

AFUM members have approved the Tentative Agreement. Below you will find all **new and revised language for our Collective Bargaining Agreement**, a list of issues that are that the NT will continue negotiating with UMS, as well as the salary proposal that is included in this TA.

This will be a 3-year Collective Bargaining Agreement, concluding on June 30, 2027

AFUM NT:

Lisa Leduc UMPI (Incoming Lead Negotiator)

Jim McClymer UM (Outgoing Lead Negotiator)

Melissa Clawson UMF

Michael Grillo UM

Lester French UMA

Krishna Kahple UMFK

Vanessa Klein UMCE

Lydia Savage USM

#### 1) SALARY

**3.5% (retro July 1 2024\*) + \$1000 one time (not to base pay)\***

**July 2025 4%**

**July 2026 4%**

Across the board increases apply to change chair compensation, overload rates, rank minimas, etc. as of September 1, 2024.

\* must have been employed June 30, 2024

#### 2) NEW LANGUAGE TO BE ADDED TO CONTRACT

##### a) CHILD CARE

**At universities with on-campus child care, each facility will keep a waitlist. Priority on the waitlist is given to unit members. Nothing in this agreement will be construed to imply that other employees and students do not also receive such priority over members of the public.**

**By July 2025, UMS will create an online resource guide with information relevant to dependent care. The guide will be updated annually and include the following information:**

- **General resources about dependent care (for all universities):** General resources include parental leave policies, overview of options for dependent care, Maine Kids Count, national and state data regarding price and accessibility, links to guides and resources
- **Links to related policies and benefits (for all universities):** (EAP, FSAs, FMLA, children in the workplace)
- **Links to state-based resources (for all universities):** Department of Health and Human Services, ME Department of Education, Licensing, Maine

Roads to Quality, Office of Aging and Disability Services, Maine Council on Aging

- Information specific to each university: (Lactation support room locations, Baby changing stations, and links to campus & local dependent care resources)
- Other relevant information

#### b) ELECTRONIC SURVEILLANCE

Definition: For the purposes of this language, “electronic surveillance systems and monitoring devices” refers to systems or devices that record and/or track video, audio, or location information. Excluded from the language in this section are electronic means that may be utilized for automated access control to include, but shall not be limited to, parking enforcement/issues or employee completion of compliance training,

The parties agree that the use of electronic surveillance systems and/or monitoring devices should be for the purpose of effectively addressing the parties' mutual interest in fostering a safe workplace and educational environment, while respecting and protecting the privacy and academic freedom of unit members. The expressed goals for any surveillance or monitoring should be protecting the campus community from violence and other harm and/or protecting property and assets.

The Parties acknowledge that the University engages in certain sensitive activities that may require proactive surveillance monitoring in certain areas, such as research involving information or materials that must be protected from deemed export or other unauthorized access. The surveillance conducted under this paragraph is carried out pursuant to established policies and procedures and with the knowledge of all impacted employees. If there are concerns related to proactive monitoring as outlined in this paragraph, the University shall meet and discuss the concerns with the Association.

To this end, the University will not use electronic surveillance or monitoring, including information indicating attendance in or at a particular location to proactively seek evidence of policy violations or misconduct for evaluation or disciplinary purposes

Any pursuit or use of evidence through electronic surveillance or monitoring shall be reasonable and conform with at least one of the following:

- Assisting in the investigation of formal and informal complaints where the surveillance data could assist in corroborating or disproving allegations, that UMS is legally required to investigate pursuant to Title IX or other state or federal law, or policy violations that are not trivial.
- Assisting in the investigation of possible criminal activity or misconduct that is not trivial.

Placement Notice. The University shall place clear signage, or provide notice, that an area is under surveillance.

c) COMPLIANCE TRAINING

Faculty members are expected to complete UMS compliance training each year. Compliance training materials shall be made available by August 1 of each year, and faculty may access them throughout the full year. Email reminders will be sent monthly

to individuals who have not completed compliance training, beginning in October of each year.

Each compliance training module shall be provided in multiple, accessible formats and course transcripts shall be made available for download. Regardless of the training delivery format, all faculty members must successfully complete the digital assessment and acknowledgment, achieving a satisfactory score as outlined in the course materials. The assessment and acknowledgment may be provided in an alternate format in order to satisfy an accommodation requirement under the Americans with Disabilities Act.

The total time commitment shall remain less than 8 hours.

3) REVISED LANGUAGE IN CONTRACT

a) ARTICLE 30 - HEALTH AND SAFETY added:

Workplaces will meet appropriate state and federal occupational health and safety standards.

Any health and/or safety committee that exists or is established at any campus shall have a representative appointed to it by the Association.

The System Incident Command leader(s) will offer quarterly meetings to AFUM leadership to support collaborating together to ensure the safety of our campuses.

