

part of the overall evaluation packet that moves through subsequent levels of review.

C. Evaluation Procedure:

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

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

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

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

ARTICLE 11 - WORKLOAD

- A. 1. The work year for unit members on fiscal year appointments, except for such unit members in the Department of Physical Education and Athletics at the University of Maine, shall be from July 1 through June 30 inclusive of annual leave and holidays as provided in Article 19, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.
2. The work year for unit members on fiscal year appointments in the Department of Physical Education and Athletics at the University of Maine shall be twelve (12) consecutive months inclusive of annual leave and holidays as provided in Article 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. The department chair or other appropriate administrator shall consult with the unit member prior to the determining of a substitute assignment in the event of the cancellation of a previously scheduled in-load class. In so consulting, the appropriate administrator shall attempt to accommodate the unit member's preferences with respect to the substitute assignment.
 - c. If team teaching is approved by a Dean/appropriate academic administrator, the unit members and appropriate academic administrator will meet prior to the commencement of the course to resolve pay issues on a case by case basis, and/or to adjust unit members' workloads.
 - d. The parties hereby agree to study and explore the means and methods for compensating unit members who engage in assigned individualized and/or independent study.
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. In exploring options for compensation of unit members for teaching web-based courses and emerging technologies, the parties shall be guided by the finding of the Teaching Through Technology Task Force.

**ARTICLE 13 - RESPONSIBILITIES OF DEPARTMENT, DIVISION
OR OTHER APPROPRIATE UNITS AND CHAIRPERSONS**

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

The nomination and selection of non-unit chairpersons shall be in accordance with current governance policy in effect at the appropriate campus. Governance policies which are in effect at the time of execution of this Agreement are attached (Appendix D). Although revisions to such policies may occur during the term of this Agreement in

accordance with appropriate governance procedures, such revisions shall recognize the legitimate concerns of unit members described in Section A above. Any changes in governance policies pertaining to the nomination and selection of non-unit chairpersons shall be promptly forwarded to the Association.

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

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

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

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

Size	Reduced Load	Stipend January 1, 2010- June 30, 2011
fewer than 11	1 course or 25%	and \$1,894/yr.
at least 11 but fewer than 16	1 course or 25%	and \$2,464/yr.
16+	1 course or 25%	and \$3,112/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.

*The parties reaffirm for the life of this agreement the currently existing Memorandum of Understanding wherein department chairs at UMPI are considered members of the unit.

ARTICLE 14 - CHECKOFF AND MAINTENANCE OF MEMBERSHIP

- A. Unit members shall elect one of the following options within sixty (60) days of initial employment in the bargaining unit or execution of this Agreement, whichever is later: 1) membership in the Association; 2) payment of a Representation Fee; or, 3) payment to an education fund.
- B. For purposes of this Article, "Representation Fee" is the costs associated with the negotiation and continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members. During the term of this Agreement, the Representation Fee shall be assessed monthly at an amount specified by the Association as set forth in Section E below.
- C. Unit members who elect the education fund option shall during the term of this Agreement be assessed monthly at the rate of one-twelfth (1/12) of the annual membership dues.
- D. Unit members who are members of the Association as of the date of ratification of this Agreement, or who, thereafter, during its term, become members of the Association, shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association during the period from August 15 to September 15 of a given year. Unit members who resign from membership in the Association are required to select an alternative option from Section A above upon the effective date of their resignation. If a unit member resigns and does not select an alternative option, upon notification from the Association, the University shall deduct the monthly Representation Fee in accordance with F below.
- E. The University agrees to deduct in monthly installments the dues of the Association, the Representation Fee or the education fund contribution from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th of each month following the month in which such deductions have been made.
- F. The Association has demonstrated, based upon actual payroll records, that two-thirds (2/3) of the unit members voluntarily economically support the Association either through the payment of a membership fee or voluntary payment of the Representation Fee. Therefore, during the term of this Agreement the University agrees to deduct a monthly Representation Fee from the pay of all unit members hired on or after August 16, 2010 who have not signed an authorization for the University to deduct monthly installments for one of the options specified in Section A of this Agreement and also have not made arrangements to pay regular dues, representation fees or contributions to the education fund to the Association directly, unless the unit member is a religious objector as provided under Section G. The Association shall advise the University as to the names of such unit members who have not either authorized payroll deductions, made arrangements for direct payments, or qualified for religious objector status. Automatic deductions for those unit members as described in this paragraph will begin in the pay period following the month during which the Association has notified the University as required by this section.
- G. Any unit member covered hereby who maintains that she/he holds a sincere and bona fide religious belief that conflicts with an obligation to financially support the Association, public employee organizations or labor organizations in general may seek religious objector status by petitioning the Association. Any such unit member who is found by the Association to hold a sincere and bona fide religious belief that conflicts with an obligation to financially support the Association, public employee organizations or labor organizations in general, shall have the right to refuse to pay the Representation Fee only so long as the unit member makes contributions at least equal in amount to the Representation Fee to a non-religious charitable organization mutually agreed upon by the unit member so refusing and the Association, within ten (10) days after each payday. The Association shall not unreasonably deny the choice of such non-religious charitable organization suggested by the unit member. An administrative or legal challenge to a denial of a petition for religious objector status may be filed by the unit member against the Association in an appropriate forum and shall not be subject to grievance arbitration under this Agreement.

