

AGREEMENT
between
UNIVERSITY OF MAINE SYSTEM
and
ASSOCIATED FACULTIES
of the
UNIVERSITY OF MAINE SYSTEM, MEA/NEA

July 2002 – June 2003

Table of Contents

Article

1. Recognition
2. Academic Freedom
3. Board Association Relations
4. Association Rights
5. Meet and Discuss
6. Personnel File, Data and Privacy
7. Appointment, Reappointment and Non-Reappointment and Contract Status
8. Academic Ranks
9. Promotion and Tenure and Continuing Contract Procedures
10. Evaluations
11. Workload
12. Distance Education
13. Responsibilities of Department, Division or Other Appropriate Units and Chairpersons
14. Checkoff and Maintenance of Membership
15. Grievance Procedures
16. Termination
17. Retrenchment
18. Position Elimination
19. Leaves
20. Salaries and Overload
21. Retirement and Insurances
22. Tuition Waiver
23. Use of Personal Automobile
24. Outside Employment
25. Bargaining Unit Work
26. Office Space and Equipment
27. Non-Discrimination
28. No Strike or Lockout
29. Separability
30. Safety and Health
31. Program Transfer
32. Program Elimination
33. Conditions of Agreement
34. Term of Agreement

[Appendix A Step 1 Grievance Form](#)

[Appendix B Grievance Decision Review Form](#)

[Appendix C Overload Schedule](#)

[Appendix D Non-Unit Chairpersons Governance Policy](#)

[Appendix E Coaches - University of Maine and University of Southern Maine](#)

[Appendix F Typology of Relevant Instructional Modalities](#)

[Appendix G Appointment Salary](#)

[Appendix H Reappointment Time Table](#)

[Appendix I Intellectual Property Agreement](#)

[Appendix J Health Insurance Plan Changes](#)

[Appendix K Partial / Phased Retirement Memorandum of Understanding](#)

The Agreement between the University of Maine System and Associated Faculties of the University of Maine System, MEA/NEA, June 2002 - June 2003 can also be found at the University's web site: <http://www.maine.edu/labrel>.

Article 1 - Recognition

The Board of Trustees of the University of Maine System (hereinafter the Board) recognizes the Associated Faculties of the University of Maine System/Maine Education Association/ National Education Association (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine System Labor Relations Act, in the faculty bargaining unit (hereafter unit members). Unit members are University of Maine System employees in titles or positions included in the faculty bargaining unit as a result of the Stipulation in Unit Determination Hearings and Memorandum of Understanding dated March 27, 1978; the Certification by the Maine Labor

Relations Board on May 11, 1978; and the Unit Determination Report of the Maine Labor Relations Board dated August 4, 1978, as they are amended by Article 12, Responsibilities of Department, Division or other Appropriate Units and Chairpersons; the Memorandum of Understanding dated September 19, 1982. For this purpose, persons having full-time appointments in a unit title for a single appointment period of more than six (6) months or for consecutive appointment periods at the same campus totaling more than six (6) months, will be considered unit members following completion of six (6) months of such continuous full-time service.

Article 2 - Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the University. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

Unit members shall be free from any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members shall have freedom in classroom presentation and discussion provided that the presentation and discussion are relevant.

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

Article 3 - Board Association Relations

A. The Board of Trustees (hereafter Board) and the Association agree to maintain the academic character of the University of Maine System (hereafter University) as an institution of higher education.

B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.

C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.

D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine System Labor Relations Act for unit members. In accordance with Board policy, the Association may express its views at meetings of the Board of Trustees.

Article 4 - Association Rights

A. 1. Duly designated staff representatives of the Association shall be permitted on University premises

at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.

2. One designated grievance chairperson per campus except two (2) at UM, UMA, and USM and, during the term of negotiations, seven (7) designated negotiating team members shall henceforth be granted priority, when necessary, insofar as possible within the campus scheduling procedures, in the selection of times for their assigned teaching schedules and/or other professional responsibilities in order to facilitate the

implementation of this Agreement. These Association representatives shall have the responsibility to meet all classes, office hours and other duties and responsibilities. Such representatives shall have the right during times outside of those hours scheduled for such activities to investigate, consult and prepare grievance presentations and attend grievance hearings and meetings or participate in collective bargaining.

3. Upon timely designation by the Association, unit members who are Association representatives shall be granted a total of not more than fifty-eight (58) hours of release time during the period from July 1, 2001 to June 30, 2002 for the purposes of negotiations, grievance handling and implementation of this Agreement. No more than sixteen (16) hours shall be available to unit members from any single campus in any semester. The Association may purchase released time at the applicable overload rate for six (6) additional unit members timely designated for the above described purposes. Such purchased released time shall not exceed a total of eighteen (18) hours per semester, and all released time shall be subject to the above limitations regarding its allocation to campuses.

4. The Association shall inform the University of the names of the individual unit members who are to receive priority scheduling and/or released time far enough in advance so that the scheduling of any semester's classes is not interfered with or otherwise disrupted. Release time notification shall be made no later than May 31 for the following fall semester and no later than October 31 for the following spring semester.

B. 1. The Association shall be allowed reasonable use of the intracampus mail system.

2. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Association if available.

3. The University shall allow at no cost to the association the listing of a campus or other designated phone number for the Association in each campus directory. The Association may, at its cost, have a University phone installed on each campus. All operating charges shall be borne by the Association.

4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privilege.

5. The Association shall have access to the use of available campus office equipment at reasonable times.

6. The Association shall receive at no cost three (3) campus parking passes, where utilized, to assure ease of compliance with campus traffic regulations while representatives of the Association are on official business.

7. The University shall provide the Association with a data file in electronic format if requested of all unit members within the first fifteen (15) days of October and February of each year. The file shall contain the following information:

- a. initial date of appointment;
- b. type of appointment;
- c. highest degree;
- d. rank and date obtained;
- e. base salary;
- f. campus, college and department;
- g. address;
- h. date of birth
- i. employee leave status (with or without pay)
- j. unique employee identification number
- k. health coverage level
- l. gender

8. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.

C. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees in a timely fashion. At any Board of Trustees meeting where the agenda specifies public discussion with the public regarding matters which are subject to collective bargaining with the Association, the Association shall have the opportunity upon request to express its views in accordance with procedures and conditions for public comment which are adopted by the Board.

Article 5 - Meet and Discuss

A. Upon request of either party the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.

B. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the offices of the Director of Labor Relations and the Association's Higher Education Representative.

C. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed eight (8) persons. Likewise, the number of University System representatives shall not exceed eight (8). Six (6) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.

D. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed six (6) persons. Likewise, the number of University System representatives shall not exceed six (6). Two (2) meetings per semester per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.

E. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.

F. Matters of common concern, other than those specified in paragraph A, may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

Article 6 - Personnel File, Data and Privacy

A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate materials relating to the unit member's employment.

B. Unit members shall be sent a copy of all material placed in the file at the same time it is placed in the file. Beginning June 1, 1995, any material or correspondence addressed to a unit member which is to be placed in the file shall be marked cc: Personnel File. Any material or correspondence not addressed to a unit member which is to be placed in the file shall be sent to the unit member with a notation that such material has been placed in the personnel file. These provisions shall not apply to routine forms, such as Personnel Action Forms, Tuition Waiver Requests, etc. Anonymous, unattributed or inappropriate material shall not be placed in the file. A unit member shall have the right to submit to the file custodian a timely written response to any material placed in the personnel file. This timely written response shall then be filed and attached to the appropriate file material.

C. Unit members shall have the right to examine their file in the presence of the file's custodian, that individual's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept. Upon written request and the payment of five (5) cents per page of copying, a unit

member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.

D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including: biographical data, information on teaching, research, publications, and University and public service.

E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal. For unit members who have a tenured appointment or continuing contract, or who hold the rank of Lecturer and have completed at least six (6) years of service, written reprimands or other formal disciplinary action shall be removed from the unit member's personnel file after three (3) years provided that the unit member has received no additional written reprimands or other formal disciplinary actions.

F. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific personnel action.

G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.

H. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.

I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.

J. Unit members will be made aware by the University of any University electronic monitoring of their work space. The University shall have the responsibility to inform unit members of the electronic monitoring process used.

K. A unit member will have access to all personal data collected for disciplinary purposes, and shall have the right to dispute any of the data. Any unit member may submit a timely written response pertaining to any data that the unit member believes to be inappropriate.

L. The personal files; including electronic files, maintained by the individual unit member in an office provided by the University will be considered to be the private property of the unit member; and only individuals specifically designated by the unit member shall be allowed access to such files.

Article 7 –

Appointment, Reappointment and Non-Reappointment, and Contract Status

A. Initial Appointments

1. In filling a University-approved vacancy within a department, division or other appropriate unit, which under the University of Maine System Labor Relations Act would result in bargaining unit status, appropriate candidate(s) chosen from all applicants who meet the established criteria shall be recommended by the department, division or other appropriate unit except that where more than one department, division or other appropriate unit has a legitimate academic interest, a combined committee from the affected departments, divisions or other appropriate units shall make these recommendations. The criteria shall be established in the traditional manner. The recommendation shall be made in compliance with applicable "equal opportunity" and/or "affirmative action" laws, policies and/or procedures.

2. Unit members have a legitimate concern in the selection, retention, and performance of faculty teaching credit bearing courses. To that end, full-time faculty in the department, division, or other appropriate unit shall participate in the selection of teaching faculty, including part-time faculty teaching credit bearing courses in accordance with campus governance procedures.

