

Agreement

between

University of Maine System



and

The Maine Part-Time Faculty Association

American Federation of Teachers Local #4593

AFT-Maine, AFL-CIO



September 1, 2011 – August 31, 2013

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This Agreement can also be found at the University's web site:

<http://www.maine.edu/pdf/patfacba.pdf>

Article 1 - Recognition

- A. The Board of Trustees of the University of Maine System (hereinafter "the Board") recognizes the Maine Part-time Faculty Association, American Federation of Teachers Local #4593, AFT-Maine, AFL-CIO (hereinafter "the Union") as the sole and exclusive bargaining agent for all employees in the part-time faculty bargaining unit as described in the Agreement On Appropriate Bargaining Unit, dated October 9, 1986 which states:

The Part-time faculty unit shall include:

All part-time faculty members of the University of Maine System who teach credit courses or credit equivalent developmental or basic courses and who have been so employed for at least two semesters of the four immediately preceding semesters (fall or spring) and who are so employed in the current semester.

The following persons are excluded totally from the unit:

All faculty of the School of Law; all full-time regular employees of the University of Maine System; all part-time regular employees whose primary function is not teaching; all persons excluded from the definition of University employee pursuant to Section 1022 (11) A, B and C of the UMLRA.

The following persons are excluded to the extent they are employed in the University as described below:

Unsalaries faculty; aides; persons teaching non-credit courses or programs; summer session faculty; all persons who are engaged in the supervision of student teaching or other clinical practice who are employed by the institution in which the supervision is given; all persons whose primary relationship with the University is a student relationship and who are teaching within the discipline in which they are students.

- B. Individuals otherwise qualifying for unit status who, during the term of this Agreement, serve as Trustees of the University of Maine System or are Constitutional Officers of the State of Maine shall be on special leave status during their term of office. This special leave status shall not affect an individual's placement on a service list or constitute a break in service.

Article 2 – Definitions

Appropriate University Administrator - The term "appropriate administrator" shall be used in this Agreement to refer to any individual serving in a management/supervisory position, who has administrative responsibility with respect to part-time faculty. Such definition shall include those individual's authorized designees.

Credit Hour - The term "credit hour" shall be used in this Agreement to refer to the standard established for the unit determination including non-credit equivalencies.

Article 3 - Academic Freedom

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

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

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

Unless specifically authorized, unit members may not act or speak on behalf of the University.

Article 4 - Meet and Confer

- A. Upon written request of either party, the Chancellor and/or designees shall meet with a committee designated by the Union to discuss matters necessary to the implementation of this Agreement.
- B. Any request shall state the specific matters to be discussed and shall be directed to the Office of the Director of Labor Relations or to the President of the Union as appropriate.
- C. Whether the matters to be discussed are System-wide or related to a particular campus, arrangements shall be made by the parties referred to in the above section to schedule the meeting as promptly as possible.
- D. Such meetings shall not be used for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.
- E. Matters of common concern other than those specified in paragraph A may be placed on the list by mutual agreement of the parties.

Article 5 - University Rights

Except as otherwise specifically provided in this Agreement, all rights, powers or authority possessed by the University prior to the execution of this Agreement including the determination and administration of policy and the control, supervision and direction of all employees are retained by, reserved to and vested exclusively in the University.

Article 6 - Union Rights

- A.
 - 1. Duly designated staff representatives of the Union shall be permitted on University premises at reasonable hours for the purpose of conducting official Union business. The Union agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
 - 2. One designated grievance chairperson per campus and, during the period of negotiations, seven (7) designated negotiating team members shall henceforth be granted priority, when necessary, insofar as possible within the campus scheduling procedures, in the selection of times for their assigned teaching schedules and/or other professional responsibilities in order to facilitate the implementation of this Agreement. These Union representatives shall have the responsibility to meet all classes, office hours and other duties and responsibilities.
 - 3. The Union shall inform the University of the names of the individual unit members who are to receive priority scheduling far enough in advance so that the scheduling of any semester's classes is not interfered with or otherwise disrupted.
 - 4. The University shall provide fifteen (15) credit hours of payment per academic year at the Lecturer III rate for designated unit members(s) to act as Union representative(s) for the purposes of grievance handling, negotiations, and contract administration. The Union shall notify the System labor relations office prior to the commencement of each fall and spring semester of the name(s) and

campus of the unit member(s) who shall receive payment. A unit member serving as a Union representative whose income from the University in any semester is solely a result of this provision, and unrelated non-bargaining unit pay, shall not lose unit status in that semester. The University shall treat Union representatives in accordance with the terms of the collective bargaining agreement as if employed by the University. The University shall compensate unit member(s) serving as Union representatives on the same schedule it pays a unit member with a course assignment. Payment shall be calculated at the Lecturer III rate for the yearly total of fifteen (15) credit hours and shall also include any fringe benefit costs generated by the benefit election of the Union representative(s). If sufficient funds are not available to fully implement this provision, the University will implement it to the extent that funding allows.

