

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 2007 – June 2009

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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, 2007–June 30, 2009 can also be found at the University's web site:  
[http://www.maine.edu/system/lr/labor\\_relations.php](http://www.maine.edu/system/lr/labor_relations.php) 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.
- 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 which are assigned to wage bands 3 through 8, 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.
  - 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

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

9. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees. Agendas will be available at the Office of the Clerk of the Board of Trustees on the third business day preceding scheduled meetings.
  10. 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 twenty-five (25) days per fiscal year to attend conferences 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 Associate Vice Chancellor for Human Resources.
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 eighty (280) 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 agenda, 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. Upon the hiring of any new regular unit member, the University shall promptly forward a copy of the appointment letter for said employee to the Maine Education Association.

#### **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.
- 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. 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 of any material in the personnel file and may be required to pay five (5) cents per page of copying. 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.
  - 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. 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, upon written request and payment of five (5) cents per page of copying, 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.
  - I. Letters of advice or counsel which do not meet the criteria for letters of reprimand given in Article 6E shall not remain in the personnel file for more than twelve (12) months from the date of issuance provided that the unit member has had no other letter of advice or counsel during this period.

#### **ARTICLE 6 - DISCIPLINE**

- A. The University shall not discipline, suspend without pay 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. 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 employees' 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. An evaluation form which is recommended for the conduct of employee evaluations under this Article is attached hereto as Appendix A. This form may be used in connection with any evaluation required under this Article. Evaluation forms other than the form attached hereto as Appendix A may be used in connection with the evaluation requirements of this article.
- 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 Employee Self-Assessment portion of the revised UMS Classified Employee Evaluation Form shall be totally voluntary and employees shall suffer no reprisals or pressure from supervisors to complete this Section.

## **ARTICLE 8 - POSITION REVIEW AND RECLASSIFICATION PROCEDURE**

- A. 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.
- B. The unit member shall submit a completed and signed position review request form to his or her appropriate supervisor. The unit member's immediate supervisor shall forward the request form 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 shall be given to the unit member at the time that it is forwarded to Human Resources.
- C. 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.
- D. 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 the completion by the unit member and appropriate supervisor of a questionnaire outlining the unit member's current job duties and responsibilities. The audit also may include an on-site evaluation.
- E. 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 existing criteria and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the unit member shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the unit member.
- F. The wage rate for unit members who are reclassified to another job classification shall be determined in accordance with Article 11.
- G. The effective date of an approved reclassification shall be the date that the completed position review request form was submitted to the appropriate supervisor by the unit member.
- H. 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 band.
- I. The University shall process all position review requests ninety (90) days from the date that it is received by the campus Human Resources Office.
- J. 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.

## **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.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 when campus administration determine that flexible schedules may be 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.
- 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 base rate of pay. The University may choose to provide such compensation in the form of paid time off, which 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 forty (40) 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 forty (40) hours of compensatory time, the University shall pay the unit member for the accumulated hours in excess of forty (40) hours at the unit member's straight time 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 unit member to a non-renewable fixed length appointment for a specified duration which shall not exceed two (2) years. Employment shall be for the length of the appointment except in the case of termination for just cause. 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 20, 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.

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.

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.
- 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 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**

All references to "anniversary date" in this Article shall mean job entry anniversary date.