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

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

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

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

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

- I. The University shall not be responsible for making any deduction for dues, fees or education fund contributions if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions or from worker's compensation benefits. In such event, it will be the responsibility of the Association to collect the dues or fees for that pay period directly from the unit member.
- J. The University shall be entitled to designate at least one (1) representative to participate in the administration of the education fund.
- K. The University's responsibility for deducting fees from a unit member's salary specified in Section A of this Article shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit.

- L. The University shall deduct any authorized amount as certified by the Association in accordance with section D, E or F above. Failure of a unit member to meet the obligation set forth in Section A shall not result in termination or non-reappointment of a unit member.
- M. The Association and the University shall develop appropriate forms to authorize payment of the representation fees and education fund contributions.
- N. The University shall inform all unit members in writing of their obligation to make an election as specified in section A above. Such notice shall be given to individuals in writing in the initial letter of appointment.
- O. The University agrees to mail to all newly appointed faculty at the start of the academic year a letter provided by AFUM concerning membership in the Association along with such membership forms as AFUM desires to enclose. This letter may also reference the AFUM website for those new faculty who may wish to complete the form electronically.
- P. The Association agrees that it shall indemnify, defend, reimburse, and hold the University harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages or any other form of liability, including attorney's fees, costs or other liability arising from or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the University by the Association pursuant to this Article; and including but not limited to any charge that the University failed to discharge any duty owed to its employees arising out of the Representation Fee deduction. The Association will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the University under this Article. In such litigation, the University shall have no obligation to defend its act taken or not taken.
- Q. Should any Court or other authority find the indemnity clause in Section P above void or unenforceable, Article 14 of the parties' July 1, 2007-December 31, 2009 collective bargaining Agreement shall apply in place of this Article.

ARTICLE 15 - GRIEVANCE PROCEDURES

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

A. Definitions:

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

B. Informal Procedure:

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

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.

- 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 member's position no later than October 31 or March 31 of the semester in which notice or retrenchment is given.
- D. Unit members with tenured or continuing contract appointments shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice, and shall thereafter receive one and one-half (1 1/2) years of total compensation. During this one and one-half (1 1/2) year period, such unit members shall have no further professional obligations to the University unless appropriate alternate or equivalent employment at the retrenched unit member's campus, with the expectation of continuance beyond eighteen (18) months, is made available to the unit member in accordance with Section E of this Article. In such event, the salary received from the alternate or equivalent employment will be supplemented as necessary by a stipend so that no reduction in salary will be suffered during the one and one-half (1 1/2) year period. If such employment is offered and refused, the obligation to continue compensation for eighteen (18) months shall be limited to the difference between the salary for the position offered and the salary for the position from which the unit member was retrenched.
- E. At the time of notice of retrenchment, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for retrenched unit members. A retrenched unit member shall have a priority right to alternate or equivalent positions within the bargaining unit for which he/she is qualified.
- F.
 1. For two (2) years following the effective date of retrenchment, a unit member who has been retrenched, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full-time University position, shall be offered re-employment in the same position at the campus at which previously employed at the time of retrenchment should an opportunity for such re-employment arise. A unit member who held a tenured or continuing contract appointment on the date of termination by reason of retrenchment shall resume the tenured or continuing contract appointment upon recall. The unit member shall receive the same salary which was received at the time of retrenchment plus any non-discretionary increases in salary or benefits received by faculty.
 2. All persons on the recall list shall regularly be sent University position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.
 3. Should a vacancy occur at another campus within the University, unit members on the recall list shall be considered prior to the general public advertisement of the position.
 4. Any offer of appropriate re-employment pursuant to this section must be accepted within thirty (30) days after the date of the offer. In the event any offer of re-employment is not accepted, the unit member shall receive no further consideration pursuant to this Article.
- G. For the purposes of this Article, a retrenched unit member shall have been considered to have been laid off.
- H. In the event that retrenchment has taken place, no equivalent program will be developed at any campus for a period of three years unless the affected faculty have the right to relocate with the program.
- I. The provisions of this Article shall not apply to unit members with fixed length or "soft money" appointments.
- J. When a retrenchment is ordered, the University shall make available to the Association relevant information upon request.
- K. In the event of retrenchment, the Association shall proceed directly to Step 3 of Article 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. PROFESSIONAL TRAVEL

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

B. SABBATICAL LEAVES

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

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

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

- b. In addition to the University sabbaticals (a. above) the campuses shall make available at least the following number of campus sabbaticals: UM 20, USM 12, UMPI 1, UMA 1, UMF 1.
 - c. In addition to University and campus sabbaticals (a and b above), if a department, division or other appropriate unit can provide coverage for the costs associated with a sabbatical so that no additional costs are incurred by the University, then the department, division or other appropriate unit may, with the approval of the chief administrative officer or his/her designee, allocate and recommend the award of additional sabbaticals.
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. LEAVE WITHOUT PAY

