  
Grievant

2<sup>nd</sup> COPY  
Campus Grievance  
Representative or  
ACSUM (Bangor)



APPENDIX C - GRIEVANCE DECISION REVIEW FORM

**UNIVERSITY OF MAINE SYSTEM**

**ACSUM  
GRIEVANCE DECISION REVIEW FORM**

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

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 \_\_\_\_\_ or personal delivery \_\_\_\_\_)

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

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

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

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

DISTRIBUTION:	ORIGINAL	1 <sup>st</sup> COPY	2 <sup>nd</sup> COPY
<b>Step 2</b>	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Person or ACSUM (Bangor)
<b>Step 3</b>	Chancellor or Designee	Campus Grievance File	ACSUM (Bangor)



**APPENDIX D.1 - FY 2022 WAGE SCHEDULE**

**University of Maine System  
FY2022 Wage Schedule - ACSUM  
Effective July 11, 2021 -June 30, 2022**

<b>DBM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
<b>A11</b>	15.00	15.26	15.52	15.77	16.02	16.29	16.54	16.80	17.06	17.31	17.56	17.83	18.07	18.32	18.55	18.79
<b>A12</b>	15.13	15.39	15.64	15.90	16.15	16.41	16.66	16.92	17.16	17.42	17.68	17.94	18.19	18.45	18.69	18.94
<b>A13</b>	15.32	15.60	15.90	16.19	16.51	16.82	17.14	17.47	17.81	18.14	18.49	18.85	19.21	19.56	19.90	20.25
<b>B21</b>	15.95	16.37	16.79	17.21	17.64	18.06	18.49	18.91	19.34	19.75	20.19	20.61	21.03	21.46	21.87	22.26
<b>B22</b>	17.26	17.72	18.20	18.66	19.12	19.59	20.06	20.54	21.00	21.47	21.93	22.41	22.87	23.34	23.80	24.23
<b>B23</b>	18.56	19.07	19.58	20.10	20.61	21.12	21.63	22.15	22.65	23.16	23.67	24.18	24.70	25.20	25.71	26.17
<b>B31</b>	20.20	20.77	21.33	21.90	22.47	23.03	23.59	24.16	24.73	25.29	25.86	26.43	27.01	27.57	28.13	28.64
<b>B32</b>	22.17	22.78	23.40	24.02	24.64	25.26	25.88	26.52	27.13	27.74	28.36	28.97	29.62	30.23	30.85	31.41
<b>C41</b>	23.80	24.49	25.15	25.82	26.52	27.18	27.84	28.54	29.21	29.87	30.54	31.24	31.90	32.57	33.24	33.85

**APPENDIX D.2 - FY 2023 WAGE SCHEDULE**

**University of Maine System  
FY2023 Wage Schedule - ACSUM  
Effective July 01, 2022 -June 30, 2023**

<b>DBM</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
<b>A11</b>	15.38	15.64	15.91	16.16	16.42	16.70	16.95	17.22	17.49	17.74	18.00	18.28	18.52	18.78	19.01	19.26
<b>A12</b>	15.51	15.77	16.03	16.30	16.55	16.82	17.08	17.34	17.59	17.86	18.12	18.39	18.64	18.91	19.16	19.41
<b>A13</b>	15.70	15.99	16.30	16.59	16.92	17.24	17.57	17.91	18.26	18.59	18.95	19.32	19.69	20.05	20.40	20.76
<b>B21</b>	16.35	16.78	17.21	17.64	18.08	18.51	18.95	19.38	19.82	20.24	20.69	21.13	21.56	22.00	22.42	22.82
<b>B22</b>	17.69	18.16	18.66	19.13	19.60	20.08	20.56	21.05	21.53	22.01	22.48	22.97	23.44	23.92	24.40	24.84
<b>B23</b>	19.02	19.55	20.07	20.60	21.13	21.65	22.17	22.70	23.22	23.74	24.26	24.78	25.32	25.83	26.35	26.82
<b>B31</b>	20.71	21.29	21.86	22.45	23.03	23.61	24.18	24.76	25.35	25.92	26.51	27.09	27.69	28.26	28.83	29.36
<b>B32</b>	22.72	23.35	23.99	24.62	25.26	25.89	26.53	27.18	27.81	28.43	29.07	29.69	30.36	30.99	31.62	32.20
<b>C41</b>	24.40	25.10	25.78	26.47	27.18	27.86	28.54	29.25	29.94	30.62	31.30	32.02	32.70	33.38	34.07	34.70