- A. 1. Effective July 1, 2007, each rate on the FY 2007 COLT Wage Schedule shall be increased by 3%, creating the FY 2008 Wage Schedule. All unit members on the FY 2007 Wage Schedule will be moved to the FY 2008 Wage Schedule in the band and step they hold in the FY 2007 Wage Schedule. Unit members whose hourly rate exceeds the maximum rate on the FY 2008 Wage Schedule shall receive an increase of 3% to the June 30, 2007, hourly rate.
2. Effective July 1, 2008, each rate on the FY 2008 COLT Wage Schedule shall be increased by 3% creating the FY 2009 Wage Schedule. All unit members shall be placed on the FY 2009 Wage Schedule in the band and step they hold on the FY 2008 Wage Schedule. Unit members whose hourly rate exceeds the maximum rate on the FY 2009 Wage Schedule shall receive an increase of 3% of the June 30, 2008, hourly rate.
3. Effective July 1, 2007 through June 30, 2008, a unit member with satisfactory performance and whose hourly rate is below the top step for the wage band applicable to the classification, will be placed on the next higher step in the appropriate wage band of the FY 2008 Wage Schedule on the second anniversary, and subsequent even numbered anniversaries of appointment to the current classification. The effective date of the increase will be the anniversary date.
4. Effective July 1, 2008, through June 30, 2009, a unit member with satisfactory performance and whose hourly rate is below the top step for the wage band applicable to the classification will be placed on the next higher step in the appropriate wage band of the FY 2009 Wage Schedule on the second anniversary, and subsequent even numbered anniversaries of appointment to the current classification. The effective date of the increase will be the anniversary date.
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. Employees whose current hourly wage rate exceeds the top step of the wage band are not entitled to further step movement.
7. The following conditions apply to all wage increases:
  - a. A unit member must be actively employed as of the pay period in which an increase is processed to be eligible for the increase and any retroactive pay.
  - b. Unit members at the maximum (highest numbered) step for the appropriate wage band or whose hourly rate exceeds the maximum for the band are not entitled to further step movement.
8. New regular unit members will be placed on a step that pays a minimum starting rate not to be less than \$9.50 per hour.
9. There shall be no entitlement to further step advancement beyond the June 30, 2009 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.

10. 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.
- B. Unit members who are promoted to a different job in a higher wage band shall be placed on the step of the new wage band of the C.O.L.T. Unit Wage Schedule that provides at least a 5% increase to their hourly rate.
- C. Unit members who are demoted to a different job in a lower wage band shall have their new hourly rate established in the following manner:
- a. calculate the percentage of the current hourly rate of the current Start Step;
  - b. apply the resulting percentage to the Start Step in the new wage band.
  - c. and, place on the step that provides at least the calculated rate.
- D. Unit members who are transferred to another classification in the same wage band shall retain the same hourly rate as they received in the previous job.
- E. 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 band which is not substantially different shall not be changed.
- F. 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.
- G. 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.
- H. Effective July 1, 1997, all newly hired employees 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 a health plan, as modified below, or a comparable plan for all full-time regular unit members. Unit members will pay 11.25% of the total premium cost for single coverage and 13.25% of the incremental premium cost for any dependent coverage. The employees' last dollar amount, shown herein, will continue at that fixed dollar amount until a successor agreement is negotiated.

Full-time employees shall have premium payments listed below deducted bi-weekly from their pay for health coverage effective July 1, 2007:

<b>July 1, 2007-December 31, 2007</b>				
<b>Comprehensive</b>	Total Monthly Premium Cost	<b>Bi-Weekly Employee Share</b>	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$427.80	\$22.21	\$5,133.60	\$577.46
Single Plus One	\$941.15	\$53.61	\$11,293.80	\$1,393.86
Family Coverage	\$1,197.84	\$69.30	\$14,374	\$1,801.80
<b>Point of Service</b>	Total Monthly Premium Cost	<b>Bi-Weekly Employee Share</b>	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$401.89	\$20.87	\$4,822.68	\$542.62

Single Plus One	\$884.16	\$50.36	\$10,609.92	\$1,309.36
Family Coverage	\$1,125.29	\$65.11	\$13,503.48	\$1,692.86

**January 1, 2008-December 31, 2008**

<b>Comprehensive</b>	<b>Total Monthly Premium Cost</b>	<b>Bi-Weekly Employee Share</b>	<b>Total Yearly Premium Cost</b>	<b>Total Yearly Employee Share</b>
Single Coverage	\$507.81	\$26.37	\$6,093.72	\$685.62
Single Plus One	\$1,117.19	\$63.63	\$13,406.28	\$1,654.38
Family Coverage	\$1,421.85	\$82.26	\$17,062.20	\$2,138.76

<b>Point of Service</b>	<b>Total Monthly Premium Cost</b>	<b>Bi-Weekly Employee Share</b>	<b>Total Yearly Premium Cost</b>	<b>Total Yearly Employee Share</b>
Single Coverage	\$477.30	\$24.78	\$5,727.60	\$644.28
Single Plus One	\$1,050.06	\$59.81	\$12,600.72	\$1,555.06
Family Coverage	\$1,336.43	\$77.32	\$16,037.16	\$2,010.32

Assumes premium rate increase not to exceed 15% and SOP at 2%.