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

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

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

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

D. FAMILY, SICK AND DISABILITY LEAVE

1. For purposes of this contract, "disability leave" and "sick leave" are synonymous. Unit members shall earn one and two-thirds ($1 \frac{2}{3}$) 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 thirty (30) days accrued disability leave each fiscal year for absences resulting from the need of the unit member to provide care for newborn or newly adopted infants, for the adoption of a child, and/or the care of children, spouse, or parent where the nature of the illness or family condition is such the unit member must be available to care for the family member. Upon timely notice to the appropriate administrator, a unit member may be granted approval to use additional disability leave where the family situation requires the unit member's continued presence. Such additional disability leave shall not exceed thirty (30) days.
 - d. The Memorandum of Understanding entitled "Alternatives to Teaching Duties Associated with the Birth or Adoption of a Child" currently in effect at the University of Maine shall continue for the life of this agreement. Prior to the expiration of this agreement, the parties shall receive a report on the effectiveness of this program.

- e. A unit member may use up to five (5) days disability leave in each occurrence of death of a member of the unit member's family in order to attend the funeral and/or to matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the chief administrative officer or his or her designee.
5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may, by submitting a request in writing, require the unit member to furnish verification of the disability or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
 6. If the chief administrative officer 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. Upon commencement of long term disability payment, an employee must re-pay any disability leave paid by the University for any period of time beyond the six (6) month elimination period to when long term disability benefits were approved.
 10. In the event the unit member is placed on leave without pay due to disability, and has applied for long term disability, he or she may make a written request to the appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his / her recommendation to the campus President or designee. The President or designee may receive other

recommendations regarding the request from such individuals determined to be appropriate. The President or designee shall have the sole discretion to accept or reject the request, and his / her decision shall be final and shall not be grievable. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the balance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination. The employee who receives long term disability pay and is able to work part-time shall be allowed to use accrued disability leave to supplement their pay. Accrued disability leave may be applied to the difference between the employee's base pay and what the employee receives through LTD payments and their part-time wages.

E. JURY DUTY

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

F. FISCAL YEAR EMPLOYEE – ANNUAL LEAVE

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

G. FISCAL YEAR EMPLOYEES – HOLIDAYS

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

Independence Day; Labor Day; 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.

H. RETURN FROM LEAVE

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

ARTICLE 20-SALARIES AND OVERLOAD

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

Instructor to Assistant Professor	6.5%
Assistant Professor to Associate Professor	6.5%
Associate Professor to Full Professor	7.5%

- B. 1. Effective January 1, 2010 – June 30, 2011, Rank minima for unit members shall be as follows:

	academic year appointment	fiscal year appointment
Instructor	\$36,808	\$44,168
Assistant Professor	\$44,256	\$53,107
Associate Professor	\$50,462	\$60,555
Professor	\$59,591	\$71,506

- C. 1. Effective January 1, 2010 – June 30, 2011, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	academic year appointment	fiscal year appointment
six (6) years of service	\$1,235	\$1,586
ten (10) years of service	\$2,424	\$3,066
sixteen (16) years of service	\$3,613	\$4,537

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.

- D. Overload compensation rates for courses which commence with the Spring 2010 semester, shall be increased by 1.5%. Such overload compensation rates (see Appendix C) are minimum rates.
- E. Each University shall conduct a study of faculty compensation addressing issues of equity and competitiveness. Each University report shall be submitted to the parties by March 31, 2011. The results of these reviews shall serve to inform the parties in future negotiations.
- F. In order to prevent gender based salary inequities, or other unintended illegal discrimination, a unit member's salary shall be reviewed by the campus EEO/HR office at the time a promotional increase or individual salary increase is recommended. Each campus shall make available information regarding the possibility, if any, and the procedures and criteria by which any extraordinary salary adjustments are made.
- G. Post Tenure Compensation –
1. Any unit member having the rank of Professor with tenure, Associate Professor with tenure, Extension Professor with continuing contract, or Associate Extension Professor with continuing contract, or any Lecturer, Research Faculty, or Instructor with over six (6) years of continuous full-time regular service in the same department,

division, or 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.

Faculty who are on sabbatical or educational leave may elect to stand for review while on leave or may elect to be reviewed upon return from leave. Election to be reviewed upon return from leave does not alter the schedule for future reviews which shall continue to be based on the most recent tenure or promotion date. Election to be reviewed upon return from leave shall not result in any retroactive payment of the salary adjustment.

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. 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.

H. Direct Deposit:

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

ARTICLE 21 - RETIREMENT AND INSURANCES

A.1. 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

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

the covered work during the June 01 – August 31 period shall be the same percentages as the applicable retirement program.

