

Memorandum of Understanding

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 Associated Faculties of the University of Maine System ("Union"), collectively ("the Parties"). The parties agree that this agreement shall be incorporated into the existing CBA, and shall be read in concert with the provisions covering termination, suspension, and discipline.

The Parties hereby agree as follows:

1. *Cleveland Bd. of Educ. v. Loudermill*, 470 U.S. 532 (1985), establishes due process rights for public employees who maintain a property right in their continued employment. Those rights include notice and the opportunity to respond.
2. When there is a reasonable belief that a disciplinary matter could result in termination, the following process will be followed:
 - a. Notice of the charge or charges shall be communicated to the employee, and to the respective bargaining agent, no later than 6 months prior to the effective date of the proposed termination.
 - b. If the chief administrative officer believes the unit member's conduct to be so egregious as to warrant potential immediate dismissal, notice shall be communicated to the employee and the Association within 3 business days of the intent to take the potential employment action.
 - c. If the Chief Administrative Officer believes the unit member's conduct to be so serious as to warrant suspension, such suspension shall be with pay unless the unit member has been deemed to have abandoned his/her position.
 - d. If notice is required pursuant to (a), (b), or (c) of this section, the notice shall include the contractual section, policy, law, and/or any other provision that the employee is alleged to have violated.
 - e. The employee subject to the notice is entitled to a pre-termination hearing within 60 days of receipt of the Notice. By mutual written consent, the parties may toll this deadline.
 - i. The University bears the burden of proof in the pre-termination hearing.
 - ii. The pre-termination hearing shall provide the Parties an opportunity to be heard, to present evidence, and allow examination of the opposing evidence.
 - iii. The Pre-termination hearing shall be conducted by the Chief Administrative Officer, or his/her designee, who shall render a written decision within 14 calendar days of the completion of the hearing.
 - iv. The written decision shall include findings of fact, the rationale, and conclusion of the Chief Administrative Officer, or his/her designee.

- f. The Parties shall exchange all evidence expected to be relied on at the hearing, and a list of all witnesses who may appear at the hearing, no later than 7 business days prior to the hearing. The Parties may submit evidence or additional witnesses after 7 business days prior to the hearing by mutual consent. Evidence that is not disclosed pursuant to this section may not be relied on by the Chief Administrative Officer, or his/her designee.
3. Any disagreements about application of this MOU shall be subject to collective bargaining.
 4. The Parties further agree that the procedures prescribed by this MOU will be included in the successor collective bargaining agreement.
 5. This Agreement contains the entire Agreement between the University and the Union with respect to the subject matter.
 6. Failure to follow the procedures prescribed in this MOU is a grievable subject and may be pursued through the process detailed in Article 15 of the collective bargaining agreement.

In Witness Whereof, the Parties have executed this Agreement.

Jim McClymer
Union

6/26/2023
Date

[Signature]
University of Maine System

7.13.23
Date