## **APPENDIX E - HECCP Career Level Progressions**

### HECCP Career Level Progressions

Academic Records Specialist – C1  
Academic Records Specialist - CL2

Accounting Support Technician – C1  
Accounting Support Technician - CL2  
Accounting Support Technician - CL3

Administrative Clerk  
Administrative Specialist - C1  
Administrative Specialist - CL2  
Administrative Specialist - CL3

Child Care Assistant

Community Education Assistant – C1  
Community Education Assistant - CL2

Data Management Technician – C1  
Data Management Technician - CL2

Farm Operations Technician – C1  
Farm Operations Technician - CL2

Financial Aid Specialist – C1  
Financial Aid Specialist - CL2

IT Specialist – C1  
IT Specialist - CL2  
IT Specialist - CL3

Inventory Control Clerk  
Inventory Control Technician – C1  
Inventory Control Technician - CL2

Library Specialist – C1  
Library Specialist - CL2  
Library Specialist - CL3

Mail Services Assistant – C1  
Mail Services Assistant - CL2

Media Services Technician – C1  
Media Services Technician - CL2

Purchasing Technician – C1  
Purchasing Technician - CL2

Retail Services Assistant – C1  
Retail Services Assistant - CL2

Scientific Research Assistant  
Scientific Research Specialist – C1  
Scientific Research Specialist - CL2

**APPENDIX F - Memorandum of Understanding (APL #26)**

Memorandum of Understanding

AGREEMENT made by, between and among the University of Maine System, an institution of higher education with principal offices at Bangor, Maine (hereinafter "University") and the Universities of Maine Professional Staff Association of the University of Maine, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

Pursuant to discussions between the parties regarding employee travel reimbursement, the following agreement has been reached by the parties:

1. Employees in bargaining units covered by this Agreement shall normally be reimbursed for travel based upon the actual expenses incurred. Such actual expenses shall include, but not be limited to, both meals and lodging.
2. Employees may, prior to the start of travel, request to be reimbursed for expenses incurred on a per diem basis for meals and / or lodging. Such requests shall, except in extraordinary circumstances, be approved by the administration.
3. In those instances where employees are reimbursed on a per diem basis, there will be one rate for meals and one rate for lodging. This rate will be the same as the Federal Standard per diem for the entire continental United States at the time of travel (CONUS Rate) unless the University, at its discretion, approves a higher per diem rate.

It is hereby affirmed that these represent the agreements reached by the parties in their discussions. No other agreements, promises or inducements are made or implied. These agreements represent the totality of the understandings reached.

These agreements will be incorporated into Administrative Practice Letter #26 which shall be reissued with a new effective date upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: 2-24-03

By: Frank C. Gerry  
University of Maine System

Dated: 3-03-03

By: Loraine Lowell  
ACSUM, MEA / NEA

## APPENDIX G - 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  Biometric Screening  Wellness Points Health Assessment	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  Total Cholesterol (TC) HDL TC/HDL Ratio Triglycerides Glucose Blood Pressure Weight Height  umsriseup.maine.edu umsriseup.maine.edu	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

\*UMS current methodology for Tiering can be found on the UMS Benefits webpage at: <http://www.maine.edu/system/hr/medicalqjp.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 H - HECCP Position Review/Reclass Request Form**

**UNIVERSITY OF MAINE SYSTEM  
HECCP POSITION REVIEW/RECLASS REQUEST FORM**

Instructions: The information on this questionnaire will be used to review your current job responsibilities. It will also be used to conduct interviews with both yourself and your supervisor if needed. The answers in Parts I and II will be combined with the interview results as a basis for the position review decision.

Employees: Please complete Part I and then give the form to your supervisor.

Supervisors: Please review the answers in Part I, complete Part II, and forward the entire document to your campus Human Resources Office within the required timeframe. Please retain a copy for your records.