3. The department, division or other appropriate unit faculty shall submit their recommendation to the chairperson. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final and non-grievable. Prior to rejecting any department, division or other appropriate unit recommendation the chief administrative officer or his/her designee(s) will meet with the faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.

4. In the event that time constraints do not permit adherence to the above described procedures, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.

5. Joint Appointments

a. Faculty may receive an appointment with funding and / or responsibilities in more than one department, division or other appropriate unit. Such appointments shall be called Joint Appointments.

b. Faculty holding joint appointments shall, for the purpose of reappointment, tenure and promotion be reviewed by a single peer committee.

c. The composition of the peer committee for the unit member in a joint appointment shall reflect the proportion of responsibilities assigned to the unit member in each department, division, or other appropriate unit.

d. For the purpose of reappointment, promotion and tenure, there shall be a single recommendation from the peer committee. A single set of evaluation criteria and procedures shall be employed.

e. The letter of appointment may also specify the mix of workload activities, teaching, research and service that may be performed. The total full-time workload of faculty holding joint appointments shall be comparable to that of a faculty member holding a single appointment.

f. Guidelines shall be developed concerning joint appointments and composition of peer committees and provided to the chief academic officer at each university.

B. Probationary Period

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

A probationary unit member shall be entitled to the following:

1. Annual evaluation based upon departmental criteria as described in Article 10, Evaluations: Such evaluation criteria shall be the primary criteria for any recommendations concerning reappointment during the probationary period.

2. A frank appraisal by the chief administrative officer or his or her designee of consideration beyond the control of the department, division or other appropriate unit or of the unit member, which might make reappointment unlikely despite fulfillment of the primary criteria.

3. Credit granted at the time of appointment towards the completion of the probationary period may be used

at the discretion of the faculty member. The faculty member electing to use the credit granted shall make a one time application for the award of tenure and there shall be only one tenure decision.

C. Procedure Regarding Reappointment and Non-Reappointment

1. Faculty members, except those appointed with fixed length appointments, shall automatically be considered for reappointment unless they indicate in writing to the department chairperson or director their intent to resign at the end of the current appointment.

2. The department chairperson or director shall inform the appropriate peer committee that a faculty member is eligible for consideration for reappointment. Said committees shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities at least four weeks prior to the date for submission of the committee's recommendation in the case of first and second year faculty members and at least six (6) weeks prior to the date for submission of the committee's recommendation in the case of faculty members beyond their second year of service. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University. No person to whom a peer committee makes a recommendation shall be a voting member of that peer committee nor shall any person serving on a regular, interim or acting basis in the following titles: Assistant Dean, Associate Dean, Dean, Assistant Provost, Associate Provost, Provost, Assistant Vice President, Associate Vice President, or Vice President. The functions of administrators attending peer committee meetings shall be to serve as a resource to the committee and/or to acquire discipline based knowledge. Administrators serving as a resource to the committee shall not have voting rights within the peer committee.

3. In its consideration of the faculty member for reappointment, the peer committee shall:

a. have access to the faculty member's personnel file, as provided in Article 6, Personnel File; and

b. provide the faculty member with an opportunity to meet with and address the committee.

c. All reports of the peer committee, both majority and minority (if any) must be signed by all of the members participating in the report. The names of all peer committee members must be listed and any abstentions noted.

4. The peer committee shall then forward its written recommendation regarding reappointment to the faculty member and department chairperson or director at least two (2) months prior to that date for notice of non-reappointment which is appropriate to the faculty member's length of service, as described in Section D of this Article, except that in the case of faculty members in the first year of service, the peer committee shall forward its recommendations by no later than January 15. Within one (1) week of the receipt of the recommendation by the chairperson or director, the faculty member may prepare a written response to the recommendation. The response, if any, will go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:

a. in extraordinary circumstances;

b. to correct factual errors in the material submitted;

c. to receive outside evaluations solicited during the review process which are received prior to the decision by the chief administrative officer.

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

5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. The unit member has no right to respond to or grieve a negative recommendation until formally notified of the decision by the chief administrative officer. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.

6. The decision as to whether the faculty member shall be reappointed shall rest with the chief administrative officer. The chief administrative officer shall inform the faculty member of his or her decision and shall promptly supply written reasons upon the request of the faculty member.

D. Notice of Reappointment or Non-Reappointment

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

1. Not later than March 31 of the first academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.

2. Not later than January 15 of the second academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.

3. Not later than June 30 of the year prior to the expiration of an appointment after two (2) or more years of University service in a probationary appointment, or if such an appointment terminates during an academic year a minimum of one (1) year.

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

E. Information to be provided to unit members

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

1. A concise statement including general expectations for the unit member in the areas of teaching, research and public and University service consistent with Article II, Workload;

2. Any special terms and conditions of employment;

3. The existing evaluation criteria and procedures applicable to the department, division or other appropriate unit;

4. The promotion, reappointment, tenure and continuing contract criteria and procedures applicable to the department, division or other appropriate unit;

5. Any department, division or other appropriate unit, college or campus mission statements; and

6. A copy of this Agreement.

F. Contract Status

1. Unit members shall be placed in one of the following categories:

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

Probationary appointees may be removed subject to the provisions of Article 16, Retrenchment and/or Article 15, Termination; or they may leave employment by resignation or retirement.

b. "Tenured Appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 15, Termination, or Article 16, Retrenchment; or by resignation or retirement.

c. "Continuing Contract" shall mean the right of a unit member to continued employment without removal except as provided for in Article 15, Termination, or Article 16, Retrenchment; or by resignation or retirement.

d. "Soft-Money" appointments shall mean appointments which are the result of external funding from agencies, institutes or organizations over which the University has no financial control and which are so identified at the time of appointment. Unit members who hold a soft-money appointment may be eligible for tenure or continuing contract status. A unit member with tenure or continuing contract will not be considered to hold a soft-money appointment if the unit member's salary is temporarily funded by soft money.

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

e. Appointment in the category of "Lecturer" shall be in accordance with the provisions of Article 8, Section F of this Agreement.

f. "Fixed Length Appointments" shall be appointments for a specified duration and shall not ordinarily exceed three (3) years. Fixed-length appointments may be used in situations such as: approved leaves, replacement of unit members serving in administrative positions, position vacancies, experimental programs, or unanticipated enrollments. Fixed length appointments beyond three (3) years shall be with mutual agreement of the parties. A unit member who holds a fixed length appointment shall not be eligible for tenure or continuing contract status. A fixed length appointment will be given to any person who is not eligible for appointment in any of the preceding categories, who is appointed in a unit title on a full time basis for a single period of more than six (6) consecutive months, or in the case of a renewal of a prior full time appointment in a unit title at the same campus of less than six (6) months, where the total period of continuous full time service in the unit title will exceed six (6) months. Fixed length appointments will not be utilized to circumvent those provisions of Article 9 of this Agreement pertaining to consideration for tenure or continuing contract. Time spent at the University of Maine System in a fixed length appointment may be credited toward a required probationary period by mutual agreement. Other terms and conditions of employment shall be established by mutual agreement at the time of appointment to any subsequent position. The Association shall be provided with a list of unit members with fixed length appointments upon execution of this Agreement and shall be promptly notified of all renewals of fixed length appointments.

2. Explanatory Provisions:

a. Length of Probationary Period:

(i) For those unit members eligible for tenure, the total period of full-time service prior to consideration for tenure will not exceed six (6) years.

(ii) For those unit members eligible for continuing contract status, the total period of full-time service with CE rank prior to consideration for continuing contract status will not exceed six (6) years.

(iii) For purposes of defining University service relative to sections D and F.2.a of this Article, any person hereinafter initially employed subsequent to November 30 of any academic or fiscal year, except as provided in Article 11, Section A.2, shall not receive service credit for that academic or fiscal year unless mutually agreed upon in writing at the time of the initial probationary appointment.

b. Assignment of Contract Status:

(i) "Continuing Contract" as referred to in this Agreement shall be reserved for unit members employed by the University of Maine Cooperative Extension.

(ii) All non-CE unit members who presently hold a continuing contract with the academic rank of Instructor or higher shall be treated for purposes of this Agreement in the same manner as unit members holding tenure.

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

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

Article 8 - Academic Ranks

A. There shall be the following academic ranks: 1. Lecturer, 2. Instructor, 3. Assistant Professor, 4. Associate Professor, 5. Professor.

B. There shall be the following extension ranks: 1. Extension Instructor, 2. Assistant Extension Professor, 3. Associate Extension Professor, 4. Extension Professor.

C. There shall be the following research ranks: 1. Assistant Research Professor, 2. Associate Research Professor, 3. Research Professor.

D. Unit members shall hold the ranks listed in Sections A through C of this Article except for those unit members who prior to January 1, 1985 did not hold such ranks. The criteria for and the utilization of academic ranks, extension ranks, and research ranks shall be in conformity with existing Board of Trustees policy except as otherwise modified by or changed in accordance with this Agreement.

1. Persons holding special or research academic ranks shall not be eligible for tenure. Service in a special or research academic rank shall not count toward fulfillment of the probationary period for tenure, unless mutually agreed upon at the time of appointment to a probationary rank.

2. After six (6) years of service, non-reappointment of a unit member holding a "special" or "research" academic rank shall be for just cause. These positions may be discontinued for lack of funding.