**January 1, 2009-December 31, 2009**

<b>Comprehensive</b>	<b>Total Monthly Premium Cost</b>	<b>Bi-Weekly Employee Share</b>	<b>Total Yearly Premium Cost</b>	<b>Total Yearly Employee Share</b>
Single Coverage	\$583.98	\$30.32	\$7,007.76	\$788.32
Single Plus One	\$1,284.76	\$73.18	\$15,417.12	\$1,902.68
Family Coverage	\$1,635.12	\$94.60	\$19,621.44	\$2,459.60

<b>Point of Service</b>	<b>Total Monthly Premium Cost</b>	<b>Bi-Weekly Employee Share</b>	<b>Total Yearly Premium Cost</b>	<b>Total Yearly Employee Share</b>
Single Coverage	\$548.90	\$28.50	\$6,586.80	\$741.00
Single Plus One	\$1,207.57	\$68.78	\$14,490.84	\$1,788.28
Family Coverage	\$1,536.89	\$88.92	\$18,442.68	\$2,311.92

Assumes premium rate increase not to exceed 15% and SOP at 2%.

2. Health Insurance Premium Rebate

If, during the term of this Agreement the UMS Group Health Plan continues to operate on a minimum premium contract and the total premium amount for a calendar year exceeds the costs paid to the insurer 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. For calendar year 2006 these amounts shall be:

Single coverage	\$36.50
Employee plus one coverage	\$73
Family coverage	\$109.50

3. Prescription Drug Plan –

- a. There shall be a three (3) tier plan per 30 day supply: \$10.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications.
  - b. A mail order option is available through the Healthcare Provider 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 Healthcare Provider.
  - c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.
4. a. 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 and spouse 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 the spouse or family coverage.
- b. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible for group health coverage as described in Section A.1. Participating unit members shall pay any premium for which full-time regular unit members are responsible.
5. 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.
- B. 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.
- C. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, 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.
- D. 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 will require filing of an affidavit certifying the following:
- 1. The partners are each at least 18 years of age and are mentally competent to contract.

2. The partners are not married to anyone.
  3. The partners are not related by blood to a degree which would prohibit marriage in the State of Maine.
  4. The partners reside together and have resided together for at least six (6) months.
  5. The partners are financially interdependent (evidence of financial interdependence will be required).
  6. Misrepresentation of information in the affidavit will result in disciplinary action up to termination of employment and an obligation to repay benefits received.
  7. The Unit member will notify the University by completion of a form when a domestic partnership ends.
  8. Eligibility for benefits shall extend to dependent children, as defined by the IRS, of an employee's partner.
- E. The University will provide a dental plan. The University will pay 100% of the premium for the regular, full-time employee. Part-time regular employees shall pay one half of the premium cost for their coverage. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.
- F. The Association may have three (3) unit members to attend meetings of the Joint Health Options Committee with paid release time during working hours.

### **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 1% (one percent) any unit member contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating unit members shall make contributions in whole number percentages. 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 former Appendices G-I and II 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.

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. 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.
  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.
- D. 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.

\*This Article replaces Appendices F I and II

#### 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 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. Prorated 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 physician 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. Subject to supervisory approval accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated, may be used in the event of serious illness or death 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, or in the event of death, to attend to the details related thereto. Approval for such use of sick leave will not be unreasonably denied.
- K. The University will record sick leave earned, used, and accumulated, and will supply this information to each unit member at least biweekly.
- L. 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





























APPENDIX A 1 of 3  
UNIVERSITY OF MAINE SYSTEM  
**INSTRUCTIONS FOR CONDUCTING  
CLASSIFIED EMPLOYEE PERFORMANCE ASSESSMENTS**

**WHAT IS PERFORMANCE ASSESSMENT?**

**Performance assessment is a formal, written evaluation summarizing an employee’s job performance for the current assessment period and setting goals for the next assessment period.** (“Performance assessment” has the same meaning as the terms “evaluation” or “employee evaluation” in the University’s collective bargaining agreements with the unions.)

A meaningful and effective performance assessment promotes and enhances 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.

Performance assessment is an important part of the performance management process. For tips, examples, and guidance on how to prepare for and conduct the performance assessment, visit:

<http://www.maine.edu/system/hr/perman.php>.

**WHO COMPLETES THE PERFORMANCE ASSESSMENT?**

Each supervisor is responsible for doing at least an annual assessment of the regular employees s/he supervises. Employees have an opportunity to participate in the performance assessment process by doing a self-assessment and participating in goal setting. Here are the steps to follow, along with a suggested timeline and a checklist to help guide you through the process.