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**PART I – EMPLOYEE QUESTIONNAIRE**

**Employee Information**

**Name** \_\_\_\_\_

**Department** \_\_\_\_\_

**Supervisor's Name** \_\_\_\_\_

**Current:**

**Job Family** \_\_\_\_\_

**Classification** \_\_\_\_\_

**CL (If any)** \_\_\_\_\_

**Phone** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

I request a position review of my current  
(*You may indicate any or all for review*)

**Job Family** \_\_\_\_\_

**Classification** \_\_\_\_\_

**Career Level** \_\_\_\_\_

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**REASON FOR REQUEST**

Please summarize, in general, major duties currently performed that exceed those in your current classification and or career level. You will be asked for more details on these later in this questionnaire.

**A. YOUR DUTIES AND RESPONSIBILITIES:**

Please describe the various duties or responsibilities of your job and the approximate amount of time you spend on each. List all duties. Describe each task succinctly. You may wish to refer to the Class Responsibilities/essential Duties as outlined in the HECCP Classification Specifications found at [http://www.maine.edu/system/hr/heccp\\_job\\_class\\_specs.php](http://www.maine.edu/system/hr/heccp_job_class_specs.php). Estimate the frequency at which you perform each task and the percentage of your total workload it represents. Refer to the conversion chart below to compute percentages. Indicate whether you regularly make final decision with regard to this task. Make sure that your total percentage is not more than 100%.

**Conversion table for average amount of time spent performing major duties:**

<b>% of Time</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annually</b>
5%	.50 Hour	2 Hours	1 Day	3 Days	2.5 Weeks
10%	1 Hour	4 Hours	2 Days	6 Days	5 Weeks
15%	1.2 Hours	6 Hours	3 Days	9 Days	8 Weeks
20%	1.6 Hours	8 Hours	4 Days	12 Days	10 Weeks
25%	2 Hours	10 Hours	5 Days	15 Days	13 Weeks
30%	2.4 Hours	12 Hours	6 Days	18 Days	15.5 Weeks
35%	2.8 Hours	14 Hours	7 Days	21 Days	18 Weeks
40%	3.2 Hours	16 Hours	8 Days	24 Days	21 Weeks
45%	3.6 Hours	18 Hours	9 Days	27 Days	23 Weeks
50%	4 Hours	20 Hours	10 Days	30 Days	26 Weeks

**Attach any additional information which may clarify these duties.**

<b>DUTIES</b>	<b>FREQUENCY/ TIME SPENT</b>	<b>% TOTAL WORKLOAD</b>	<b>FINAL DECISION?</b>
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

Please explain how your work is assigned and checked (who assigns and checks your work; how often do you get assignments; how specific are instructions; how much of your work is checked and how often.)

**B. THE DECISIONS YOU MAKE**

Please list and briefly describe the types of important decisions and judgments you make regularly in the performance of your duties. Include information about what your decisions commit the university to doing.

Shared decisions:

Independent decisions:



Please describe an example of how an error in your independent decision making could adversely affect your department/students/the University, etc.

Please describe the type of problem solving you may be called upon to perform in your job.

Please describe an example of how an error in your problem solving could adversely affect your department/students/the University, etc.

### **C. YOUR INTERNAL AND EXTERNAL CONTACTS**

If your work involves contact with people outside your department or outside the University, please describe these contacts (whom they are with, what their purpose is, and how frequently they occur.)

**D. SUPERVISION**

If you do not supervise others check this box.

If you do supervise the work of others, please complete the following table by placing a check in the box next to the supervisory task that you perform for a particular category of worker:

	<i>Regular Employees</i>	<i>Temporary Employees</i>	<i>Student Workers</i>
Plan and assign work			
Check work			
Train			
Conduct and sign performance reviews			
Hire			
Participate in or make recommendations about:			
Hiring	_____	_____	_____
Discipline	_____	_____	_____
Promotion	_____	_____	_____
Performance review	_____	_____	_____

Are there any other points or comments that you would like considered?

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

**Date submitted to supervisor** \_\_\_\_\_

**PART II – SUPERVISOR/DEPARTMENT HEAD INPUT:**

*The supervisor and department head must submit their input within 10 working days of receipt of employee request. The supervisor and department head should respond in writing to the request in the space below.*

Please describe below your agreement or disagreement with the employee’s request and accompanying information.