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

B. Unit members participating in the plan as of June 30, 2009 upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

C. 1. The University shall continue to make available to unit members a health insurance plan which is the equivalent to the plan in existence July 1, 2006. 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:

Single coverage	11.25% single rate
Single plus one adult	11.25% single rate & 13.25% dependent rate
Family coverage	11.25% single rate & 13.25% dependent rate

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

January 1, 2010 - December 31, 2010				
Comprehensive	Total Monthly Premium Cost	Monthly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$582.39	\$65.52	\$6,988.68	\$786.24
Single Plus One	\$1,281.27	\$158.12	\$15,375.24	\$1,897.44
Family Coverage	\$1,630.63	\$204.41	\$19,567.56	\$2,452.92

Point of Service	Total Monthly Premium Cost	Monthly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$547.66	\$61.61	\$6,571.92	\$739.32
Single Plus One	\$1,204.82	\$148.69	\$14,457.84	\$1,784.28
Family Coverage	\$1,533.40	\$192.22	\$18,400.80	\$2,306.64

January 1, 2011-December 31, 2011				
Comprehensive	Total Monthly Premium Cost	Monthly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$669.75	\$75.35	\$8,037.00	\$904.20
Single Plus One	\$1,473.46	\$181.84	\$17,681.52	\$2,182.08

Family Coverage	\$1,875.22	\$235.07	\$22,502.64	\$2,820.84
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Point of Service	Total Monthly Premium Cost	Monthly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$629.81	\$70.85	\$7,557.72	\$850.20
Single Plus One	\$1,385.54	\$170.99	\$16,626.48	\$2,051.88
Family Coverage	\$1,763.41	\$221.06	\$21,160.92	\$2,652.72

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

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.

3. Health Insurance Premium Rebate

- a. If during the term of this Agreement, the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2009 through December 31, 2010 exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid no later than September 30, 2011.
- b. During the term of this agreement all state and federal health insurance mandates, including those regarding mental health services, that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under the terms of this Agreement.

4. Prescription Drug Plan

- a. There will be a three (3) tier plan per 30 day supply: \$10.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications.
- b. A mail order option is available through the Healthcare Provider that provides for receiving a 90 day supply of medications for two (2) co-pays beginning April 1, 2006. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the Healthcare Provider.
- c. Maximum out of pocket expenses for prescription co-payments will be \$1,300 for individuals and \$1,950 for families.

5. Wellness Incentive:

Unit members may participate in a wellness incentive program in order to receive a credit toward the employee share of the health insurance premium during the term of this agreement. This program is available to all unit members who are enrolled in the University health plan.

Year 1 – 2010 (beginning as early as possible in the year):

If the employee completes requirements 1 and 2 listed below in the Year 1 Program requirements, the employee will receive a one-time one hundred dollar (\$100) credit towards employee health premium contributions for calendar year 2010. If the employee's spouse/domestic partner who is covered in the UMS group health plan completes requirements 1 and 2 listed below, the employee shall receive an additional one hundred dollar (\$100) credit towards the health insurance premium.

Year 1 Program Requirements:

1. Employee/Spouse or domestic partner will need to obtain key bio-metric data (e.g. BP, BMI, Lipids)
 - o UMS will run “know your #'s” clinics for bio-metrics, OR
 - o Employee/spouse or domestic partner can have tests done by their own Doctor
2. Employee/Spouse or domestic partner voluntarily completes the Anthem BCBS on-line health risk assessment
 - o Must complete entirely
 - o Must indicate a willingness to accept telephonic coaching

Year 2 (2011):

If the employee completes all three of the requirements specified below in Level 1 of the Year 2 Program Requirements, he/she will receive a one-time one hundred dollar (\$100) credit towards employee health premium contributions for calendar year 2011. If the employee's covered spouse or domestic partner also completes all three requirements, the employee shall receive an additional one-time one hundred dollar (\$100) credit towards employee health premiums for calendar year 2011.

In addition, if the employee completes the requirements of Level II below, the employee shall receive an additional one hundred dollar (\$100) credit towards all health premiums for calendar year 2011. If the employee's spouse or domestic partner also completes the requirements of Level II below, the employee shall receive an additional one hundred dollar (\$100) credit towards employee health premiums for calendar year 2011.

Year 2 Program Requirements:

Level I –

1. Employee/Spouse or domestic partner will need to obtain key bio-metric data (e.g. BP, BMI, Lipids)
 - a. UMS will run “know your #'s” clinics for bio-metrics, OR
 - b. Employee/Spouse or domestic partner can have tests done by their own Doctor
2. Employee/Spouse or domestic partner voluntarily completes the Anthem BCBS on-line health risk assessment.
 - o Must complete entirely
 - o Must indicate a willingness to accept telephonic coaching
3. Employee/Spouse or domestic partner voluntarily participates in two (2) wellness activities such as lunch and learns, walking, nutrition, yoga, weight watchers, etc.

Level II –

1. Employee/Spouse or domestic partner voluntarily participates in ten (10) wellness activities such as lunch and learns, walking, nutrition, yoga, weight watchers, etc., OR
 2. If contacted by nurse coaches, the employee/spouse or domestic partner agrees to participate in the nurse/health educator based disease management program for a minimum of six (6) months.
6. Effective January 1, 2010 the dollar limit for benefits for smoking cessation prescriptions will be removed.
 7. University representatives will meet with designated Association representatives to explain the factors underlying any increase in premium amounts.
- 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.a. Effective January 1, 2010, the University shall implement the following contribution rate for unit members in the Federal Civil Service Retirement System who have elected TIAA-CREF participation:

University Share	9.2% of the annual base salary
Unit Member Share	4% of the annual base salary
Total	13.2% of the annual base salary

b. The University and AFUM agree to review the retirement plans at the time of each contract negotiations. If the contribution rates for the CSRS plan, UMS plan or Social Security have changed, the parties shall consider whether the 9.2% contribution rate should be adjusted for continued equity between the plans.

c. Unit members enrolled and participating in the CSRS plan as of January 1, 2010 shall be eligible for a lump sum contribution to the defined contribution plan of 6% of current salary plus \$850.00. These contributions shall be made in two (2) installments, first upon execution of the 2009-2011 contract and second in July 2010.