**STEP-BY-STEP INSTRUCTIONS**

*(For a quick guide, see the checklist at the end of the instructions)*

STEP 1	The supervisor and employee schedule a time 2-3 weeks before the actual performance assessment meeting. The supervisor gives the employee a copy of the forms ( <i>Instructions; Part 1: Self-Assessment</i> ; and, for informational purposes, <i>Part 2: Employee Performance Assessment</i> ) and the employee’s current job description*. The supervisor asks the employee to complete the <i>Employee Self-Assessment</i> and, at the employee’s choice, either return it to the supervisor a week before the meeting or bring it to the meeting. The supervisor also encourages the employee to make notes about draft goals for the coming year.
STEP 2	The employee reviews the current job description before completing the <i>Self-Assessment</i> . The <b>employee then completes the <i>Self-Assessment</i></b> and either gives it to the supervisor a week before the meeting or brings it to the meeting ( <b>the self-assessment is optional for employees in the Service &amp; Maintenance, Police and COLT Units</b> ).
STEP 3	In advance of the meeting, the <b>supervisor reviews and signs the <i>Self-Assessment</i></b> (if provided by the employee) and <b>drafts responses to <i>Part 2: Performance Assessment</i></b> . The supervisor is encouraged to request input from others who assign work to the employee in order to give a full and fair assessment (input should be gathered systematically). The supervisor should refer to the <i>Employee Performance Criteria</i> attached to the <i>Employee Performance Assessment</i> form to guide the assessment. To increase the value of this process, supervisors are encouraged to comment on each performance criterion. <b>Any rating of <i>Needs Improvement</i> or <i>Unsatisfactory</i> requires a supervisory comment.</b>

APPENDIX A 1 of 3  
 UNIVERSITY OF MAINE SYSTEM  
**INSTRUCTIONS FOR CONDUCTING  
 CLASSIFIED EMPLOYEE PERFORMANCE ASSESSMENTS**

STEP 4	<p>During the performance assessment meeting, the supervisor and employee discuss the <i>Employee Self-Assessment</i> (if one was completed) and the draft <i>Performance Assessment</i> form. The supervisor should begin by highlighting specific areas of strong performance, then point out specific areas where improvement is needed.</p> <p>The supervisor and employee review whether last year's goals were accomplished and then <b>jointly discuss and document goals for the next year</b> (Section III.B.). Goals should be specific, attainable within the time in which they are to be completed, and appropriate to the employee's job classification (<b>for tips on establishing appropriate goals, visit <a href="http://www.maine.edu/system/hr/pa_smart.php">http://www.maine.edu/system/hr/pa_smart.php</a></b>). An employee may not agree with the goals set for his/her position but should understand that they will be used in the next assessment.</p> <p><b>For any rating of <i>Unsatisfactory</i> or <i>Needs Improvement</i>, it is highly recommended that a Performance Improvement Plan be developed in Section IV.</b> The supervisor should first ask the employee for suggestions about ways to improve performance, then offer his or her own suggestions.</p>
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STEP 5	<p>After the performance assessment meeting, the <b>supervisor finalizes the written assessment</b>, incorporating points discussed at the meeting. Then both the <b>supervisor and employee sign the <i>Performance Assessment</i> form (Section V)</b>. 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 <i>Self-Assessment</i> (if one was completed) and the <i>Employee Performance Assessment</i> to the employee and <b>sends the original to the supervisor's department or unit head for that administrator's signature</b>. 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 assessment to the file custodian.</p>
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CONFIDENTIALITY	<p>Confidentiality of the performance assessment is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance assessment 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.</p>
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**\*IMPORTANT NOTE ABOUT THE JOB DESCRIPTION**

Some departments have developed a site-specific job description that describes an employee's specific duties. A site-specific job description is a supplement to the system-wide generic job description for the employee's position. If desired, the site-specific job description may be used as the basis for the performance assessment. If using the site-specific job description for the performance assessment, please attach it to the assessment form. **Site-specific job descriptions require review and approval by the university Human Resources office.**

If the job description for the employee's position does not provide a good fit for the employee's actual responsibilities, the supervisor should consider whether a position review is needed to determine if the employee's position is appropriately classified.

**IS A POSITION REVIEW NEEDED?**

If the performance assessment reveals that an employee's current responsibilities have changed significantly from the job description, it may be appropriate for the employee or supervisor to contact Human Resources to request a position review.