3. Article 11, Section A and B of the collective bargaining agreement shall not be applicable to unit members holding "research" academic ranks. The work year for such unit members shall be a period specified by the University which shall not be changed arbitrarily.

E. Unit members with "soft-money" appointments shall hold academic, extension or research ranks in conformity with Article 7, Section F.1.d, Appointment, Reappointment and Non-Reappointment and Contract Status.

F. Use of the rank "Lecturer" shall be governed as follows:

1. Service in the rank of Lecturer shall not count toward fulfilling the probationary period for tenure.
2. Lecturers shall be appointed initially for a period not to exceed two years.
3. Lecturers may be reappointed for periods not to exceed three years.
 4. Unit members who are appointed consistent with the terms of this section may at the option of the University be given the rank of Instructor.
5. After six (6) years of service, non-reappointment shall be for just cause.
 6. In the case of unit members who are coaches or otherwise involved in inter-collegiate athletics, any violation of policies or regulations governing or associated with inter-collegiate athletics may constitute just cause for termination.
 7. Procedure regarding reappointment and non-reappointment of unit members who are Lecturers shall be consistent with Article 7.C of this Agreement.
 8. Unit members who hold ranks above the Instructor level shall not be redesignated Lecturer or Instructor under this section.
 9. Persons appointed as Instructors shall be designated as either tenure track or non-tenure track at the time of appointment.

G. Nothing in this Agreement shall be construed as conferring tenure status on any unit member.

Article 9 - Promotion and Tenure and Continuing Contract Procedures

A. Promotion, tenure and continuing contract recommendations by the faculty of the department, division or other appropriate unit shall be in accord with the criteria established in Article 10, Evaluations, and consistent with the applicable sections of Article 8, Academic Ranks.

B. 1. Unit members shall be considered for tenure or continuing contract in their sixth year of service

unless they indicate in writing to the chairperson, dean or director their intent to resign at the end of their current appointment.

2. Unit members who wish to be considered for tenure or promotion shall submit requests in writing to the chairperson, dean or director as early as possible but by no later than September 15.

C. 1. The department, division or other appropriate unit chairperson, or director or dean shall inform the

appropriate peer committee that a unit member has applied or is eligible for consideration for tenure, continuing contract or promotion. Said committees shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities by September 25. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University.

2. Each University, in accordance to its appropriate governance procedures, shall provide a written description of persons who are eligible to serve on a peer review committee and the procedures whereby

members of peer committees are appointed. This report shall be submitted no later than June 30, 2003.

3. In its consideration of the unit member for tenure, continuing contract or promotion, the peer committee shall:

a. have access to the unit member's personnel file, as provided in Article 6, Personnel File,

and

b. provide the unit member with an opportunity to meet with and address the committee.

4. The peer committee shall forward its recommendation regarding tenure, continuing contract or promotion to the department, division or other appropriate unit chairperson or director or dean and the unit member by no later than November 10. Peer recommendations both majority and minority (if any) must be signed by all of the peer committee members participating in the recommendation. The names of all peer committee members must be listed and a tally of the vote including any abstentions must be recorded.

5. Within one week of receipt of the peer recommendation by the chairperson, director or dean, the unit member may prepare a written response to the recommendation. The response, if any, shall go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:

a. in extraordinary circumstances;

b. to correct factual errors in the material submitted;

c. to receive outside evaluations solicited during the review process which are received prior to the decision or recommendation by the chief administrative officer. In the event of receipt of such additional materials, the promotion, tenure or continuing contract consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved.

In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article and/or Article 7. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.

6. Such committees and administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the promotion of and/or granting of tenure or continuing contract to the unit member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. The unit member has no right to respond to or grieve a negative recommendation until formally notified of the decision by the chief administrative officer or Board of Trustees. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.

7. The chief administrative officer shall inform the unit member of his/her decision or recommendation when it is transmitted and no later than February 28.

8. The decision as to whether to promote or grant tenure or continuing contract to a unit member shall rest with the Board of Trustees, or where designated, the chief administrative officer.

Article 10 - Evaluations

A. Statement of Purpose:

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

B. Procedure for the Development of Evaluation Criteria:

1. Recognizing that the mission of the University is teaching, research and public service, each department, division or other appropriate unit shall in developing evaluation criteria include (but not be limited to) the following as appropriate, which are listed in alphabetical order:

- a. Course and curricular development
- b. Creative works in discipline
- c. Departmental, college, campus and University assignments and service
- d. Instruction
- e. Professional activities
- f. Public service in discipline
- g. Publications and papers
- h. Research
- i. Scholarly writing
- j. Student advising.

2. The parties agree that student input is essential in the improvement of instruction and shall be considered during evaluation. Further, student input is a meaningful part of evaluation. Consequently, unit members shall conduct student evaluations in each class taught. A department, division or other appropriate unit may develop or revise a standard student evaluation form and procedure. Student evaluation forms and procedures shall be developed, revised and approved in accordance with paragraph B.3 of this Article. Student evaluations shall be part of a unit member's personnel file as follows:

- a. Student evaluation forms which contain a series of questions each of which is confined to a limited aspect of the unit member's teaching performance shall be included in the personnel file whether such forms include a rating scale consisting of a discrete number of points such as a numerical scale, or require a series of short narrative answers. When a summary of such student evaluations is prepared by the University, the summary may be placed in the personnel file in lieu of the individual evaluation forms provided the unit member has been given an opportunity to verify the summary. Such student evaluations or summaries, if unsigned, shall not constitute anonymous materials under Article 6, Personnel File.
- b. Student evaluation forms which consist of a broad solicitation, without limit or direction, to evaluate the unit member's teaching performance, including such portions of student evaluation forms otherwise described in subparagraph a. above, shall be placed in the personnel file when signed by the student who has conducted the evaluation.
- c. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form may be included in the personnel file if signed by the student and, by mutual consent, may be included even if unsigned.
- d. Student evaluations shall not be made available to unit members until final grades for the course evaluated are received by the registrar. The results shall be made available to the unit member as soon as they are obtained by the department or division.
- e. The University shall make available to unit members as promptly as possible the student evaluation forms or summaries, as appropriate, provided the conditions specified in sub-paragraph d. above have also been met. Consideration of the reappointment of a unit member shall not be withheld or prejudiced by administrative delay in the secure return of student evaluation forms or summaries.

3. For the purpose of evaluating peers, each department, division or other appropriate unit shall develop evaluation criteria.

- a. Each department, division or other appropriate unit shall submit their evaluation forms, procedures and criteria to the department, division or other appropriate unit chairperson or director for transmittal to the chief administrative officer or his/her designee.
- b. The chief administrative officer or his/her designee shall respond in writing (within 21 calendar days) to the department, division or other appropriate unit stating his/her approval or rejection of the evaluation criteria.
- c. If the chief administrative officer or his/her designee approves the evaluation criteria, he/she will see that it is duplicated and distributed to appropriate unit members and shall forward a copy to the Association president or his/her designee.
- d. If the chief administrative officer or his/her designee rejects the evaluation criteria he/she shall submit in writing his/her specific objections and his/her recommendations to the department, division or other appropriate unit. The chief administrative officer or his/her designee shall then meet with the department, division or other appropriate unit to resolve the issues. If within twenty-one (21) calendar days the issues have not been resolved to the mutual satisfaction of both parties, they will be submitted to a panel consisting of three (3) unit members elected by the department, division or other appropriate unit and three (3) administrators appointed by the chief administrative officer or his/her designee. The findings of a majority of the panel shall be binding on both parties.
- e. The evaluation criteria so developed shall be the sole criteria relating to professional performance used in personnel recommendations except as otherwise provided in this Agreement. The parties acknowledge that individuals evaluating performance in accordance with said criteria may differ in their conclusions based on academic judgment. Where institutional circumstances may prevent reappointment, promotion or tenure the requirements of Articles 7.B.2 and 17 shall be observed. Evaluation criteria and student evaluation forms and procedures which are approved pursuant to this Article shall remain in force until such time as revisions have been developed and approved pursuant to this Article. Approved revisions shall be effective as of the commencement of the next academic or fiscal year. Review of the evaluation criteria, forms and procedures by the department, division or other appropriate unit and submission for approval in accordance with the procedures described in this Article shall occur whenever such review is considered appropriate by the department, division or other appropriate unit or the chief administrative officer or his/her designee.

C. Evaluation Procedure:

1. Each department, division or other appropriate unit shall conduct annual evaluations of each unit member except: a) those unit members whose service will cease at the end of the current academic or fiscal year need not be evaluated; and b) any unit member having the rank of Professor with tenure and any unit member having the rank of Extension Educator with continuing contract shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. Any unit member having the rank of Associate Professor with tenure, any unit member having the rank of Associate Extension Educator with continuing contract and any Lecturer or Instructor with over six (6) years of continuous service in the same department, division or other appropriate unit shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. c) Evaluations shall be scheduled to insure that promotion, tenure, continuing contract status, and reappointment schedules and/or deadlines will be met. At the written request of an appropriate administrator the peer committee shall determine whether to conduct peer evaluations on a more frequent basis than provided for above.
2. The peer committee may request from the unit member supporting documents, or other information pertaining to the assignments of the unit member.
3. Upon request of the unit member, the chairman of the peer committee or the appropriate peer committee of each department, division or other appropriate unit, shall meet with each individual unit member being evaluated for frank discussions of that person's professional performance.