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 J.

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. Retirement Incentive

1. A Retiree Health Insurance Retirement Incentive (the "Retirement Incentive") is available to eligible employees.

2. Unit members who are age 60 or older and who have 20 or more years of continuous regular service as of the date of retirement, between execution date of this agreement and August 31, 2010, will be eligible for the University Retirement Incentive outlined below.

3. In addition to the requirements listed above, to be eligible for the retirement incentive, a unit member must submit a written notice of intention to retire by April 15, 2010 and must retire by August 31, 2010 for those with academic year appointments and by June 30, 2010 for those with fiscal year appointments.

4. A unit member shall make a one-time, irrevocable election, a minimum of 30 days prior to the date of retirement, to receive the Retirement Incentive or to waive that Retirement Incentive and to receive instead a one-time payment of \$10,000.

a. A unit member who elects the Retirement Incentive may select one (1) of the following three (3) options:
i. Eighteen (18) months of single health coverage at active employee rate, OR
ii. Nine (9) months of 2 person health coverage at active employee rate, OR
iii. Seven (7) months of family coverage at active employee rate.

b. A unit member may elect to waive the Retirement Incentive and instead receive a one-time lump sum payment of \$10,000. The payment may be contributed to a retirement account, or received as taxable income. To contribute voluntarily to a retirement account, the following steps must be taken:

i. Set up an account with a retirement vendor.

- ii. Complete a new University Salary Reduction Agreement.
 - iii. The new Salary Reduction Agreement and election form must be sent to the Campus Human Resources/Benefits Office.
- 5. The university may request that a unit member defer the retirement date for up to one year (no later than August 31, 2011) if the university determines the unit member provides essential services. The extension deadline for fiscal year for unit members is June 30, 2011. A unit member who agrees to defer the date of retirement will retain eligibility for the retirement incentive described above at the time of retirement. The university's decision about whether to request a unit member to defer retirement shall not be grievable.
- I. 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.
- 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 six (6) months.
 5. The partners are financially interdependent (evidence of financial interdependence will be required).
 6. Misrepresentation of information in the affidavit will result in disciplinary action up to termination of employment and an obligation to repay benefits received.
 7. The Unit member will notify the University by completion of a form when a domestic partnership ends.
 8. Eligibility for benefits shall extend to dependent children, as defined by the IRS, of an employee's partner.
- L. Effective January 1, 2007, the University will provide a dental plan. The University will pay 100% of the premium for the full-time regular employee. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.
- 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. The following shall apply when a unit member is required to concurrently enroll in a laboratory course, in connection with another separate course, which is covered by a tuition waiver, the tuition waiver shall be applicable to the laboratory course. The laboratory course shall not be counted as part of either the four (4) or eight (8) hours of total waiver, and shall not constitute an additional course. Modular courses which may be construed to be a single course and are offered sequentially over a single semester will count as a single course not to exceed four (4) credit hours. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the campus;
 5. Minimum enrollment requirements, established by any campus as a necessary condition for offering a course, shall not count these interested participants toward the number of students required to guarantee the offering of such course.
- B. 1. a. The spouse or dependent children of unit members shall be eligible for a waiver of one-half (1/2) tuition, provided that the spouse or dependent child is attending the University of Maine System as a full-time undergraduate student. Dependents of unit members who are part-time undergraduate students shall be eligible for a waiver of one-half (1/2) tuition, provided that the part-time student is matriculated and that there is space available in the course(s).
- b. Eligibility for graduate students for this waiver of one half tuition also requires matriculation in a degree program, that there is space available, and extends only to courses taken as a part of an approved program of study
- c. For Summer Session courses which are self-supporting, students who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings.
- d. In the event of the retirement, retrenchment, or death of a unit member, his or her spouse or dependent children who are enrolled students 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.
- C. Dependents and spouses of employees called to active military duty shall be eligible to participate in the tuition waiver program described above.
- D. The dependents of employees, who retire during the life of this Agreement and who have 20 (twenty) or more years of University service, shall be eligible to participate in the tuition waiver programs as described above.
- E. During the term of this agreement the parties will establish a joint committee to study the tuition waiver program and practices related to charging fees.

ARTICLE 23 - USE OF PERSONAL AUTOMOBILE

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

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 15 directly to step 3.
- H. A unit member who has failed to report pursuant to Section C may not engage in such outside employment pending a resolution of the matter pursuant to Section G.

- I. No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or the designee(s) of those individuals.
- J. The reporting provisions of this section shall not apply to employment performed wholly during a period in which the unit member has no appointment with the University.