APPENDIX A 1 of 3  
 UNIVERSITY OF MAINE SYSTEM  
**INSTRUCTIONS FOR CONDUCTING  
 CLASSIFIED EMPLOYEE PERFORMANCE ASSESSMENTS**

Performance Assessment Checklist for Supervisors

Done ✓	Item	When	Who
1.	Establish time to meet for performance assessment	2-3 weeks prior to meeting	supervisor and employee
2.	Download <i>Instructions, Part 1: Self-Assessment</i> , and <i>Part 2: Employee Performance Assessment</i> from HR website  Give Part I: <i>Self-Assessment</i> , copies of instructions, Part 2 form, and copy of job description to employee	2-3 weeks prior to meeting	supervisor  supervisor
3.	Fill out and give <i>Self-Assessment</i> to supervisor ( <i>optional for employees in the COLT, Service &amp; Maintenance and Police Units</i> )	1 week prior to meeting or at the meeting	employee
4.	Review job description	Several days prior to meeting	employee, supervisor
5.	Meet to conduct performance assessment	For at least one hour	employee, supervisor
6.	Prepare final version of <i>Part 2: Employee Performance Assessment</i> and give to employee	Within 1 week after the meeting	supervisor
7.	(Optional) Write response to <i>Part 2: Employee Performance Assessment</i> and give to supervisor	Within 1 week after the meeting	employee
8.	Sign <i>Part 2: Employee Performance Assessment</i>	Within 1 week after the meeting	employee, supervisor, dept/unit head
9.	Send signed <i>Part 1: Self-Assessment</i> (if completed) and <i>Part 2: Employee Performance Assessment</i> (and optional employee response) to HR file custodian; give copies of all documents to employee	Within 2 weeks after the meeting	supervisor



APPENDIX A 2 of 3  
UNIVERSITY OF MAINE SYSTEM  
**PART 1 – EMPLOYEE SELF-ASSESSMENT**

7. Would you like to comment or make any suggestions for improving your work environment?

8. What is your assessment of your overall job performance during the past year? (*check one box*)

- Outstanding (exceptional performance)
- Commendable (you perform beyond normal requirements and competence)
- Effective (you fulfill the normal job requirements with some strong points)
- Needs improvement (you perform slightly below job requirements)
- Unsatisfactory (job performance must be improved substantially to be acceptable)

9. Other comments:

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The supervisor's signature does not necessarily indicate agreement with the Self-Assessment.*

APPENDIX A 3 of 3  
UNIVERSITY OF MAINE SYSTEM  
**EMPLOYEE PERFORMANCE CRITERIA**

*(For use in conjunction with Part 2 - Employee Performance Assessment)*

A supervisor completing Sections II. A and B of the *Employee Performance Assessment* should first review the questions listed below, which illustrate aspects of each performance area. Not all questions will apply to every position. In addition, there may be other aspects of a performance area that apply to some positions. The questions are intended to assist, but not to limit, the assessment.

**A. Job Qualities and Job Performance Skills**

1. Job Knowledge:

What is employee's level of the knowledge required to perform the job?  
How well does employee understand job responsibilities?  
How well does employee understand and follow policies and procedures?

2. Productivity:

Does employee produce work at satisfactory levels?  
Is employee's work complete and accurate?

3. Dependability:

Can employee be relied on to fulfill job responsibilities in both routine and complex job situations?  
Does employee meet deadlines?

4. Attendance:

What is employee's attendance record? (*Do not consider approved leave time*)  
Is leave time requested in a timely manner that recognizes university needs?  
Does employee report to work on time and work scheduled hours?

5. Understanding and Following Directions:

How well are directions understood and carried out?  
Does employee appropriately ask for guidance in interpreting directions?

6. Safety and Injury Prevention (*Do not consider filing of workers' compensation claims, but do consider unsafe work practices*):

Does employee follow safe work practices and have a safe work record?  
Does employee use applicable safety and ergonomic equipment or devices?

7. Judgment:

Does employee make appropriate decisions within the scope of his/her job?  
What are the consequences of employee's decisions?

8. Adaptability to Change:

How does employee respond to changes in assignments, procedures, and circumstances?  
Is employee receptive to new ideas and concepts?