4. The peer committee shall prepare a written evaluation. For one (1) week prior to placing the evaluation in the unit member's official personnel file, the unit member shall have the opportunity to supply written comments which if provided will be attached to the peer committee's evaluation. All evaluation reports of the peer committee, both majority and minority (if any) must be signed by all of the members of the committee. The names of all peer committee members must be listed and any abstentions noted.

5. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.

6. Peer and administrative reviews of electronic classes, discussions, and files shall follow department, or unit protocols established for evaluating instruction. Archived materials may not be used for evaluating instruction except in accordance with established department, division, or unit procedures, or with the faculty member's consent. Archived material is information on course content that has been stored beyond the duration of the course.

D. Evaluation of Part-time Faculty:

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

2. Unit members will evaluate part time faculty within appropriate discipline areas.

Article 11 - Workload

A. 1. The work year for unit members on fiscal year appointments, except for such unit members in the

Department of Physical Education and Athletics at the University of Maine, shall be from July 1 through June 30 inclusive of annual leave and holidays as provided in Article 18, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

2. The work year for unit members on fiscal year appointments in the Department of Physical Education and Athletics at the University of Maine shall be twelve (12) consecutive months inclusive of annual leave and holidays as provided in Article 18, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

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

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

C. 1. The workload of unit members shall consist of teaching, research, University, and public service. The

mix of teaching, research, University, and public service responsibilities varies among campuses, colleges, divisions, departments, and unit members.

2. The major basis for determining the composition of a unit member's workload shall be department, division or other appropriate unit responsibilities and needs, college needs, individual competencies and the past workload of an individual unit member.

3. There shall be no unreasonable change in practices relating to the scheduling of class times during the term

of this Agreement.

4. a. Individual workload assignments including ITV/distance shall be made by the department,

division or other appropriate unit chairperson or director in consultation with the individual unit member and the department, division or other appropriate unit subject to the approval of the chief administrative officer or his or her designee and shall be reasonable. There shall be no unreasonable increase or decrease in an individual's total workload during the term of this Agreement.

b. If part of a unit member's normal teaching workload is canceled, every attempt shall be made to assign the unit member to another course he or she is prepared to teach.

c. If team teaching is approved by a Dean/appropriate academic administrator, the unit members and appropriate academic administrator will meet prior to the commencement of the course to resolve pay issues on a case by case basis, and/or to adjust unit members' workloads.

5. Unit members will not normally be required to teach at an outreach center without their consent. Consideration in assignments to outreach programs shall include such factors as terms contained in letters of appointment, academic program needs and financial considerations. The University shall exercise reasonable effort to assure equitable distribution of outreach assignments.

6. Class assignments for unit members teaching at more than one (1) geographic location shall be scheduled in such a way as to allow adequate travel time between classes.

7. Unit members on academic year appointments who are granted released time from any portion of their regular teaching workload will be eligible for overload offerings only with the approval of the chief academic officer or that person's designee.

D. Unit members shall be entitled to at least ten (10) hours off time between the completion of assigned work on one day and the commencement of assigned work on the subsequent day. If a unit member's assigned work goes beyond ten p.m., the unit member shall not be required to perform assigned work earlier than ten a.m. the following day.

E. Upon reasonable request, the University shall supply necessary data regarding unit members' workloads to the Association for use in such studies of workload which the Association may conduct.

Article 12 - Distance Education

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

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

For courses with fewer than 20 students 3 credits

For courses with at least 20 but fewer than 30 students 4 credits

For courses with at least 30 but fewer than 40 students 5 credits

For courses with at least 40 but fewer than 50 students 6 credits

For courses with 50 or more students 6 credits +

faculty assistance

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

C. The minimum preparation fee for a new course shall not be less than \$500. This minimum does not preclude a higher preparation fee where deemed appropriate. Major revision preparation fees shall be determined after evaluation of the written application.

D. The University and the Association shall establish a Joint Distance Education / Academic Computing Committee of four representatives from each party which shall meet at least once per semester to discuss unresolved and emergent issues relative to distance education, including working conditions, compensation for web-based course offerings, and academic computing.

Article 13 -

Responsibilities of Department, Division or Other Appropriate Units and Chairpersons

A. The parties recognize that chairpersons have both administrative and collegial functions and that unit members have legitimate concern in the selection, retention and performance of individuals serving as chairpersons.

B. Chairpersons at the following campuses shall be unit members: UMFK, UMM, USM.

C. Chairpersons at the following campuses shall not be unit members: UMA, UM, UMPI, UMF.

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

D. In the case of unit chairpersons, the department, division or other appropriate unit shall recommend to the chief administrative officer or his/her designee a candidate whenever an opening for chairperson arises.

1. If the opening is to be filled from outside the department, division or other appropriate unit, Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, will be followed. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the department or division faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.

E. The position of chairperson may be filled on a temporary (acting) basis at the discretion of the chief administrative officer or his/her designee for a period not to initially exceed one (1) year. The position may continue to be filled on a temporary (acting) basis for up to one (1) additional year if a chairperson has not been timely appointed on a regular basis within the initial year, or if such action is in accord with a recommendation of the department, division, or other appropriate unit.

F. 1. Workload reduction and additional compensation for unit chairpersons shall be based on the number

of full-time equivalent faculty in the department inclusive of the chairperson. In the calculation of full-time equivalent faculty, full-time regular faculty shall each count as one (1) full-time equivalent, and each twelve (12) credit hours taught by part-time and temporary faculty shall count as one (1) full-time equivalent. For any year, this calculation shall be based on an average of the number of full-time equivalent faculty in the department in each of the two (2) semesters in the preceding academic year. Unit chairpersons shall receive no less than the following workload reduction and additional compensation:

Size
Reduced
Load
Stipend

fewer
than
11 - 1
course
or
25%
and
1,586/yr.
at
least
11 but
fewer
than
16 - 1
course
or
25%
and
2,075/yr.
16+ - 1
course
or
25%
and
2,621/yr.

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

2. When the University requests unit chairpersons with academic year appointments to perform occasional but substantial services during the period from June 1 to August 31, and such unit chairpersons accept assignment to such duties, they shall be compensated by payment of an additional 50% of the appropriate annual stipend which is set forth in Section F.1 of this Article.

G. The departments, divisions or other appropriate units shall retain their traditional input into academic policy and standards consistent with the overall purposes of the University and the written policies of the Board of Trustees. Departments, divisions or other appropriate units shall establish appropriate committees to carry out their responsibilities pursuant to this Agreement.

Article 14 - Checkoff and Maintenance of Membership

A. Unit members shall 1) within six (6) months of their initial full-time appointment to the University or 2) within sixty (60) days of the ratification of this Agreement if their service is beyond six (6) months and 3) by October 1 of

subsequent years elect one (1) of the following alternatives: a) membership in the Association; b) payment of a representation fee; c) payment to an education fund.

B. Unit members who are members of the Association as of the date of ratification of the Agreement, or who, thereafter, during its term, become members of the Association, shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association during the period from August 15 to September 15 of a given year.

C. Unit members who elect the representation fee, which is for the costs associated with the negotiation and the continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members, shall during the term of this Agreement be assessed monthly at the rate of ninety-five (95) percent of the amount of the annual membership dues divided by twelve (12).

D. Unit members who elect the education fund fee shall during the term of this Agreement be assessed monthly at the rate of one-twelfth (1/12) of the annual membership dues.

E. The University agrees to deduct in monthly installments the regular annual dues of the Association, the monthly representation fee or the monthly educational fund fee from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th of the month following the month in which such deductions have been made.

F. The University shall not be responsible for making any deduction for dues or fees if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event it will be the responsibility of the Association to collect the dues or fees for that pay period directly from the unit member.

G. The University shall be entitled to designate at least one (1) representative to participate in the administration of the educational fund.

H. The University's responsibility for deducting the above dues or fees from a unit member's salary shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit, or 3) resignation from membership under paragraph B.

I. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph E. Failure to meet the obligation set forth in paragraph A shall not result in termination or non-reappointment of a unit member. The responsibility for enforcing the obligation in paragraph A rests with the Association.

J. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.

K. The Association and the University shall develop appropriate forms to authorize payment of the representation and education fund fees.

L. During the six month initial period of employment prior to becoming unit members employees who will upon completion of six months of employment become unit members in accordance with the University of Maine System Labor Relations Act may voluntarily become members of the Association and utilize payroll deductions for payment of dues.

M. The University shall inform all unit members in writing of their obligation to make an election as specified in paragraph A above. Such notice shall be given to individuals in writing in the initial letter of appointment.

Article 15 - Grievance Procedures

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

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the University and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.

2. A "grievant" is the unit member, group of unit members or Association making the complaint.

3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays, as described in Article 18, Leaves.

B. Informal Procedure:

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

C. Formal Procedure:

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

Step 2: If satisfactory resolution is not achieved in Step 1, the grievant, within twenty (20) days of receipt of an answer, or of the date the answer is due if no answer is provided, shall forward the grievance form, written statement (s) why the resolution is not satisfactory, and any other documentation, to the next appropriate level of administration. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. This step of the grievance procedure shall be applicable only at the following campuses: UMF, UM, UMPI, USM.