(also removed smoking policy collaboration)

b) ARTICLE 20 - POST TENURE OR QUADRENNIAL REVIEW

G. 5. .... In the event that the peer recommendation is overturned, the appropriate administrator shall inform the peer committee of the reasons of such action. Faculty under review may provide written response to the evaluations within 5 business days of receipt for inclusion in the file.

G. 5. a. For a period of 3 post-tenure cycles starting with FY25, UMS will allocate

1% of its 3.5% post-tenure discretionary monies for minimizing or correcting salary compression, inversion, and equity. This 1% is to be calculated on an individual basis (e.g., 1% from the maximum 3.5% discretionary monies for that individual faculty member up for post-tenure review). UMS may apply up to the full 3.5% discretionary monies to address compression. UMS shall provide records to AFUM showing that each university, including any regional campus, met this requirement.

c) APPENDIX J - PHASED RETIREMENT

A 2. Faculty unit members are eligible to apply to participate in the Enhanced Partial / Phased Retirement Program if they are at least sixty (60) years of age and have at least twenty continuous years of full-time regular University of Maine service

B 8. 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, five (5) years for enhanced) and shall primarily entail teaching responsibilities where the participant's expertise contributes to the mission of the department, division, or other appropriate unit. Requests to participate in the Enhanced Partial/Phased Retirement Program may be approved at the discretion of Campus Administration. 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.

d) APPENDIX C - PRINCIPAL LECTURER OVERLOAD RATE

Changed "negotiable" in Appendix C table to:

Commencing Fall 2025 Change Principal lecturer overload rate from negotiable to the average of the Assistant Professor and Senior Lecturer Rate, rounded up to the nearest dollar.

e) ARTICLE 11 VOLUNTARY WORKLOAD ADJUSTMENT

H. The University and AFUM recognize the importance of encouraging and supporting faculty service and research along with meeting student needs during the academic year and summer term and agree to a to extend the 4-year pilot until 8/31/2028.

UMS shall provide AFUM a report after the Fall 2026 semester. The report shall include, by University and College, A) the number of faculty applications, B) number approved & number rejected by faculty body, and C) The number of

acceptances & rejections by administration.

On a voluntary basis, with the approval of ~~the department head and/or the Dean~~ unit members in the department, division or appropriate academic unit(s) and the Dean, a faculty member may be allowed to substitute a summer teaching assignment(s) for a fall or spring teaching obligation. Such adjustment will only apply to teaching workload and is not to be used in the event a regularly scheduled class is canceled.

Application from faculty proposing to shift teaching workload will be submitted to the ~~unit member's faculty peer committee in the appropriate department, division or academic unit(s) for recommendation review~~ prior to February 10 for shifting a class out of the following Fall and October 1 for classes shifting out of the following spring. Department, division, or other appropriate academic unit's ~~recommendation response~~ will be provided within 2 weeks to the appropriate academic administrator for review and action.

f) ARTICLE 7 APPOINTMENT, REAPPOINTMENT

Article 7.A.2

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

Add to 7.C.2

Any non-member of the peer committee must be invited by a majority vote of the peer committee to attend the meeting. Such non-members, if invited, are reminded that their only role is to observe or to answer questions from the committee. They are to not attempt to sway the committee.

Article 7.C.5

5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Administrative recommendation letters may not introduce any matters that are currently being handled through a pre-disciplinary process where no outcome has yet been determined. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded.

g) ARTICLE 23. A MILEAGE REIMBURSEMENT

1. Effective through June 30, 2025:

- 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.

- For all miles in excess of 8,000 the unit member shall receive the rate approved by the Internal Revenue Service.

Effective July 1, 2025, reimbursement shall be at the rate of \$.67 per mile or equal to the rate paid by the State of Maine, whichever is higher.

h) ARTICLE 24 OUTSIDE EMPLOYMENT

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.

Responsibilities to the University will take precedence over approved outside employment.

i) ARTICLE 7.4. APPOINTMENT, REAPPOINTMENT SUBMISSION OF MATERIALS

Article 7 – Appointment, Reappointment and Non-Reappointment, and Contract Status C. Procedure Regarding Reappointment and Non-Reappointment

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

a. in extraordinary circumstances (including but not limited to: impactful updates in the candidates' teaching/scholarship/service or disruptive life events)

j) ARTICLE 18 ADMIN LEAVE AND PROGRESSIVE DISCIPLINE

***The principles and procedures of due process, protected in the Cleveland Board of Education vs Loudermill case (and outlined in the 2023 UMS-AFUM MOU), are to be followed in any disciplinary process described herein.***

Add A.4.

4. "Administrative Leave" shall mean a temporary leave, authorized by administration, from job duties without the loss of pay or benefits. Such leave is not considered to be disciplinary and must be authorized by the chief administrative officer. Administrative leave shall be as minimally restrictive on faculty responsibilities as appropriate and practicable.