APPENDIX A 3 of 3  
UNIVERSITY OF MAINE SYSTEM  
**EMPLOYEE PERFORMANCE CRITERIA**

*(For use in conjunction with Part 2 - Employee Performance Assessment)*

9. Organization and Planning:

Does employee define and arrange activities in a reasonable manner?

Does employee effectively use resources including time, money, materials, and staff within the scope of his/her job?

10. Problem Solving and Decision Making:

Does employee develop appropriate solutions to problems and make effective decisions within the scope of his/her job?

Can employee distinguish between significant and minor issues?

11. Use of Tools and Technology:

Does employee show competence in use of tools and technology?

Does employee use available tools and technology to improve efficiency and effectiveness?

**B. People Skills**

1. Oral and Written Communication :

How well does employee express self?

How well does employee communicate with supervisees (if applicable), co-workers, students, and others?

How well does employee keep supervisors informed?

Is written communication clear and effective?

2. Customer service skills (customers may be students, other employees, members of the general public, and/or others):

Does employee display a positive and appropriate manner with customers?

Does employee provide prompt service?

Does employee respond appropriately to customer problems and complaints?

3. Relationships with Others:

Does employee work effectively with other people?

4. Leadership and Supervision (if applicable):

Does employee delegate appropriate tasks to staff s/he supervises?

Does employee develop the capabilities of staff s/he supervises?

Does employee motivate staff s/he supervises so that they work together towards common objectives?

5. Teamwork:

Does employee work cooperatively with others?

Does employee support other team members and team decisions?



# UNIVERSITY OF MAINE SYSTEM ACSUM STEP 1 GRIEVANCE FORM

Grievant: \_\_\_\_\_

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

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 on)  mail or  personal delivery

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

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

DISTRIBUTION

ORIGINAL

1<sup>st</sup> COPY

2<sup>nd</sup> COPY

**Step 1**

Designated  
Administrator

Grievant

Campus Grievance  
Representative or  
ACSUM (Bangor)



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 \_\_\_\_\_  
(if ACSUM is representing the grievant or if a Step 3 grievance, an ACSUM representative must sign.)

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

Date Received \_\_\_\_\_ By \_\_\_\_\_ Grievance No. \_\_\_\_\_

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 Representative or ACSUM
<b>Step 3</b>	Chancellor or Designee	Campus Grievance File	ACSUM

APPENDIX D-I  
 COLT FY08 Wage Schedule  
 July 1, 2007 - June 30, 2008  
 3% increase from FY07 wage schedule