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

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

shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 5: a) in the event a grievance is not satisfactorily resolved at Step 4 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 4 answer or the date such answer is due, if no answer is provided. The parties shall meet within twenty (20) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator within ten (10) days of the initial meeting, or if the twenty (20) day period lapses without a meeting being scheduled, the grievance shall be referred by either party within twenty (20) days to the Federal Mediation and Conciliation Service for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association. Should the grievant elect representation in arbitration by counsel of his or her choosing, said counsel will assume full responsibility of selecting an arbitrator pursuant to the provision of this paragraph. The arbitrator shall not waive timelines or excuse counsel in instances where counsel fails to adhere to the specified timelines as related to the selection of the arbitrator. The Association will provide written notification to the Chancellor or the Chancellor's designee that the grievant's counsel will assume the responsibility of selecting an arbitrator and will also represent the grievant in arbitration

Expedited Arbitration

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

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

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

awarding employment beyond the sixth year of employment entitle the unit member to tenure. The arbitrator in a case involving the denial of tenure may direct a remand to the Board of Trustees and may include a recommendation regarding the tenure status of the unit member.

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

D. Duplicate Proceedings:

The Association and the University agree that this grievance procedure is the best forum for resolving issues of alleged contract violations. Consequently the Association and the University will encourage any employee alleging a violation of the non-discrimination article to seek relief through this process. Notwithstanding the above sentence, employees may have rights to pursue claims or complaints through outside agencies, including the Office of Civil Rights and the Maine Human Rights Commission. If a complaint is filed with such an outside agency, any internal grievance that is filed or pending will be processed in accordance with the terms of this Article.

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

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

any purpose unless agreed to in writing by the Chancellor or designee and the Association.

11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Chancellor or designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.

12. Acts or omissions which occurred prior to the execution of this Agreement shall not constitute evidence of a violation of any term of this Agreement.

13. Grievances will be scheduled for arbitration in the order in which the University receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

Article 16-Termination

Definitions:

A. 1. "Termination" shall mean the removal from employment of a unit member with an appointment of

definite duration during the term of the appointment, or a unit member with a tenured appointment or continuing contract at any time.

2. "Suspension" shall mean the temporary removal of a unit member from the performance of duties.

3. "Discipline" shall mean such things as withholding of pay, reprimands, reduction in rank or unusual limitations on access to University facilities or services.

B. No unit member shall be terminated, suspended or disciplined without just cause.

C. 1. A unit member with tenure, continuing contract or Lecturers with more than six (6) years of service

shall receive notice of termination from the chief administrative officer on a campus at least six (6) months in advance of the effective date of said termination. A unit member without tenure, continuing contract or Lecturers with six (6) years of service or less shall receive notice of termination from the chief administrative officer on a campus at least three (3) months in advance of the effective date of said termination.

2. The chief administrative officer of a campus may immediately suspend a unit member where there is evidence that the unit member's presence imminently threatens individuals or the operations of the University. Such suspension of a unit member shall be with pay.

3. Suspension prior to termination may be used when a unit member has voluntarily or involuntarily abandoned his or her position. Such suspension may be without pay.

D. A unit member who is terminated, suspended or disciplined shall be given written notice of the action taken and the reasons therefore. The chief administrative officer shall notify the Chancellor and the Association of any termination or suspension.

E. 1. The chief administrative officer of a campus may move to terminate a unit member without advance

notice when the unit member's action, behavior, or conduct is so egregious as to warrant immediate dismissal. Termination without notice shall mean that the termination is immediate and that the unit member's pay

ceases with the termination.

2. To terminate a unit member without notice, the chief administrative officer must present his/her request for termination to a faculty review committee. The review committee shall consist of five tenured faculty members, selected by lottery, from the unit member's campus.

3. The faculty review committee shall conduct a hearing and render a decision within 14 calendar days of the chief administrative officer's request for a review. The burden of proof for termination without notice lies with the chief administrative officer of the campus. The unit member and/or his/her representative shall have the opportunity to present arguments why termination without notice should be denied.

4. Four of the five faculty on the review committee must concur with the chief administrative officer's request in order for the termination to be immediate and without further pay.

5. The chief administrative officer shall not implement any termination without notice until the faculty review committee has completed its review or if the committee fails to consider the matter within the timeline specified above.

F. Any termination of a unit member pursuant to this Article shall have priority scheduling at Step 5 of the grievance procedure.

G. Should the University elect to appeal an arbitrator's reinstatement of a unit member whose employment has been terminated or suspended without pay, the reinstated individual shall be paid his or her last salary amount, during the period of the appeal commencing within 30 days of the receipt of the award. The reinstated employee shall also be eligible for health insurance in accordance with Article 20.

Article 17-Retrenchment

A. "Retrenchment" shall mean the discontinuance of a unit member with a tenured appointment or continuing contract from a position at any time or a probationary or fixed length appointment before the end of the specified term for bona fide financial or program reasons including temporary or permanent program suspension or elimination.

B. 1. For retrenchment within designated units, there shall be the following retrenchment categories:

- a. less than one (1) year of employment
- b. one (1) to three (3) years of employment
- c. four (4) to six (6) years of employment
- d. seven (7) to ten (10) years of employment
- e. eleven (11) to fifteen (15) years of employment
- f. sixteen (16) to twenty-one (21) years of employment
- g. more than twenty-one (21) years of employment

2. No tenured unit member shall be retrenched if there are non-tenured unit members in the retrenchment unit.

3. No unit member with a continuing contract shall be retrenched if there are unit members without a continuing contract in the retrenchment unit.

4. Where unit members are equally qualified under 1 through 3 above, unit members will be retained whose qualifications are most essential to the mission and purpose of the retrenched unit.

5. The above order of retrenchment shall be applied in such a way as to minimize any adverse effect on affirmative action employment programs.

C. Unit members to be retrenched shall be informed as soon as possible. Unit members shall receive the applicable notice period provided for in Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, except for unit members with tenured or continuing contract appointments shall receive at least one and one-half (1 1/2) years notice of retrenchment, as described in Section D of this Article and be notified of the decision to retrench the faculty members position no later than October 31 or March 31 of the semester in which notice or retrenchment is given.

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

E. At the time of notice of retrenchment, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for retrenched unit members. A retrenched unit member shall have a priority right to alternate or equivalent positions within the bargaining unit for which he/she is qualified.

F. 1. For two (2) years following the effective date of retrenchment, a unit member who has been

retrenched, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full-time University position, shall be offered re-employment in the same position at the campus at which previously employed at the time of retrenchment should an opportunity for such re-employment arise. A unit member who held a tenured or continuing contract appointment on the date of termination by reason of retrenchment shall resume the tenured or continuing contract appointment upon recall. The unit member shall receive the same salary which was received at the time of retrenchment plus any non-discretionary increases in salary or benefits received by faculty.

2. All persons on the recall list shall regularly be sent University position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.

3. Should a vacancy occur at another campus within the University, unit members on the recall list shall be considered prior to the general public advertisement of the position.

4. Any offer of appropriate re-employment pursuant to this section must be accepted within thirty (30) days after the date of the offer. In the event any offer of re-employment is not accepted, the unit member shall receive no further consideration pursuant to this Article.

G. For the purposes of this Article a retrenched unit member shall have been considered to have been laid off.

H. In the event that retrenchment has taken place, no equivalent program will be developed at any campus for a period of three years unless the affected faculty have the right to relocate with the program.

I. The provisions of this Article shall not apply to unit members with fixed length or "soft money" appointments.

J. When a retrenchment is ordered, the University shall make available to the Association relevant information upon request.

K. In the event of retrenchment the Association shall proceed directly to Step 3 of Article 14, Grievance Procedure.

Article 18 - Position Elimination

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

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

Article 19-Leaves

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

B. 1. Sabbatical leaves with pay shall be granted on the following basis:

a. Sixteen (16) University sabbaticals shall be available in each year of this agreement. The allocation of these sabbaticals to each campus shall be as follows: UM 5, UMA 2, UMF 2, UMFK 1, UMM 1, UMPI 2, USM 3.

Unused University sabbaticals shall carry forward to the next academic year and will be allocated to campuses in rotational order based on descending campus size, which shall be determined by the number of unit members with six (6) or more years of full-time service at each campus.

b. In addition to the University sabbaticals (a above) the campuses shall make available at least the following number of campus sabbaticals: UM 20, USM 12, UMPI 1, UMA 1.

c. In addition to University and campus sabbaticals (a and b above), if a department, division or other appropriate unit can provide coverage for the costs associated with a sabbatical so that no additional costs are incurred by the University then the department, division or other appropriate unit may, with the approval of the chief administrative officer or his/her designee, allocate and recommend the award of additional sabbaticals.

2. Unit members may make an application during their sixth year for a sabbatical leave.

3. a. Applications for these sabbaticals shall be submitted to the chief administrative officer of the

campus or his/her designee in accordance with procedures established at each campus which shall include a review and recommendation by the department, division or other appropriate unit. The selection of those who will receive these sabbaticals shall be based on a program proposal which includes a statement of intent and on benefits of the proposed sabbatical to the individual, the campus and the profession. All other things being equal, time since last sabbatical shall be considered a relevant factor in the awarding of sabbaticals.

b. Upon request of a unit member who has been denied a sabbatical leave, the chief administrative officer or designee shall discuss his or her decision with the unit member. If requested, the chief administrative officer or designee shall then promptly furnish written reasons for the decision to the unit member.

c. Applications for sabbaticals shall be submitted no later than six (6) months prior to the proposed effective date of the sabbatical and in accordance with campus procedures. In unusual circumstances this requirement may be waived. Unit members will be notified of approval or disapproval of sabbatical applications by the chief administrative officer no later than three (3) months prior to the proposed effective date of the sabbatical.

d. The Association shall be furnished annually a list by campus of unit members applying for, receiving and being denied sabbaticals.