**Supervisor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Department Head or next level administrator: Please indicate whether you agree and your reason:**

I \_\_\_\_ agree/ \_\_\_\_ disagree with the supervisor’s comments. Reason (if disagree):

**Department Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*The supervisor and department head should inform the employee of their input. A copy of completed form should be given to employee, the appropriate Chief Officer and VP, and forwarded promptly to the Campus Human Resources office.*

**Date sent to HR** \_\_\_\_\_

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**PART III – CAMPUS HR DECISION:**

Notes and findings:

**Campus HR Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Notification of decision provided to Employee and Supervisor: Date** \_\_\_\_\_

**APPENDIX I – Memorandum of Understanding (Article 22)**

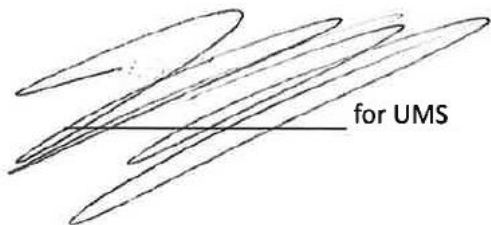
Memorandum of Understanding

Agreement made by, between and among the University of Maine System, an institution of higher education with principal offices in Bangor, Maine (hereinafter “University”), the Associated C.O.L.T Staff of the University of Maine System, MEA/NEA an employee organization with a place of business at Bangor Maine (hereinafter “Association”). The University and Association hereby agree as follows:

1. The collective bargaining agreement between the University and Association is amended as described below. In any instance where there may be a conflict between the provisions of this Agreement and the collective bargaining agreement, especially Articles 9.A.2 and 22.B.5, this Agreement shall be controlling.
2. The Association and the University agree that for Unit members whose positions become part of University Services the following shall apply:
  - a. These Unit members shall retain the seniority they had earned immediately prior to their position becoming part of University Services.
  - b. For purposes of applying the provisions of Articles 9.A.2 and 22.B.5, these unit members will be considered to be from the campus at which their position was located immediately prior to becoming part of University Services. This does not impact any other rights these unit members may have as University Services employees under the collective bargaining agreement covering the COLT unit.

In WITNESS WHEREOF, the parties hereto have executed this Agreement.

 for ACSUM

 for UMS

## APPENDIX J – Performance Improvement Plan Form

### Work Performance Improvement Plan

**Employee Name:**  
**Supervisor:**

**Date:**  
**Department:**

A Performance Improvement Plan (PIP) may be an appropriate tool for the management of employee job performance when documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. A PIP shall occur following an unsatisfactory evaluation or at any other time where documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. No PIP shall be required for regular employees where cause exists for termination of employment and no PIP shall be required for probationary unit members. Any PIP used in the performance management of ACSUM unit members shall be accompanied by documentation or evidence of unsatisfactory performance and shall be drafted with an opportunity for input of the affected employee. PIPs shall be documented on the PIP form and shall meet the following criteria:

1. All performance deficits will be clear, specific, and supported by evidence.
2. Goals shall be specific, objective, and measurable.
3. Where and when applicable and appropriate a statement of the assistance to be provided by the supervisor and/or others shall be connected to each objective.
4. A timeline for the evaluation and completion of the PIP. PIPs shall be for no longer than 90 days. However, this does not preclude subsequent PIPs.

In the instance where a PIP is completed in a satisfactory fashion the PIP shall be clearly marked as having been completed satisfactorily. A satisfactorily completed PIP shall be removed from the employee's file 18 months after satisfactory completion, unless there are repeated performance concerns within those 18 months.

**The following describes areas of concern and or substandard unacceptable work performance:** Please provide a narrative summary of concerns here.

### Work Performance Improvement Plan

Performance area to be improved				
Action to be taken for improvement				
Supervisor's role in helping employee improve performance				
Dates to meet with supervisor				
Expected results				
End Date				

I understand that my failure to improve my work performance to the acceptable standard described above may result in additional work performance improvement plans and or disciplinary action, up to and including dismissal.