Wage Band	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
3	8.12	8.45	8.66	8.86	9.06	9.28	9.48	9.69	9.89	10.10	10.30	10.52	10.72	10.93	11.13	11.34				
4	8.22	8.55	8.76	8.96	9.17	9.37	9.58	9.79	10.00	10.20	10.41	10.61	10.83	11.02	11.24	11.44	11.65			
5	8.39	8.73	8.93	9.14	9.34	9.55	9.75	9.96	10.17	10.38	10.58	10.79	10.99	11.21	11.40	11.62	11.82	12.02		
6	8.61	8.96	9.18	9.39	9.62	9.83	10.05	10.26	10.49	10.70	10.92	11.13	11.35	11.57	11.79	12.00	12.23	12.43		
7	8.84	9.20	9.41	9.64	9.85	10.07	10.28	10.51	10.72	10.94	11.15	11.37	11.59	11.81	12.02	12.25	12.46	12.68		
8	9.13	9.49	9.72	9.95	10.18	10.41	10.63	10.87	11.09	11.32	11.55	11.77	12.00	12.24	12.46	12.69	12.93			
9	9.28	9.65	9.87	10.10	10.33	10.56	10.79	11.01	11.25	11.47	11.70	11.93	12.16	12.38	12.62	12.83	13.07	13.31		
10	9.54	9.91	10.16	10.40	10.63	10.88	11.11	11.35	11.59	11.83	12.07	12.31	12.56	12.78	13.03	13.27	13.50	13.75		
11	9.71	10.10	10.35	10.58	10.83	11.06	11.30	11.54	11.77	12.01	12.26	12.49	12.73	12.98	13.20	13.45	13.69	13.93		
12	10.02	10.42	10.66	10.92	11.17	11.42	11.67	11.92	12.17	12.41	12.67	12.93	13.16	13.42	13.67	13.92	14.17	14.42		
13	10.22	10.63	10.90	11.15	11.42	11.68	11.94	12.21	12.46	12.72	12.99	13.25	13.50	13.77	14.03	14.29	14.54	14.81		
14	10.46	10.88	11.13	11.39	11.66	11.92	12.18	12.43	12.70	12.97	13.21	13.48	13.75	14.01	14.27	14.52	14.79	15.06	15.31	
15	10.79	11.23	11.49	11.76	12.04	12.31	12.59	12.84	13.12	13.40	13.67	13.94	14.21	14.48	14.76	15.03	15.30	15.57		
16	10.98	11.42	11.69	11.96	12.24	12.51	12.77	13.05	13.33	13.60	13.86	14.13	14.41	14.69	14.95	15.22	15.50	15.77	16.04	
17	11.30	11.75	12.04	12.32	12.61	12.90	13.16	13.45	13.74	14.02	14.30	14.58	14.86	15.15	15.44	15.71	16.00	16.28	16.56	
18	11.58	12.05	12.34	12.64	12.94	13.21	13.51	13.81	14.10	14.40	14.70	14.98	15.27	15.57	15.87	16.16	16.45	16.75	17.04	
19	11.82	12.29	12.59	12.89	13.16	13.46	13.76	14.05	14.35	14.64	14.92	15.22	15.52	15.81	16.10	16.40	16.70	16.98	17.28	
20	12.23	12.71	13.02	13.33	13.63	13.93	14.23	14.53	14.84	15.15	15.46	15.75	16.06	16.37	16.67	16.97	17.28	17.59	17.88	
21	12.38	12.90	13.18	13.49	13.80	14.10	14.41	14.72	15.02	15.32	15.63	15.93	16.23	16.54	16.84	17.15	17.45	17.76	18.07	18.38
22	12.73	13.25	13.55	13.87	14.19	14.50	14.82	15.14	15.46	15.77	16.08	16.40	16.72	17.03	17.35	17.66	17.98	18.28	18.60	18.92
23	13.05	13.57	13.89	14.22	14.54	14.87	15.20	15.53	15.86	16.18	16.51	16.83	17.16	17.48	17.81	18.14	18.47	18.80	19.12	19.45
Effective July 1, 2007 employees will receive a 3.0% increase to their hourly rate.																				
Employees above the maximum of the band shall receive any across the board salary adjustments provided for in this Agreement.																				

APPENDIX D-II  
 COLT FY09 Wage Schedule  
 July 1, 2008 - June 30, 2009  
 3.0% increase from FY08 wage schedule