C. 2.

The chief administrative officer of a campus may immediately ~~suspend~~ place a

unit member on administrative leave where there is evidence that the unit member's presence imminently threatens individuals or the operations of the University. Such ~~suspension~~ administrative leave of a unit member shall be with pay.

The reasons for placing someone on administrative leave shall be provided in writing to the member within 16 hours of leave notification. While on administrative leave, the unit member will receive regular updates about the status and anticipated duration.

Such leave shall have a maximum duration of 3 weeks. During this time the Chief Academic Officer shall meet with the unit member and AFUM to discuss the issue and work to end administrative leave.

The Chief Academic Officer may extend leave for another 4 weeks, providing a written explanation as to why the issue was not resolved and why continued administrative leave is justified. Lack of availability of investigative resources shall not constitute a legitimate reason to extend administrative leave.

If the University determines that it would be appropriate for the unit member to have a fitness-for-duty evaluation while they are on administrative leave, the timelines noted in this section will be paused until a report from that evaluation is received. This does not alter the language in Article 19 Section D.6. Similarly, if information from an outside agency or vendor is materially significant and is pending, the timelines will be paused until it is received.

Unit members shall not be harmed in any way by being placed on administrative leave, including but not limited to reappointment or promotion.

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

D. The University shall follow the principles of progressive discipline when and where appropriate, which include the following:

1. Verbal warning
2. Written warning
3. Suspension with pay
4. Suspension without pay
5. Termination

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

~~E. F.~~ 1. The chief administrative officer of a campus may move to terminate a unit member without advance notice when the unit member's action, behavior, or conduct is so egregious as to warrant immediate dismissal. Termination without



notice shall mean that the termination is immediate and that the unit member's pay ceases with the.....

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

~~G. H.~~ Should the University elect to appeal an arbitrator's reinstatement of a unit member whose employment has been terminated or suspended without pay, the reinstated individual shall be paid ~~his/her~~ their last salary amount, during the period of the appeal commencing within 30 days of the receipt of the award. The reinstated employee shall also be eligible for health insurance in accordance with Article 21.

~~H. I.~~ The University shall, to the extent possible, raise issues informally with unit members first with the intent of resolving as many issues as possible. The University maintains the right to move to Fact-Finding whenever necessary. The administrator making the discipline decision shall participate in the fact-finding. When the University decides, at its discretion, that a formal investigation or fact-finding is required, it may move forward, and this decision is not grievable.

Unless suspension or administrative leave is invoked under Article 16 of this contract, under no circumstances shall a member be barred from campus or prevented from doing their work or meeting their classes except as provided for in ~~D. F.~~

The President (not a designee) may remove a member from teaching when there is credible evidence in the charge(s) that students, staff or other faculty are at risk if the member continues to teach. The President (not a designee) shall list the charges and evidence as well as include a rationale as to why the charges/evidence reach the level of removing a faculty member from teaching. The President (not a designee) shall meet with the member and AFUM representative within 8 calendar days for an informal discussion. The member may choose not to attend without prejudice. Failure of the University to offer the meeting shall end the removal from teaching.

Under no circumstances, except suspension or administrative leave under Article 16, shall a member be barred from participating in peer committee or other professional responsibilities.

k) ARTICLE 7 PRIOR CREDIT FOR PRINCIPAL LECTURERS

new section A(6)

7 A 6 Either the administration or the faculty in the relevant Department, Division or other Appropriate unit may request consideration of providing credit, up to a maximum of three (3) years towards tenure or continuing contract or, for lecturers, up to a maximum of three (3) years towards just-cause status and promotion. UMS shall seek the advice of the faculty in the relevant Department, Division or other appropriate unit.



#### 4) CONTINUING IN NEGOTIATIONS

##### a) RETIREMENT HRA INDEXING AND INSURANCE ACCESS

Parties shall commence negotiations regarding retiree benefits by December 20, 2024. If agreement is not reached, the parties may use all statutory and contractual provisions. The Parties may bring forward issues previously raised in negotiations.

##### b) ARTICLE 13 - CHAIR COMPENSATION

Responsibilities of Department, Division or Other Appropriate Units and Chairpersons shall be subject to ongoing negotiations in good faith, which shall continue at least until July 1, 2025, unless the Parties reach a resolution sooner. Negotiations shall include in-unit chairs, directors and coordinators and any like faculty administrative role. If no resolution is reached by that date, but the Parties believe they are making progress, they may mutually agree to extend negotiations for an additional 60 days. If at that time the issue is not resolved, either or both parties may exercise all of their rights pursuant to the statutory process outlined in 26 MRSA § 1026. Nothing prohibits AFUM from filing grievances related to this issue.

##### c) Paid Family Leave Tax

No fee assessed if UMS secures funding/waiver. If UMS does not secure funding/waiver, it shall not assess fees prior to 7/1/2025. The parties agree to negotiate prior to any fee assessment.