4. a. Sabbatical salaries shall be one-half pay for the academic or fiscal year; or full pay for one semester

or half year. Fiscal year employees opting the academic year basis for sabbaticals shall be paid by prorating the fiscal year salary to the academic year equivalent and then receiving one-half pay for academic year awards or full pay for one semester awards.

b. The unit member must return to the University for at least one academic or fiscal year following the sabbatical. Agreements to the contrary must be in writing prior to participation. Salary received during the sabbatical must be returned to the University where neither of the above is satisfied.

c. The unit member must provide a brief written report of the participation in the program to the chief administrative officer or his/her designee.

d. Unit members shall be eligible for another sabbatical leave after completion of six (6) years of full-time service since the last sabbatical except unit members in the rank of Professor or equivalent shall be eligible for another sabbatical leave after completion of five (5) years of full-time service. Calculation of service for this purpose shall begin at the time the unit member returns from the last previous sabbatical. Exceptions may be made if a proposed program is deemed of exceptional value to the individual, campus or the profession and there are unfilled sabbaticals.

e. If a unit member defers an approved sabbatical at the request of the University, the length of the deferral shall apply toward eligibility for the next sabbatical.

f. Compensation during the sabbatical shall include contributions made by the University to retirement programs, Social Security programs, and insurance programs under the University policy.

g. Annual leave and sick leave shall continue to accrue during the period of the sabbatical on a pro-rata basis.

h. While on sabbatical leave, a unit member shall be permitted to receive travel and moving expenses, fellowships, grants-in-aid or financial assistance from sources other than the University, provided there is no requirement to perform duties detrimental to or which interfere with the objectives for which the sabbatical has been granted.

5. Grievances under this section may be appealed through Step 5 of the grievance procedure, except that academic judgments regarding the selection of unit members to receive these sabbaticals shall not be grievable.

C. 1. a. Upon timely written request of a unit member, the chief administrative officer or his/her designee

shall normally grant a leave without pay for a period not to exceed one (1) year. Such leave may be extended by the chief administrative officer or his/her designee upon timely written request of the unit member for up to two (2) successive one-year periods. These leaves may be utilized for such purposes as holding appointive public office, meeting familial obligations and other purposes consistent with the needs and interests of the University.

b. When a leave without pay is granted so that a unit member may accept a state or federal appointive position, the leave may be extended by the chief administrative officer or designee upon timely request of the unit member for up to three (3) successive one-year periods, for a total leave not to exceed four (4) years. If an employee accepts a state or federal appointive office and is granted a leave under this policy, the employee may receive University retirement contributions under the following terms. If the employee returns to the University and contributes to the basic retirement fund an amount equal to what the employee's contributions would have been during the leave, the University shall contribute an amount equal to what its contributions would have been during the leave, based on the salary at the commencement of the leave. The University will not make any contributions if the employee accrued vested retirement benefits under a state or federal plan as a result of the appointive office.

c. The salary of the returning unit member shall be adjusted to reflect any increases negotiated in the current collective bargaining agreement covering the initial year of the leave. In the case of leaves beyond one year, upon return of the unit member an adjustment shall be made to the base salary to reflect non-discretionary increases and may be made to reflect discretionary increases. The University shall provide that retirement and appropriate insurance coverage for periods of leave without pay will be available to the unit member at his or her expense. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on leave without pay shall not be creditable for the purpose of determining eligibility for tenure or continuing contract. When a leave without pay is shorter than a full academic or fiscal year, the full year is not credited. Nevertheless, time spent on leave without pay may be creditable for the purpose of determining eligibility for tenure or continuing contract by mutual agreement of the unit member and the chief administrative officer or his/her designee.

2. Leaves without pay, granted under this provision for educational purposes, may be to acquire or complete an academic degree, to gain practical experience in one's field, or to participate in an educational opportunity valuable to the individual, the department or the campus. While on leave without pay for educational purposes, the University shall contribute its proportionate share to retirement and appropriate insurance programs if the unit member chooses to participate in those programs.

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

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

D. 1. Unit members shall earn one and two-thirds ($1\frac{2}{3}$) days of disability leave for each monthly pay period, or major portion thereof, of employment.

2. Unit members on academic year appointments may accumulate disability leave up to a maximum of one hundred fifty (150) days; those on fiscal year appointments may accumulate up to a maximum of one hundred eighty (180) days effective July 1, 1990. Where retirement plans applicable to unit members permit service credit for accumulated disability leave, unit members may accumulate additional days of disability leave for such retirement purposes only if such credit is granted at no cost to the University.

3. The University shall provide each unit member with an annual statement showing disability days earned, utilized and accumulated. This statement shall be furnished to unit members within sixty (60) days after the execution date of the Agreement and thereafter during the month of October of each year.

4. a. A unit member who is unable to perform duties because of a disability may use any and all accrued

leave credits. A "disability" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty.

b. A unit member must report disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for classroom teaching or other assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays and in the instance of fiscal year appointees, official holidays observed by the University shall not be counted. Unit members on disability leave during the period of either administrative holidays

or official University holidays observed on the campus academic calendar shall not be charged disability leave for that period.

c. A unit member may use up to a total of twenty (20) days disability leave each fiscal year for absences resulting from illness or injury of a member of the unit member's immediate family upon proper notice to the chief administrative officer or his or her designee. 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.

d. A unit member may use up to five (5) days disability leave in each occurrence of death of a member of the unit member's family in order to attend the funeral and/or to matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the chief administrative officer or his or her designee.

e. A unit member may use up to a total of twenty (20) days disability leave each fiscal year for absences relating to the adoption of a child which process requires the presence of the unit member.

5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may by submitting a request in writing require the unit member to furnish verification of the disability or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.

6. If the chief administrative officer believes that a unit member is unable to perform assigned duties due to illness or injury, the chief administrative officer may suspend the unit member with pay and require the unit member to submit to a medical examination by a physician chosen and paid by the University, or if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.

a. If a unit member's absence due to disability exceeds three (3) months, the unit member may be required to apply for long-term disability benefits. Such requests shall be in writing. The unit member shall have thirty (30) days to comply with the request.

b. If a unit member receives both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University. The unit member and the University may agree to a repayment schedule to avoid extreme personal hardship.

7. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section D, paragraph 6, of this Article, the chief administrative officer may after consultation with the unit member:

a. extend the leave without pay pending determination of eligibility for total disability benefits; or

b. extend the leave without pay for up to one (1) year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

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

a. request the unit member's resignation; or

b. terminate the unit member's employment.

8. In the event of the death of a unit member on an academic year appointment, the University shall pay to his/her estate an amount equal to one-sixth (1/6) his/her annual salary or accrued salary, whichever is greater.

9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. Any monthly benefits subsequently paid to or on behalf of a unit member pursuant to a long-term disability insurance plan provided by the University shall be reduced by any amounts paid by the University to a unit member under this Article as disability leave payments within each of the months following six (6) consecutive months of total disability.

10. In the event the unit member is placed on leave without pay due to disability, and has applied for long term disability, he or she may make a written request to the appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his / her recommendation to the campus President or designee. The President or designee may receive other recommendations regarding the request from such individuals determined to be appropriate. The President or designee shall have the sole discretion to accept or reject the request, and his / her decision shall be final and shall not be grievable. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the balance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination.

E. 1. A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case

not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance.

2. Any unit member who substitutes for another unit member appearing as an expert witness shall be compensated on a per diem basis at the overload rate appropriate to his or her rank.

3. To be eligible for the benefits of this section of the Agreement, evidence in the form of a subpoena or other written notification shall be presented to the unit member's immediate supervisor as far in advance as possible.

F. 1. Unit members on fiscal-year appointments shall earn annual leave at the rate of one and two-thirds

(1 2/3) days per month, or major portion thereof of employment for the first fifteen (15) years of service. In subsequent years, the unit member shall earn annual leave at the rate of two (2) days per month, or major portion thereof, of employment. Academic-year unit members shall not earn or accrue annual leave. Up to forty (40) days of annual leave may be carried forward from year to year. This annual carry forward shall be applied on December 31 of each year. A unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the unit member's immediate supervisor and the approval of the System Office of Human Resources. Such requests shall not be unreasonably denied.

2. In the first year of employment annual leave shall be earned before being taken. All requests for annual leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take annual leave shall be subject to the consideration of departmental and organization scheduling but shall not be unreasonably withheld by a supervisor.

3. When a fiscal-year unit member terminates employment or changes from a fiscal-year to an academic-year contract, the campus shall pay the unit member for up to forty (40) days of unused annual leave balance prior to the change to the academic-year contract or the termination of employment. Any accrued annual leave in

excess of forty (40) days shall be forfeited by the unit member.

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

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

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

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

Article 20-Salaries and Overload

A. 1. The Association and University hereby establish their intent to increase faculty salaries by 2002 A.D.

by an amount which makes such salaries commensurate to the per capita income for the State of Maine, relative to other states.

2. In determining these rankings, the Association and University agree to use statistical data reported by the American Association of University Professors and by the U.S. Department of Commerce, Bureau of Economic Analysis.