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

Additional steps, I as a supervisor, will take to support the employee in achieving these expectations:

Supervisor: \_\_\_\_\_

Cc: Personnel File  
Human Resources

## Appendix K

### Memorandum of Understanding – Remote Work

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the University of Maine System and all of its campuses, locations, sites, centers and affiliated entities (collectively the “University”) and the Associated C.O.L.T. Staff of the Universities of Maine (“Union”), collectively (“the Parties”).

Whereas, the University, in its UMS Remote Work Guidelines document, recognizes remote work as a voluntary scheduled alternative work arrangement that permits an employee to work remotely during part or all of the workweek,

Whereas, the University believes that remote work can benefit the University of Maine System, employees, and communities in many ways. It can increase productivity and job satisfaction; improve retention and recruitment; reduce commuting costs, congestion, and pollution; and offer employees greater flexibility,

#### **The Parties thereby agree to the following:**

1. This Agreement and the attached UMS Remote Work Guidelines will be adopted into the ACSUM Collective Bargaining Agreement as Appendix K.
2. In applying the Guidelines, the University agrees to follow the general rules below:
  - a. Unit members shall be eligible to request either all or part of their job responsibilities to be performed via remote work.
  - b. Requests for remote work shall be made in writing to the employee’s direct supervisor for review. Not all positions are eligible for remote work and any such arrangements must be approved by the supervisor and subsequently approved by other appropriate levels of management.
  - c. Management has sole authority to approve or deny requests based on an analysis of an individual unit member’s job responsibilities and the eligibility and criteria outlined in the UMS Remote Work Guidelines. A remote work arrangement is a voluntary work alternative that is appropriate for some staff members and positions but not all. Whether a remote work arrangement is appropriate for a particular staff member is a case-by-case basis determination, considering the nature of the position; the impact to students, colleagues, and other constituents; and the likelihood of the employee to work successfully in a remote environment.
  - d. After a request for remote work is made, a decision on the request shall be rendered in 15 business days or fewer. If extenuating circumstances will delay the decision, management will communicate this and inform the employee of the date by which they can expect the decision.
  - e. If a request for remote work is denied either in whole or in part, the unit member shall receive the reason for denial in writing from their direct supervisor.

- f. If a request for remote work is denied, a unit member may request and receive an independent HR review and analysis of the request and reasons for the denial. Employees may request such a review by contacting their HR Partner.
- g. HR shall analyze the unit member's request and the subsequent rationale for denial using the eligibility criteria established in the Remote Work Guidelines document.
- h. HR shall provide the unit member a written copy of the findings of its independent review and analysis of the request denial within 15 or fewer working days of receipt of the request for HR review. If extenuating circumstances will delay the review, HR will communicate this and inform the employee of the date by which they can expect the outcome of the HR review.
- i. If Administrative Leave time is declared, the University will not differentiate between affected unit members who are working on campus and those who are working remotely for purposes of pay under Article 19, Section A (3). Administrative Leave will apply equitably for unit members working under both types of arrangements.
- j. If a unit member working remotely experiences a power or internet outage and is unable to perform work, they will be paid for the remainder of their shift.
- k. The Parties mutually understand that unit members without reliable power or internet connection will not be allowed to continue to work remotely.
- l. In certain circumstances, employees may be required to report to work in person or otherwise adjust their remote work schedule for a short-term basis to meet operational needs. Examples include, but are not limited to, coworkers on vacation or other leave. When feasible, the University will provide reasonable notice for this short-term adjustment to the employee's remote work agreement. Employees will not be required to make a short-term adjustment on the same day in which they are notified of the temporary adjustment.
- m. Remote work agreements are subject to periodic review, generally at six months and at least at the annual performance assessment, to ensure that they meet the work demands of the position and the needs of the University and may be rescinded at any time in the sole discretion of the University.
- n. Either the University or the unit member who is under a remote work agreement may provide reasonable notice of a desire to end the remote work agreement. The Parties anticipate that, absent extenuating circumstances, the reasonable notice period will be at least fourteen (14) days, consistent with the notice period set forth in Article 9 Section 2 regarding changes to work schedules. The University's rationale for any schedule change to remote work must be provided in writing to the employee and HR no fewer than 15 business days in advance of the effective date of the change. Remote work arrangements are not guaranteed and may be revised or discontinued in accordance with the Remote Work Guidelines. The approval, denial, revision, or discontinuation of all remote work arrangements must be provided in writing to the employee and must include the rationale for the decision. Employees may request an HR review of a revocation or revision of a remote work arrangement.