ARTICLE 25 - BARGAINING UNIT WORK

- A. Bargaining unit work includes such activities as are described in Articles 10.B and 11.C.1. These responsibilities are fulfilled in major part by unit members.
- B. It is the intention of the parties that bargaining unit work be performed by unit members. However, the responsibilities stated above, as in any other academic institution, are also fulfilled by non-unit members.
- C. A variety of research, specialized advising, public service and teaching that has not been traditionally performed by unit members may be determined to constitute part of regular workload or overload as provided in Article 11.
- D. Undergraduate students shall not assume regular classroom teaching responsibilities.
- E. Where non-unit members have teaching responsibilities, evaluation of teaching performance shall be in accordance with the procedures established in this Agreement.
- F. Overload courses within their department, division or other appropriate unit shall be offered to qualified unit members. The distribution of such courses shall be in an equitable manner.
- G. Unit members shall be informed of summer session and mini-session course opportunities within their department, division or other appropriate unit. Current practice regarding the assignments of these courses within the department, division or other appropriate unit shall be continued.
- H. Departments, division or other appropriate units identified in the report of the Committee on Bargaining Unit Work dated July 24, 1985 which use non-unit members for more than 35% of current teaching contracts shall not increase this proportion except in the case of unusual circumstances with notice to the Association.

ARTICLE 26 - OFFICE SPACE AND EQUIPMENT

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

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, 2011.

- 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 15th day of March 2010.

For the University of Maine System

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

Richard L. Pattenau

Ronald A. Mosley, Jr.

Frank C. Gerry

James McClymer

Tracy Bigney

Eileen Eagan

Gary Johnson

Jane Conroy

Judy Ryan

Ken Elliott

Anne Pooler

Allen Salo

Sheri Stevens

Roger Roy

Steve Weinberger

John Messier

Ross Ferrell



Appendix A
University of Maine System
 Faculty Grievance Form – Step 1

Date: _____

Name: _____

Campus: ___UMA ___UMF ___UMFK ___UMM ___UM ___USM ___UMPI ___CO/SWS

College / Division: _____ Department: _____

Mailing Address: _____

AFUM Grievance Representative: _____

Mailing Address: _____

Provision of Agreement violated: Article(s) & Section(s): _____

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

Redress sought:

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

AFUM Myself or Personal Representative

AFUM grievance representative's signature: _____

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

This grievance was filed with the office of: _____

on: _____ by: (*check one*) Mail Personal Delivery

Date

Signature of Grievant: _____

Date Received: _____ By: _____ Grievance #: _____

Distribution of Step 1 Grievance Form:	<i>Original</i>	<i>1st Copy</i>	<i>2nd Copy</i>
	Administrator	Campus Grievance File	Campus Grievance Person or AFUM (Augusta)



University of Maine System
Faculty Grievance Decision Review Form

Date: _____

To: _____

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

I received the decision on _____ and filed this request for review at Step _____

with the office of _____ on _____

by (check one): Mail Personal Delivery

AFUM grievance representative's signature: _____
(if AFUM is representing the grievant, or, if a Step 4 grievance, an AFUM representative must sign)

Name of Grievant

Signature of Grievant

Date Received: _____	By: _____	Grievance #: _____
----------------------	-----------	--------------------

Distribution	Original	1 st Copy	2 nd Copy
Step 2	Administrator	Campus Grievance File	Campus Grievance Person or AFUM (Augusta)
Step 3	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Person or AFUM (Augusta)
Step 4	Chancellor	Campus Grievance File	AFUM

APPENDIX C

Associated Faculties of the University of Maine System
Overload Compensation Schedule

For courses commencing with the Spring Semester 2010

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	\$1,456	\$2,912	\$4,368	\$5,824	\$696	\$88
Associated Professor	\$1,250	\$2,500	\$3,750	\$5,000	\$604	\$72
Assistant Professor	\$1,074	\$2,148	\$3,222	\$4,296	\$524	\$70
Instructor	\$871	\$1,742	\$2,613	\$3,484	\$437	\$64
Lecturer I*	\$871	\$1,742	\$2,613	\$3,484	\$437	\$64
Lecturer II*	\$1,044	\$2,088	\$3,132	\$4,176	\$523	\$70
Lecturer III*	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	5-10 years previous college teaching or equivalent experience					
*** Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 1.5% increase from 2008 rates to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

Non-Unit Chairpersons Governance Policy

University of Maine Policy on Department Chairpersons

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

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

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

Functions of the Chairperson:

Sitting as the committee of the whole, all full-time departmental members shall determine the academic philosophy of a department and the broad outline of the curriculum needed to implement that

Appendix D

philosophy. The chairperson shall be responsible for the general conduct of departmental affairs, and shall have authority for all decisions concerning such affairs. The chairperson shall be advised by a Policy Advisory Committee organized as determined by the tenured members and in such a manner as to reflect the special characteristics of the department. The Policy Advisory Committee shall be chaired by the chairperson. The Policy Advisory Committee shall be concerned with all matters concerning appointments and non-appointments, promotions and tenure, resource allocation, and all other matters relative to the successful implementation of the department's educational and scholarly objectives. Should the Policy Advisory Committee feel that its advice and judgment are not given adequate hearing by the chairperson, it shall have the right to bring the matter to the attention of the appropriate dean and academic vice president. The department may organize such other committees as it shall deem necessary.