- B. 1. The Union shall be allowed reasonable use of the intra-campus and electronic mail systems. Such use shall comply with all Federal and state laws and regulations and with System and University policies including those related to electronic communication, information technology use and non-solicitation.
2. The University shall allow at no cost to the Union the listing of a campus or other designated phone number for the Union in each campus directory and include such information in online publications.
3. The Union shall have access for purposes of Union business to campus meeting rooms through the normal reservation process at each campus. The Union shall pay only the amount required of other campus organizations for this privilege.
4. The Union shall have access to the use of available campus office equipment at reasonable times. The Union agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
5. The Union shall receive at no cost two (2) campus parking passes, where utilized, to assure ease of compliance with campus traffic regulations while representatives of the Union are on official business.
6. The University shall provide the Union with a data file of all unit members engaged in bargaining unit employment each semester. The file shall contain the following information:
- a. initial date of appointment;
 - b. type of appointment;
 - c. highest degree;
 - d. rank and date obtained;
 - e. rate of pay;
 - f. campus, college and department and site;
 - g. address, including email address;
 - h. phone number, if provided by unit member;
 - i. per credit hour rate of pay or salary, if accessible through the payroll system;
 - j. gender
 - k. service units
7. Unless otherwise stated in this article, the Union shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.
8. The University shall supply the Union President or that person's designee with all public agendas, minutes and reports of the Board of Trustees at the time they are made available.

9. The Union may request a lockable office for the Union's use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Union if available. The University of Maine at Augusta agrees to provide, on a space available basis, an office for PATFA use on the Bangor campus. PATFA shall be responsible for providing all equipment and paying all costs associated with operation of this office.

Article 7 - Union Membership

- A. Unit members shall 1) within thirty (30) days of qualifying for status in the bargaining unit or 2) within thirty (30) days of the ratification of this Agreement if currently qualified for unit status elect one of the following alternatives: a) membership in the Union; b) payment of a representation fee; c) payment to an education fund.
- B. Unit members who are members of the Union as of the date of ratification of this Agreement or who, thereafter, during its term, become members of the Union, shall maintain their membership in the Union for the term of this Agreement. Any unit member may resign from membership during the period May 1 to May 31 during the final year of this Agreement.
- C. Unit members who elect the representation fee, shall during the term of this Agreement be assessed per pay period an amount to cover the costs associated with the negotiation and continued administration of the Agreement and the legal requirement that the Union represent all bargaining unit members.
- D. The University agrees, in accord with the language of this Article, to work with the Union to establish a process for dues deduction/representation fee payment for those unit members who individually request in writing that such deductions be made. The Union shall furnish to the University prior to the start of the academic year the dues and representation fee amounts. For unit members who elect to pay to an education fund, that fee shall be equal to the annual dues paid by union members.
- E. The University shall not be responsible for making any deduction for dues or fees if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect the dues or fees for that pay period directly from the unit member.
- F. The University's responsibility for deducting the above dues or fees from a unit member's salary shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit, or 3) resignation from membership or withdrawal of authorization from the individual unit member.
- G. The University shall deduct the authorized amount as certified by the Union in accordance with paragraph D. Failure to meet the obligation set forth in paragraph A shall not result in the termination of a unit member. The responsibility for enforcing the obligation in paragraph A rests with the Union.
- H. The Union shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorneys' fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The representation fee shall be one which in the event of legal challenge can be substantiated by the Union. The Union assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Union.
- I. The Union and the University shall agree upon appropriate forms to authorize payment of dues and the representation fee.

- J. Employees eligible for bargaining unit status upon fulfillment of the service requirements specified in Appendix E may voluntarily elect membership in the Union and utilize payroll deductions for the payment of dues prior to achieving bargaining unit status.
- K. The University shall inform all unit members in writing of their obligation to make an election as specified in paragraph A above. An enrollment form and the letter of obligation shall be sent by the University to unit members who have not authorized deductions of dues or representation fees in October and February in each year of this Agreement. Forms and return envelopes shall be supplied to the University by the Union.