4. This Agreement contains the entire Agreement between the University and the Union with respect to the subject matter and supersedes any prior agreements or understandings between them.

//s// Brian L Berger  
Associated C.O.L.T. Staff of the Universities of Maine



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

May 5, 2022  
Date

May 5, 2022

\_\_\_\_\_  
Date

## Remote Work Guidelines University of Maine System

### Purpose

Remote work can benefit the University of Maine System, employees, and communities in many ways. It can increase productivity and job satisfaction; improve retention and recruitment; reduce commuting costs, congestion, and pollution; and offer employees greater flexibility.

The University of Maine System considers voluntary remote work when consistent with the needs of the University and an employee's department. Remote work is a voluntary scheduled alternative work arrangement that permits an employee to work remotely during part or all of the workweek. Decisions about requests to remote work will be made consistent with the provisions of the appropriate collective bargaining agreement or employee handbook.

These guidelines apply to continuing or recurring remote work arrangements (for example, every Wednesday). Temporary, brief, or occasional remote work – for example, to complete a short-term special project or when an employee needs to work remotely to care for a sick family member – are not subject to the guidelines.

### Definitions

**Remote Work:** When employees carry out their work duties away from the office. Also referred to as Telecommuting and Telework. Remote work does not need to be all or nothing, and certain jobs are more conducive to a remote work option than others. Options are as follows:

**Ongoing Remote:** The job role is determined to be remote.

**Hybrid Remote:** The job role is determined to be a combination of remote and in-person.

**Crisis Remote:** The job role is primarily, permanently or ideally in-person. A crisis prompts the role to become temporarily remote.

**Present On-Site:** The job requires on-site placement; it is geographically dependent. Remote is not an option, even in crisis situations.

### Eligibility

Remote work is available to regular and temporary staff who:

- Have successfully completed their probationary period (unless remote work is a condition for accepting employment),
- Have a record of satisfactory job performance,
- Have work responsibilities that can be performed remotely without adversely affecting quality, productivity, or the needs of the University,
- Have ongoing and reliable access to telephone and internet remotely which allow the employee to accomplish work tasks such as video training, video conferencing, or more,
- Have a dedicated work space that meets privacy and ergonomic requirements through annual review of safety checklist.

Employees may request to work remotely. Management has sole authority to approve or deny requests. If a request is denied, the employee may ask for a review by Human Resources.

## Criteria

Remote work is not suitable or practical for all work or all positions. It is generally not an option for positions involving a high level of student, employee, or public contact or requiring use of tools, equipment, or information that is available only at the University worksite. Work activities which require any type of hazard identification and mitigation, or the use of OSHA's hierarchy of controls (other than ergonomic considerations) are not suitable work activities for remote work.

Out of State Remote Work: There are significant legal and tax implications when employees work outside of Maine and outside of the United States. Managers must contact their Human Resources Partner prior to approving an employee to work outside of Maine/US.

It may be expected that an employee be available to work on-site and/or participate in on-site events upon request.

## Conditions

1. Remote work arrangements must be documented in a written agreement approved by the immediate supervisor and the appropriate manager. A copy will be placed in the employee's personnel file and sent to the University Human Resources office. Any changes to the remote work agreement will also be documented and retained in the personnel file.
2. The written agreement will include the following provisions:
  - a. Expectations about work to be performed and regularly scheduled check-in times or meetings.
  - b. Core hours when the employee will be available to supervisors, co-workers, and others.
  - c. Supervisor responsibility for reviewing work products to ensure that productivity, quality, and service are maintained at appropriate levels.
  - d. Agreement about how phone calls to the employee's University office and the need for others to contact the employee on remote work days will be addressed.
  - e. Agreed upon work-related office product expenses such as paper, writing utensils, and ergonomic equipment incurred by the employee will be provided by the University, subject to management approval.
  - f. A provision making clear that the University does not pay utility costs associated with remote work, including phone or internet service.
  - g. Employees are assigned a campus location. Travel reimbursement between an employee's remote work office and campuses not designated as a home campus will be reimbursed per University policy.
  - h. For hourly employees, advance supervisor approval is required if remote work will result in the employee working more than 40 hours in a week. Flexible schedules and comp time are encouraged when appropriate.
  - i. Employees will notify their supervisor and provide accurate time entry in MaineStreet when

disability leave or annual leave will be used during the timescheduled for working remotely.