Selection of Department Chairpersons In the College of Engineering and Science

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

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

1. The term of the Chair of a Department shall be three (3) years. An incumbent Chair may be re-nominated by his or her Department; however, a Chair may not serve for more than six (6) consecutive years.
2. The Chair of a Department shall be a faculty member of that Department. In the event that the position of Chair is to be filled from outside the campus, the normal faculty appointment procedures shall be followed prior to the nomination of the Chair. All full-time faculty members of the Department shall be eligible to stand for the position of Chair.

Appendix D

3. In the event that the Chair is appointed from outside the campus, the first three (3) semesters of his or her appointment as Chair shall be considered probationary. Early in the third semester, the President shall request that the Department vote whether or not to extend this appointment to the full term. If the vote is affirmative, and if the President accepts the Department's vote, the incumbent may continue to serve out the full term, and may then stand for a second. If the affirmative vote is not accepted by the President, or if the vote is negative, the Department shall hold a new election, and a new Chair shall be appointed (according to the procedures outlined in this document) at the beginning of the following semester.
4. All full-time faculty members of the Department shall be eligible to vote in the election of a nominee for Chair. These full-time faculty members shall determine if any additional full-time members of the Department shall be eligible to vote. The actual voting procedures shall be left to the discretion of the individual Departments.
5. After the election, the name of the Department's nominee shall be forwarded to the President or his/her designee for appointment.
6. Should there be any question concerning the Department's choice, the President or his/her designee shall meet with the Department faculty to discuss the matter. This meeting shall take place prior to any formal action.
7. Should the President or his/her designee reject the Department's nominee, the Department shall conduct a second election.
8. Should the President or his/her designee reject the Department's nominee following the second election, the President shall appoint a faculty member from the Department to fill the position of Chair on an acting basis for a period of one (1) year.
9. The position of Chair may be filled yearly on an acting basis until the President or his/her designee appoints a Chair nominated by the Department. However, an appointed Acting Chair may not succeed himself or herself unless nominated for a three (3) year term by the faculty of the Department.

Evaluation of Academic Administrators

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

Appendix E

Coaches - University of Maine and University of Southern Maine

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

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

Appendix F

Typology of Relevant Instructional Modalities

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

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

*ITFS - Instructional Television Fixed Service microwave channel

Appointment Salary

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

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

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

Appointment – Reappointment Schedule

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

* - Date / deadline mandated by AFUM / UMS Collective Bargaining Agreement 11/16/06

UNIVERSITY OF MAINE SYSTEM / ASSOCIATED FACULTIES OF THE
UNIVERSITY OF MAINE SYSTEM
INTELLECTUAL PROPERTY

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

It is hereby agreed that:

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

50% to the faculty creator / inventor
50% to the University

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

40% to the faculty creator / inventor
60% to the University

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

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

<u>Frank C. Gerry</u>	<u>8/22/02</u>
University of Maine System	Date

<u>Ronald A. Mosley, Jr.</u>	<u>8/30/02</u>
President, Associated Faculties of the University of Maine System	Date

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

Appendix J
Memorandum of Understanding

The University of Maine and the Associated Faculties of the University of Maine (AFUM), MTA/NEA agree to establish on a trial basis the Partial / Phased Retirement Program (hereinafter the Program or PPRP) which is described below:

A. Eligibility:

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

B. Application and Approval Procedures:

1. Each campus shall develop appropriate application procedures which shall be reviewed by the parties to this Memorandum prior to the implementation of the Partial / Phased Retirement Plan at that campus.
2. A faculty unit member who wishes to participate in the Partial / Phased Retirement Program must submit a written, individual application in accordance with applicable campus procedures.
3. Such applications shall be reviewed by campus staff in accordance with campus administrative procedures. If it is not the Chief Administrative Officer's recommendation that an application be approved, the application will in any event be forwarded to the Chancellor or his designee(s) within CO/SWS for review. If it is the campus Chief Administrative Officer's recommendation that an application should be approved, a proposed agreement for participation, including workload and salary reduction terms, and other details applicable to the individual, shall be prepared in writing and forwarded to the Chancellor or his designee(s) within CO/SWS.
4. Such proposed agreements shall be reviewed by and subject to the approval of the Chancellor or his designee(s).
5. Prior to the final approval or disapproval of such proposed agreements by the Chancellor or designee(s), the University shall provide the Association with a copy of each such agreement in a timely manner so that the Association may have an opportunity to consult with the unit member.
6. A unit member may request modification or withdrawal of his or her application at any time prior to final approval or disapproval of the proposed agreement.
7. The terms of this Memorandum and any decision or action taken hereunder shall not be subject to the grievance procedure described in the collective bargaining agreement between the parties. Unit members whose applications for participation in the Partial / Phased Retirement Program are denied at any level of review may appeal to the Office of the Chancellor for review of the denial and may be represented by the Association in such review. If such review does not resolve the issues, the unit member may appeal to a standing review committee composed of two persons designated by the Association, two persons designated by the University and a fifth person selected by the other four committee members. All members of the committee shall be from the applicant unit member's campus. This committee shall expeditiously review the application and

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other relevant facts and circumstances and shall issue a final determination consistent with the terms of this memorandum.