Wage Band	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
3	8.36	8.70	8.92	9.13	9.33	9.56	9.76	9.98	10.19	10.40	10.61	10.84	11.04	11.26	11.46	11.68				
4	8.47	8.81	9.02	9.23	9.45	9.65	9.87	10.08	10.30	10.51	10.72	10.93	11.15	11.35	11.58	11.78	12.00			
5	8.64	8.99	9.20	9.41	9.62	9.84	10.04	10.26	10.48	10.69	10.90	11.11	11.32	11.55	11.74	11.97	12.17	12.38		
6	8.87	9.23	9.46	9.67	9.91	10.12	10.35	10.57	10.80	11.02	11.25	11.46	11.69	11.92	12.14	12.36	12.60	12.80		
7	9.11	9.48	9.69	9.93	10.15	10.37	10.59	10.83	11.04	11.27	11.48	11.71	11.94	12.16	12.38	12.62	12.83	13.06		
8	9.40	9.77	10.01	10.25	10.49	10.72	10.95	11.20	11.42	11.66	11.90	12.12	12.36	12.61	12.83	13.07	13.32			
9	9.56	9.94	10.17	10.40	10.64	10.88	11.11	11.34	11.59	11.81	12.05	12.29	12.52	12.75	13.00	13.21	13.46	13.71		
10	9.83	10.21	10.46	10.71	10.95	11.21	11.44	11.69	11.94	12.18	12.43	12.68	12.94	13.16	13.42	13.67	13.91	14.16		
11	10.00	10.40	10.66	10.90	11.15	11.39	11.64	11.89	12.12	12.37	12.63	12.86	13.11	13.37	13.60	13.85	14.10	14.35		
12	10.32	10.73	10.98	11.25	11.51	11.76	12.02	12.28	12.54	12.78	13.05	13.32	13.55	13.82	14.08	14.34	14.60	14.85		
13	10.53	10.95	11.23	11.48	11.76	12.03	12.30	12.58	12.83	13.10	13.38	13.65	13.91	14.18	14.45	14.72	14.98	15.25		
14	10.77	11.21	11.46	11.73	12.01	12.28	12.55	12.80	13.08	13.36	13.61	13.88	14.16	14.43	14.70	14.96	15.23	15.51	15.77	
15	11.11	11.57	11.83	12.11	12.40	12.68	12.97	13.23	13.51	13.80	14.08	14.36	14.64	14.91	15.20	15.48	15.76	16.04		
16	11.31	11.76	12.04	12.32	12.61	12.89	13.15	13.44	13.73	14.01	14.28	14.55	14.84	15.13	15.40	15.68	15.97	16.24	16.52	
17	11.64	12.10	12.40	12.69	12.99	13.29	13.55	13.85	14.15	14.44	14.73	15.02	15.31	15.60	15.90	16.18	16.48	16.77	17.06	
18	11.93	12.41	12.71	13.02	13.33	13.61	13.92	14.22	14.52	14.83	15.14	15.43	15.73	16.04	16.35	16.64	16.94	17.25	17.55	
19	12.17	12.66	12.97	13.28	13.55	13.86	14.17	14.47	14.78	15.08	15.37	15.68	15.99	16.28	16.58	16.89	17.20	17.49	17.80	
20	12.60	13.09	13.41	13.73	14.04	14.35	14.66	14.97	15.29	15.60	15.92	16.22	16.54	16.86	17.17	17.48	17.80	18.12	18.42	
21	12.75	13.29	13.58	13.89	14.21	14.52	14.84	15.16	15.47	15.78	16.10	16.41	16.72	17.04	17.35	17.66	17.97	18.29	18.61	18.93
22	13.11	13.65	13.96	14.29	14.62	14.94	15.26	15.59	15.92	16.24	16.56	16.89	17.22	17.54	17.87	18.19	18.52	18.83	19.16	19.49
23	13.44	13.98	14.31	14.65	14.98	15.32	15.66	16.00	16.34	16.67	17.01	17.33	17.67	18.00	18.34	18.68	19.02	19.36	19.69	20.03
Effective July 1, 2008 employees will receive a 3.0% increase to their hourly rate.																				
Employees above the maximum of the band shall receive any across the board salary adjustments provided for in this Agreement.																				

APPENDIX E

**Job Progression Classifications**

Accounting Progression

Accounts Payable Clerk  
Accounts Technician  
Data Control Clerk  
Accounts Receivable Technician  
Bookkeeper  
Accounting Supervisor

Library Progression

Library Clerk  
Learning Resources Aide  
Library Assistant I  
Library Assistant II

Audio Visual Technician Progression

Audio Visual Technician I  
Audio Visual Technician II  
Audio Visual Technician III

Medical Assistant Progression

Medical Assistant I  
Medical Assistant II  
Medical Assistant III

Cashier Progression

Cashier I  
Cashier II

Records Technician Progression

Records Technician I  
Records Technician II

Clerical Progression

Clerk Typist  
Secretary  
Administrative Assistant I  
Administrative Assistant II

Scientific Technician Progression

Scientific Technician I  
Scientific Technician II

Distance Education Technician Progression

Distance Education Technician I  
Distance Education Technician II

Engineering Progression

Engineering Aide I  
Engineering Aide II

APPENDIX F

**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 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"). 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

## **NON-DISCRIMINATION NOTICE**

In complying with the letter and spirit of applicable laws and in pursuing its own goals of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status and gender expression, national origin or citizenship status, age, disability, or veterans status in employment, education, and all other areas of the University. The University provides reasonable accommodations to qualified individuals with disabilities upon request.

Questions and complaints about discrimination in any area of the University should be directed to the university Equal Opportunity Director or to the Equal Opportunity Director for the University of Maine System, currently Sally Dobres, who can be reached at (207) 973-3372 (voice) or (207) 973-3300 TTY, 16 Central Street, Bangor, Maine 04401-5106.

Inquiries or complaints about discrimination in employment or education may also be referred to the Maine Human Rights Commission. Inquiries or complaints about discrimination in employment may be referred to the U.S. Equal Employment Opportunity Commission.

Inquiries about the University's compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), Boston, MA 02110-1491, telephone (617)289-0111 (voice) or (617)289-0150 (TTY). Generally, an individual may also file a complaint with OCR within 180 days of alleged discrimination.