3. All University observed holidays and departmental policies, procedures, and standards of conduct that apply to employees working on campus apply when an employee works remotely.
4. The employee is responsible for ensuring the confidentiality of University data, records, and other information used, stored, or accessed at their remote location. The employee will comply with Administrative Practice Letter VI-C, Employee Protection of Data, to protect covered data such as personally identifiable information. Appendix A to APL VI-C outlines appropriate measures to protect data and report security breaches.
5. The employee will be provided essentials to perform their job such as computer equipment and necessary software when required and appropriate. It is expected that employees will provide their own office furniture for work performed remotely. The University is not responsible for damage, repairs, or maintenance to any equipment/furniture owned by the employee.
6. Any University equipment provided for an employee's remote work use should be documented as University property and will be returned by the employee when the remote work arrangement concludes or the employee leaves University employment. The employee will bring University provided equipment to a University-designated location for maintenance, repairs, and return.
7. In-person meetings should never be held in the remote work location, and if it becomes necessary to meet in person, such meeting should be held at the campus location when appropriate.
8. Remote work is not a substitute for dependent care, and family responsibilities must not interfere with work time. A remote work employee is expected to devote all of their attention to University business during the agreed-upon work hours.
9. Employees are required to take all meal breaks and rest breaks as outlined in state law and collective bargaining agreements if applicable.
10. The employee is responsible for maintaining an appropriate, safe work area for remote work. The space must not have recognized dangers or hazards. The Self-Certification Checklist for Remote Work or comparable information should be provided to the employee.
11. The employee will continue to have statutory Workers' Compensation insurance coverage, when working remotely, for an injury that arises out of and in the course of University-approved work. An employee who has a work-related injury must report it immediately to the supervisor and other designated officials responsible for Workers' Compensation claims. The University has the right, but may not exercise this right in each situation, to inspect the site of the injury if a work-related injury is reported. Injuries that occur outside of the designated work space will not be considered work related.
12. The University is not responsible for damage to the employee's or third party's property or injuries to third parties unless caused by the negligent acts or omissions of the University.
13. The remote work agreement is subject to periodic review, generally at six months and at least at the annual performance assessment, to ensure that it meets the work demands of the position, the needs of the University, and the eligibility and criteria outlined above, and may be rescinded at any time in the sole discretion of the University. Unit members under a remote work agreement may provide reasonable notice of a desire to end the remote work agreement. The approval, denial, revision, or discontinuation of all remote work arrangements must be provided in writing to the employee and must include the rationale for the decision.
14. Seniority (applies to ACSUM and UMPA unit members only) – If more than one employee in the bargaining unit in the same classification and the same department wish to participate in the remote work program and the employees have equal qualifications, the most senior unit member will receive the remote work assignment, if both cannot be approved.

15. After supervisor approval, employees wishing to work remotely are to go through the Ergonomic Assessment Process flow chart following directions and completing each necessary step in order to self-certify their remote work space. Supervisors must receive signed documentation from the employee which confirms (according to the flow chart) that steps have been completed, and during the annual review, ensure that the self-certification is documented. This process of employee self-certification must take place within 2 business days of an employee being authorized to work remotely, although certain elements of the flow chart can be accomplished ahead of time by employees.
  - a. If deemed necessary after the employee has completed their own assessment, ergonomic assessments may be requested when the employee has completed the necessary steps in the remote work flow chart. Ergonomic assessments are coordinated through Risk Management and may be completed by a worker's compensation insurer, third party evaluator, or internal University resources such as Safety Management. It is the responsibility of the supervisor to ensure that evaluations are requested at the appropriate point in the process.