B. The parties hereby recognize and acknowledge a mutual interest in establishing methods and procedures which would enable tenured faculty to receive increases to their base compensation resulting from the post tenure review. A successful program of post tenure compensation rests upon three essential elements; establishing the procedures which provide for appropriate levels of peer and administrative review, ensuring fairness and objectivity in the process, and the identification of a source of funding. Therefore, it is agreed that a committee comprised of three (3) representatives appointed by each party shall be created to review and design a program of post tenure compensation which speaks to these three essential elements. Representatives on this committee shall be persons who will serve on the respective negotiations team for the next successor contract. The committee shall begin its work not later than February 15, 2002 and shall issue its report and recommendations to the parties' negotiation teams no later than May 15, 2002.

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

Instructor to Assistant Professor 6.5%

Assistant Professor to Associate Professor 6.5%

Associate Professor to Full Professor 7.5%

D. Effective July 1, 2001, Rank minima for unit members shall be as follows:

academic fiscal

year year

appointment appointment

Instructor \$30,539 \$36,647

Assistant Professor \$36,719 \$44,063

Associate Professor \$41,869 \$50,243

Professor \$49,440 \$59,328

E. Effective July 1, 2002, the base salaries of unit members employed as of June 30, 2002, excluding those not returning to the University in September 2002, shall be increased by 3% of the June 30, 2002 base salary.

F. Effective July 1, 2002, Unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

academic fiscal

year year

appointment appointment

six (6) years of service \$1,007 \$1,292

ten (10) years of service \$1,974 \$2,497

sixteen (16) years of service \$2,943 \$3,693

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

G. Overload compensation rates for courses which commence after September 1, 2002, shall be increased 3%. Such overload compensation rates (see Appendix C) are minimum rates.

H. 1. A joint University and AFUM committee shall be established to examine data and review gender

equity issues based on the October 2003 payroll. The committee shall issue a report to the parties during spring of 2004.

2. In order to prevent gender based salary inequities, or other unintended illegal discrimination, a unit member's salary shall be reviewed by the campus EEO/HR office at the time a promotional increase or individual salary increase is recommended. Each campus shall make available information regarding the possibility, if any, and the procedures and criteria by which any extraordinary salary adjustments are made.

I. Post Tenure Compensation –

1. Any unit member having the rank of Professor with tenure, Associate Professor with tenure, Extension Professor with continuing contract, or Associate Extension Professor with continuing contract, or any Lecturer with over six (6) years of continuous full-time regular service in the same department, division, or appropriate unit shall be eligible for consideration for the award of compensation at the time of his / her post tenure review.

2. Normally, under normal circumstances approximately 25% of the tenured faculty at a given university shall be eligible in any given year. Faculty members who were not reviewed on their last scheduled date of post

tenure review shall be scheduled for review in a four (4) year cycle commencing with their most recent tenure or promotion date.

3. Effective January 1, 2003 a joint UMS – AFUM committee shall be created to oversee administrative issues and any other problem that may arise during the course of this program. Such issues may include questions of eligibility, determination of cohort groups, and adherence to the procedures outlined herein. Membership in the committee shall be drawn from each party's negotiations team. UMS shall provide the committee with a report each year concerning those awards made, denied, augmented, or any situation in which the peer recommendation is altered in any way.

4. Eligible faculty shall be evaluated pursuant to Article 10, Section C of the Agreement. Those faculty who receive a peer committee evaluation of satisfactory or better shall be recommended to receive a 3.5% adjustment to their base pay effective at the start of the subsequent fall semester for academic-year faculty, or, to be effective the July 1 following the review in the case of faculty with fiscal year appointments.

5. The peer committee's recommendation shall be forwarded to the dean or appropriate academic administrator, who may ratify, or for compelling reasons, overturn the peer committee's recommendation. In the event that the peer recommendation is overturned, the appropriate administrator shall inform the peer committee of the reasons of such action. The administrative review may also augment the peer committee's recommendation in recognition of stellar performance, salary compression, and / or equity. In no event, under no circumstances, shall the amount of the augmentation exceed an additional 3.5% of the individual's base salary.

6. The exercise of academic judgment by either the peer committee or the academic administrator shall not be subject to the grievance procedure. Alleged violations of the procedures contained herein shall be subject to the grievance and arbitration provisions of the Agreement.

7. This program shall remain in effect for post tenure reviews conducted in the academic years 2002 – 2003 through 2009 – 2010.

J. Direct Deposit:

1. Unit members employed as of January 1, 2002 may elect not to participate in the direct deposit option of his / her paycheck.

2. A unit member employed after January 1, 2002 is required to have his / her paycheck directly deposited unless the employee indicates in writing that a special circumstance exists. In such instance, direct deposit will not be required.

Article 21 - Retirement and Insurances

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

University share 10% of unit member's annual base salary

Unit member's share 4% of his/her annual base salary

Total 14% of unit member's annual base salary

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

University share 10% of additional compensation paid for the covered work during the period of 6/1 - 8/31.
 Unit member's share 4% of the additional compensation paid for the covered work during the 6/1 - 8/31 period.
 Total 14% of the additional compensation paid for the covered work during the period 6/1 - 8/31.

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

B. Unit members upon separation from University service shall, at any age, have the option to withdraw one hundred percent (100%) of their University of Maine Retirement Plan for Faculty and Professional Employees accumulation subject to vendor and Internal Revenue Service Regulation.

C. 1. The University shall continue to make available to unit members a health insurance plan which is the

equivalent to the plan in existence July 1, 2001 and amended as shown in Appendix J of this Agreement. Unit members may choose to enroll themselves and their eligible dependents in this plan. This shall not preclude consideration by the University of alternative equivalent health insurance systems during the term of this Agreement.

2. Unit members shall have deducted from their monthly pay for health coverage an amount equal to:

Effective July 1, 2001 Effective January 1, 2003

Single coverage 10% blended rate 10% blended rate

Single plus one adult 10% blended rate 10% Employees & 12% dependant blended rate

Family coverage 10% blended rate 10% Employees & 12% dependant blended rate

The dollar value of the amounts provided for above shall remain constant until a successor agreement is executed.

July 1, 2002 – December 31, 2002						
Single		Single + 1		Family		
Comp Care	POS	Comp Care	POS	Comp Care	POS	
Full Rate	\$328.11	\$306.47	\$721.82	\$674.25	\$918.69	\$858.17
Blended Rate	\$312.96		\$688.52		\$876.33	
Employee Share	\$31.30		\$68.85		\$87.63	
January 1, 2003 – June 30, 2003						
Single		Single + 1		Family		
Comp Care	POS	Comp Care	POS	Comp Care	POS	

Full Rate	\$302.66	\$289.42	\$655.86	\$636.72	\$847.46	\$810.38
Blended Rate	\$293.39		\$645.46		\$821.50	
Employee Share	\$29.34		\$71.59		\$92.71	

Starting no later than November 15 of each year, members of the bargaining unit may, on an annual basis, elect to enroll in either the point of service or the comprehensive coverage option under the University's group health insurance plan and relevant provisions. To properly reflect changes in plan participation rates, the blended monthly premium rates will be reviewed and revised annually upon completion of the open enrollment period.

D. The University will maintain for unit members the existing or equivalent group life insurance, travel insurance, accidental death and dismemberment insurance and long-term disability insurance. Any increases in premium costs in the above insurance shall be the responsibility of the University.

E. 1. Existing retirement plans other than the University of Maine System Retirement Plan for Faculty and

Professional Employees in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University.

2. Existing health insurance plans other than the plan referred to in Section B, in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University.

3. The University shall implement the following contribution rate for unit members in the Federal Civil Service Retirement System who have elected TIAA-CREF participation:

University Share 8% of the annual base salary

Unit Member Share 4% of the annual base salary

Total 12% of the annual base salary

F. The University of Maine System Retirement Plan for Faculty and Professional Employees shall consist of TIAA-CREF and alternate vendors whose rules of participation have been mutually agreed upon by the parties.

G. 1. The Partial/Phased Retirement Program (PPRP) shall remain in effect. Unit members are eligible to

apply to participate if either: (1) they are at least fifty-five (55) years of age and have at least ten (10) continuous years of full-time regular University of Maine System service; or (2) their age in years and length of continuous full-time regular University of Maine System service in years totals seventy-three (73) or more years. A more complete description of this program is set forth in Appendix K.

2. Requests to participate in the Partial Phased Retirement Program shall not be unreasonably denied when the request is for a mutually agreed upon duration (normally not to exceed three (3) years) and shall primarily entail teaching responsibilities where the participant's expertise contributes to the mission of the department, division, or other appropriate unit. Once approved, a participant may petition to amend the duration of the partial phased retirement prior to its expiration. In no case, once approved, will requests to return to full-time status be approved. Participation in the program may be extended by mutual agreement.

H. The University and Association shall establish a health committee to review health plan options. Four(4)members shall be chosen by the Association, four (4) members shall be chosen by the University; the committee shall also include other members of represented and non-represented employees of the System. The committee shall issue reports and recommendations as necessary. The parties agree that the committee will end as of the expiration of this

Agreement unless extended in writing.

I. The University and Association shall establish a Joint Health Policy Standing Committee. Four (4) members shall be chosen by the Association, four (4) members shall be chosen by the University. The committee may avail itself of the expertise of consultants and other experts and shall commence its work thirty (30) days following the execution of this Agreement and shall continue for the life of the this Agreement.