Article 8 - Personnel File

- A. Upon initial appointment to a part-time faculty position at a campus of the University, the appropriate administrator shall establish an official personnel file for that individual. Each campus shall designate the location(s) of each unit member's official personnel file(s) on that campus. The campus shall inform the unit member of the locations of the official personnel files. The campus shall inform affected unit members of any change in location of personnel files.
- B.
 - 1. The personnel file shall contain:
 - a. An updated individual curriculum vitae. It is the responsibility of the part-time faculty member to supply and keep the curriculum vitae current and correct.
 - b. All written evaluation(s) of the faculty member's performance.
 - c. Information and documents pertinent to personnel matters, including Availability Forms and notices of official teaching assignments.
 - d. Letters, statements, forms and other documents required by the Agreement.
 - 2. The personnel file shall not contain anonymous or unattributed materials.
 - 3. The University shall make an initial determination as to the appropriateness of materials to be placed in the personnel file subject to challenge through the grievance procedure.
- C. All materials placed in the personnel file shall be dated when received by the appropriate administrator. Written reprimands or other formal disciplinary actions shall be removed from the personnel file after four (4) semesters of teaching provided that the part-time faculty member has received no additional written reprimands or other formal disciplinary actions.
- D. Upon written request of an individual, the appropriate administrator or designee shall provide at cost of duplication one (1) copy of requested personnel file material to that individual.
- E. Upon written request to the appropriate administrator and receipt of that office of notification of date and time, the individual shall have the right to examine his/her personnel file and to have attached a statement in response to the material placed in the personnel file at the time of his/her examination of the personnel file or within seven (7) calendar days thereafter.
- F. Upon the request of a unit member, the contents of a personnel file shall be duplicated and transmitted to an administrator at a campus designated by the unit member.
- G. The personnel file shall be kept under conditions that insure its integrity and safekeeping and shall be available to authorized committees and individuals responsible for the review and recommendation of part-time faculty with respect to any personnel actions.

- H. The Union or duly designated representative shall have access to an individual's personnel file provided written authorization has been granted by the individual to the custodian of the files. The Union or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the individual.
- I. The Union agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Union, or duly designated representative, of information contained in the personnel file.
- J. Unit members shall be sent a copy of all material placed in the file by the University at the same time it is placed in the file. Beginning September 1, 1996, any material or correspondence addressed to a unit member which is to be placed in the file shall be marked cc: Personnel File. Any material or correspondence not addressed to a unit member which is to be placed in the file shall be sent to the unit member with a notation that such material has been placed in the personnel file. These provisions shall not apply to routine forms, such as Personnel Action Forms, Tuition Waiver Requests, etc.
- K. In a specific personnel action, no use may be made of any material, except as otherwise provided in this Agreement, which has not been properly and timely placed in the personnel file. Recommendations by reviewing individuals or bodies shall be placed in the file as soon as a decision has been rendered.

Article 9 - Evaluations

- A. Unit members may be evaluated to maintain and promote academic standards and to assess qualifications and competency. Evaluations will be conducted at each campus for which a unit member teaches. Evaluations will normally be conducted in the fourth semester a unit member teaches at a campus and every fourth subsequent semester of teaching at that campus. The evaluation of part-time faculty as described below will be based on the academic judgment of full-time faculty peers and other appropriate administrators.
- B. Evaluations may consist of input from students, faculty and/or appropriate administrators.
- C. Unit members shall conduct student evaluations in each class taught using the approved form which may be a paper or electronic form. Student evaluations shall be part of a unit member's personnel file as follows:
 - 1. Student evaluation forms and/or summaries shall be placed in the personnel file.
 - 2. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form shall normally be included in the personnel file when the student has self-identified and, by mutual consent, may be included even if not self-identified.
 - 3. Individuals who review the results of student evaluations are cautioned not to place undue emphasis on any single measure of performance and to be sensitive to the limitations of the statistical analysis of ordinal data.
- D. Evaluations will ordinarily consider these areas:
 - 1. Instruction
 - 2. Course and curricular development
 - 3. Other areas, where appropriate, may include: creative works in discipline; departmental, college, campus and University assignments and service; professional activities; public service in

discipline; publications and papers; research; scholarly writing; student advising.

E. When faculty and department or division chairs or other appropriate academic administrators conduct evaluations, the evaluations shall be reasonable, in writing and in conformity with departmental standards and criteria. Each academic department or other appropriate unit will utilize approved evaluation criteria and procedures applicable to part-time faculty which recognize the unit member's overall performance of his/her assigned academic responsibilities. The University will notify the unit member about evaluation criteria and procedures at the time of appointment. The evaluation will include a review of the students' course evaluations, and consideration of any other additional information and materials pertaining to the unit member's assignments for the applicable semester(s).

F. The evaluation shall result in an overall finding of "satisfactory" performance or "not satisfactory" performance. For the purpose of this Agreement, "satisfactory" performance shall be defined to mean the part-time unit member has successfully met or exceeded all departmental requirements and expectations as outlined in the academic department's/unit's evaluation criteria and has no pattern of adverse materials in his/her personnel file within the preceding four (4) semesters of employment. If no evaluation within the prior four (4) semesters is in the personnel file and there is no pattern of adverse material in the personnel file within the preceding four (4) semesters of employment, the unit member's evaluation during the designated period under review shall be deemed to be satisfactory.