8. After final approval of a proposed agreement, participation in the Partial / Phased Retirement Program shall be revocable only by mutual consent of the unit member and the University except as described in Section D of this memorandum.

C. Rights and Obligations of Program Participants:

1. The workload and salary reduction for each individual participant shall be specified in the individual's agreement for participation.
2. Employee benefits for participants shall be treated as follows:
 - a. Group term life insurance – Amount of insurance shall be based on the reduced salary. Allocation of premiums shall be unaffected by participation in the PPRP.
 - b. Group health insurance – Eligibility for coverage and allocation of premiums shall be unaffected by participation in the PPRP.
 - c. TIAA-CREF eligibility for participation shall be unaffected by participation in the PPRP. Percentage contributions by the University and unit member shall be unaffected by participation in the PPRP and shall be based on the reduced salary.
 - d. MSRS or Federal Retirement – Participation and contributions shall be maintained and /or modified in accordance with applicable Federal and / or State laws and / or regulations.
 - e. Long-Term Disability Insurance – Eligibility for participation shall be unaffected by participation in the PPRP. Benefit levels shall be based on the reduced salary.
 - f. Employee and Dependent Tuition Waiver – Eligibility and benefits shall be unaffected by participation in the PPRP.
 - g. Disability leave and annual leave – The rate of accruals shall be based on the reduced workload.
 - h. Other paid and unpaid leaves – Eligibility and conditions shall be unaffected by participation in the PPRP. Pay, in the case of paid leaves, shall be based on the reduced salary.
 - i. Tax-sheltered annuities – Eligibility shall be unaffected by participation in the PPRP, subject to applicable IRS criteria.
3. Unit members who on the commencement of their participation in the PPRP, have tenure, continuing contract or an appointment in the rank of Lecturer with at least six years of service shall retain their respective appointment status while participating in the PPRP.
4. Eligibility for any future salary increases which may be granted to members of the faculty unit shall be unaffected by participation in the PPRP.

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5. Calculation of length of service prior to participation in the PPRP for retrenchment purposes shall be unaffected by participation in the PPRP. Additional service credit for retrenchment purposes for each year of participation in the PPRP shall be in proportion to the reduced workload.
6. Unit members who participate in the PPRP may at their option elect to receive their annuity or pension from TIAA-CREF or approved alternative vendors, MSRS or the Federal retirement system, whichever is applicable, subject to the following limitations:
 - a. Unit members who elect to receive their Federal retirement system annuity shall receive salary and annuity amounts subject to applicable laws and / or regulations
 - b. Unit members who elect to receive their MSRS pension shall receive such amounts subject To applicable laws and / or regulations.
7. Unit members who are within three years of the date of full retirement, who are working no more than 50% of full-time, and who have attained the age of 55 may also elect to receive cash distribution from TIAA-CREF or alternative approved vendors in accordance with the procedures and regulations of the Internal Revenue Service and the vendor.

D. Plan Discontinuance:

In the event that the PPRP is discontinued during or at the conclusion of the trial period described herein, unit members who are participants in the plan at the time of discontinuance shall have the following options:

- a. Unit members who did not elect to receive their TIAA-CREF, MSRS or Federal annuity or pension may continue to be employed at a reduced workload and salary in accordance with their approved agreements.
- b. Unit members who elected to receive their TIAA / CREF annuity may continue to be employed at a reduced workload and salary in accordance with their approved agreements, or may return to full-time regular employment without penalty with proportionate adjustment in salary.
- c. Unit members who elected to receive their Federal retirement system annuity may continue to be employed at a reduced salary and workload in accordance with their approved agreements, or may return to full-time regular employment without penalty with proportionate adjustment in salary, subject to applicable laws and / or regulations regarding salary and annuity amounts referenced in Section C.6.a of this memorandum.
- d. Unit members who elected to receive their MSRS pension may continue to be employed at a reduced salary and workload in accordance with their approved agreements, or may return to full-time regular employment without penalty with proportionate adjustment in salary, subject to the pension reimbursement obligations referenced in Section C.6.b of this memorandum.

E. General Provisions:

1. The “normal retirement age” shall remain age 65 for other purposes.

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

F. Term of Memorandum:

This memorandum of understanding shall be in effect from the date of its execution until June 30, 1986 and may be renewed at the option of either party upon written notice to do so served on the other party to this agreement not later than thirty (30) days prior to the expiration of this memorandum on an annual basis not to exceed a total of two (2) years. Continuation of the PPRP after June 30, 1988 shall require the mutual agreement of the University and AFUM. In the event that such agreement does not occur or neither party exercises the option for renewal above, the PPRP shall expire and shall be discontinued, subject to the provisions of Section D hereof regarding individual PPRP participants.

October 9, 1984

Date

12/14/84

Samuel J. D'Amico

University of Maine

Paul Harrison

Associated Faculties of the University of
Maine MTA / NEA

NON-DISCRIMINATION NOTICE

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

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

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

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