J. 1. Unit members initially employed prior to July 1, 1996, who participate in the University of Maine

System Retirement Plan for Faculty and Professional Employees, or who are eligible to take normal retirement under the Maine State Retirement System, and who are at least fifty-five (55) years of age and who have at least ten (10) years of continuous, regular service are eligible for the retirement benefits specified below. Unit members on leave of absence are eligible so long as they meet all other eligibility requirements.

2. Upon retirement the unit member shall be eligible to receive a lump sum contribution to the basic retirement plan. The lump sum shall be equal to one and one-half per cent (1.5%) of the unit member's final base salary for each completed year of continuous regular University service up to a maximum of twenty-seven (27) years of service.

3. The lump sum described above shall be deposited in the unit member's basic retirement account up to the maximum amount determined by regulations of the Internal Revenue Service. Any remaining amount shall be deposited in the unit member's basic retirement account in the next January following the date of retirement up to the maximum determined by IRS regulations. If any of the lump sum amount remains to be paid after this second payment to the retirement account, the unit member may elect at that time to receive that amount as taxable income with interest credited from the date of retirement.

4. Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees.

K. 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 two years.
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.

L. The University agrees to contribute nineteen dollars and thirty-four cents (\$19.34) per month per unit member to provide single coverage dental insurance. Other coverage options may be made available and elected by unit members at their expense.

M. The University shall make available a short-term income protection plan for unit members to purchase on a voluntary basis at their expense.

Article 22 - Tuition Waiver

A. The University shall maintain a space available tuition waiver program. When space is available, unit members and former unit members of emeritus status may enroll in a course on a tuition-free basis subject to the following requirements:

1. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating individuals;
2. Participating individuals must meet any course prerequisites;
3. All fees other than tuition shall be paid by the participating individuals as a condition of enrollment;
4. Participating individuals may enroll in a maximum of two courses per semester or summer session, not to exceed four (4) credit hours per course. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the campus;
5. Minimum enrollment requirements, established by any campus as a necessary condition for offering a course, shall not count these interested participants toward the number of students required to guarantee the offering of such course.

B. 1. The spouse or dependent children of unit members shall be eligible for a waiver of one-half (1/2)

tuition, provided that the spouse or dependent child is attending the University of Maine System as a full-time or part-time matriculated student. For Summer Session courses which are self-supporting, students who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings.

In the event of the retirement, retrenchment, or death of a unit member, his or her spouse or dependent children who are enrolled students and who are otherwise eligible for this waiver at the time of the retirement, retrenchment, or death shall maintain eligibility as long as they maintain continuous enrollment as matriculated students or until they complete the requirements for a degree.

2. In no event shall tuition waivers granted under this Article exceed one-half (1/2) tuition for the spouse or each eligible child of a unit member.

3. Graduate students, only for purposes of this Article, shall be required to maintain a three (3) credit hour load per semester to be eligible for a waiver of one-half (1/2) tuition. Eligibility for this waiver requires matriculation in a degree program and extends only to courses taken as part of an approved program of study for the degree and is dependent on the availability of space.

Article 23-Use of Personal Automobile

A. Effective upon the execution date of this Agreement, unit members who use their personal automobile for assigned non-campus University business shall receive reimbursement by the University as follows:

1. For the first 10,000 miles in the fiscal year, the employee will receive mileage payments equal to the rate paid by the State of Maine.
2. For all miles in excess of 10,000 the employee shall receive the rate approved by the Internal Revenue Service.
3. The counting of accumulated mileage under this provision shall begin July 1, 2002.

B. Parking fees shall not exceed the following amounts:

UM USM UMPI

\$35 \$35 \$10

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

Article 24-Outside Employment

A. "Outside employment" shall mean any private practice, private consulting, additional teaching or research, or other professional activity which is not part of the unit member's assigned duties and for which no compensation is paid by or through the University.

B. It is the responsibility of unit members to perform fully their teaching, research, and University and public service responsibilities. Unit members' service is not measured in a fixed number of hours per week. The unit member is expected to devote as much time as necessary to fulfill his or her responsibilities.

C. Any unit member who proposes to engage in any outside compensated professional employment which the unit member should reasonably conclude may create a conflict of interest, under the University of Maine System Conflict of Interest Policy, shall report to the unit member's supervisor, in writing, the details of such proposed employment prior to engaging therein.

D. In the event that University resources are to be used, prior arrangements shall be made with an appropriate administrative officer for reimbursement at an appropriate rate.

E. A new written report shall be submitted for outside employment previously reported at:

- (1) the beginning of each academic year for outside employment of a continuing nature; and
- (2) such time as there is a significant change in the outside employment (nature, extent, funding, etc.).

F. Any outside employment which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within 60 days of the execution of this Agreement and shall conform to the provisions of this Article.

G. In the event the proposed outside employment is determined to constitute a conflict of interest and the unit member disagrees with that determination, the unit member may file a grievance under the grievance procedure contained in Article 14 directly to step 3.

H. A unit member who has failed to report pursuant to Section C may not engage in such outside employment pending a resolution of the matter pursuant to Section G.

I. No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or the designee(s) of those individuals.

J. The reporting provisions of this section shall not apply to employment performed wholly during a period in which the unit member has no appointment with the University.

Article 25 - Bargaining Unit Work

A. Bargaining unit work includes such activities as are described in Articles 10.B and 11.C.1. These responsibilities are fulfilled in major part by unit members.

B. It is the intention of the parties that bargaining unit work be performed by unit members. However, the responsibilities stated above, as in any other academic institution, are also fulfilled by non-unit members.

C. A variety of research, specialized advising, public service and teaching that has not been traditionally performed by unit members may be determined to constitute part of regular workload or overload as provided in Article 11.

D. Undergraduate students shall not assume regular classroom teaching responsibilities.

E. Where non-unit members have teaching responsibilities, evaluation of teaching performance shall be in accordance with the procedures established in this Agreement.

F. Overload courses within their department, division or other appropriate unit shall be offered to qualified unit members. The distribution of such courses shall be in an equitable manner.

G. Unit members shall be informed of summer session and mini-session course opportunities within their department, division or other appropriate unit. Current practice regarding the assignments of these courses within the department, division or other appropriate unit shall be continued.

H. Departments, division or other appropriate units identified in the report of the Committee on Bargaining Unit Work dated July 24, 1985 which use non-unit members for more than 35% of current teaching contracts shall not increase this proportion except in the case of unusual circumstances with notice to the Association.

Article 26 - Office Space and Equipment

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

Article 27 - Non-Discrimination

The University and the Association agree not to discriminate illegally with respect to wages, hours, and working conditions based upon: race, color, religion, sex, sexual orientation, national origin, citizenship status, age, disability, or membership or non-membership in the Association.

Article 28 - No Strike or Lockout

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

Article 29 - Separability

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

Article 30 - Safety and Health

A. The employer recognizes a responsibility to provide an environment intended to protect the health and security of employees as they carry out their responsibilities. All Unit members will abide by University safety regulations and will use appropriate safety equipment and protective clothing required and provided by the University.

B. On those campuses where the health center has a health professional in attendance, said facility shall be available for emergency assessment and first aid for injuries occurring to unit members while at work.

C. Each campus shall establish and publicize a telephone number for use by unit members in the event of an emergency, and designate available telephones for such use.

D. Each campus shall establish a committee to address health, safety and security issues for that campus.

E. Each campus shall designate an administrator who shall be responsible for the health, safety and security issues on that campus, and for publicizing that campus's emergency procedures.

F. Any faculty member who in the performance of his/her job is the recipient of a threat of bodily harm by a student, member of the public, or faculty or staff, shall immediately report the incident to his or her supervisor and to appropriate law enforcement officials as necessary. The faculty member who is threatened may require the threatening person to leave the classroom or office.

G. The University may adopt policies relating to the regulation of smoking in the work place by unit members. The chief administrative officer or designee shall consult with a designated campus Association representative prior to the establishment of a new policy and/or a change in a current campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.

Article 31 - Program Transfer

A. In the event that a program to which unit members are assigned is eliminated or suspended at one site and transferred to another site which requires the relocation by a participating unit member of more than fifty (50) miles, such unit members who relocate with the program shall be reimbursed for actual, reasonable and necessary household moving expenses.

B. The University shall provide advance notice at the time such program transfers are anticipated for the purpose of discussing the proposed action.

C. If less than one hundred twenty (120) days notice of a program transfer is provided, the University shall reimburse a participating unit member for actual, reasonable and necessary temporary housing expenses for a number of days not exceeding the difference between one hundred twenty days and the actual notice in days.

Article 32 - Program Elimination

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

Article 33 - Conditions of Agreement

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

A. The tentative Agreement is approved by the Board of Trustees of the University of Maine System.

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

Article 34 - Term of Agreement

A. The provisions of this Agreement shall be effective as of the date of its execution, unless otherwise specified herein, and shall continue in full force and effect until and including June 30, 2003.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.

C. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed this 13th day of February 2003, as indicated below.

For the University of Maine System

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

Joseph Westphal
Frank Gerry
Tracy Bigney
Jerry Blazek
Allan Boggs
Douglas Gelinias

Ronald A. Mosley, Jr.
Donald P. Anspach
Richard H. Asam
Richard Brucher
Jane K. Conroy
Ken Elliott
James F. Horan
F. Stewart Kinley
Roger Roy