G. A copy of the evaluation shall be provided to the unit member at his/her home address or by email. The unit member shall have two (2) weeks to supply written comments which, if provided, will be attached to the evaluation and placed in the personnel file.

1. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.
2. Except in the case of student evaluations, all written evaluations shall include specific suggestions for improvement when appropriate.
3. Upon request of the unit member, the appropriate administrator shall within thirty (30) days meet with the unit member to jointly review the unit member's evaluation.

H. Except in the case of student evaluations, unit members shall be informed of the presence of any evaluators attending a class session.

I. Unit members who desire to apply for promotion in rank shall consult with the appropriate administrator in order to assure that written evaluations occur and are placed in the unit member's personnel file.

Article 10 - Availability Form

- A. The Availability Form, as shown in Appendix A, will be made available as an online form at each campus along with information explaining the use of this form and directions about the appropriate administrator(s) and office(s) to which the unit member or new part-time faculty member shall submit the form.
- B. It is the responsibility of the part-time faculty member to complete and maintain an accurate availability form for each department in which the part-time faculty member wishes to teach and to return the completed form to the appropriate administrator designated by the campus.

- C. The Availability Form(s) shall be retained by the appropriate administrator and in the personnel file.

Article 11 - Service

- A. Unit members shall earn a service unit at a campus upon satisfactory completion of bargaining unit employment in each fall or spring semester, unless there is evidence of unsatisfactory performance.
- B. Unit members shall be placed on the appropriate campus service list based on the number of service units as follows:

- List 1 - Fewer than 6 service units

- List 2 - 6 to 12 service units

- List 3 - 13 or more service units

Unit members on a service list shall be considered equal for assignment purposes.

- C. The campuses shall establish their service lists no later than May 31 of each year. The campuses shall apply such service lists to the following calendar year.
- D.
 - 1. Available teaching assignments shall first be offered to unit members commencing with List 3, on the basis of qualifications, stated availability and preference. List 3 members so requesting shall be offered two (2) courses prior to proceeding to List 2 and then List 1. If third course opportunities are made available, they will be offered in accordance with the procedure in this section.
 - 2. The determination of qualifications shall be an academic judgment of the University administrator. However, unit members who have previously taught a specific course at least once within the last three (3) prior semesters shall be deemed to be qualified to teach that course unless contradicted by material in the unit member's personnel file.
 - 3. Without providing any guarantee of an assignment of one or more courses by the University, unit members with established employment patterns or who have developed a course offering at the request of an academic administrator with the understanding the unit member would teach the course shall not be arbitrarily or capriciously denied assignment of one or more of those courses for which they are qualified, have indicated they are available for and have preference to teach.
 - 4. In addition to the normal non-unit assignment of courses that may occur consistent with this article, the University may offer assignments to individuals without following the procedures above. Such assignments shall be limited to individuals with exceptional expertise or abilities or in extra-ordinary circumstances. The University agrees to notify the Union at the time such assignments are made and to meet with the Union upon request with regard to any such assignments. All efforts will be made not to displace unit members as a result of such exceptional assignments. Individuals appointed pursuant to this section shall become unit members upon completion of qualifying service as specified in Appendix E.
- E.
 - 1. Unit members shall notify the appropriate administrator on the campus where they wish to teach in writing on a form developed for that purpose of their availability, in accordance with the provisions of Article 10.
 - 2. Assignments shall be made to a unit member only within that person's stated availability; however if no assignments are available at those times or can reasonably be made available, the University is not obligated to offer an assignment.
- F. Unit members who do not teach for a campus for six consecutive fall and spring semesters due to

unavailability or lack of assignment shall be terminated from employment at that campus and shall no longer be considered unit members. In the case of off campus centers, the six semesters shall be based upon University service. If an individual is re-employed after being terminated, that person has the status of a new employee for the purpose being placed on a service list.

- G. Placement on a list shall not establish the right of a unit member to full-time employment, part-time employment on a proportionate pay basis or any continuing employment at the University, except as otherwise provided for in this Agreement.
- H. The University shall provide the Union with the campus service lists annually upon their preparation.
- I. Unit members who are on a service list at one campus and desire to be placed on the equivalent list at another campus shall teach two (2) semesters at the campus before such prior service units are recognized.
- J. Unit members who hold multiple campus service units shall not be penalized under this provision, but shall retain any documented confirmed prior service units at both campuses. Two (2) service units must have been earned at each campus in the past four (4) semesters to qualify under this provision.
- K. A unit member who receives an appointment to a University position outside the bargaining unit shall maintain service units for four (4) years following the date of the appointment. The unit member shall neither gain nor lose service units during the period of appointment outside the bargaining unit.
- L. In the event a unit member submits a letter of resignation, that individual extinguishes all rights under the terms of this Agreement including earned service credits and severs the employment relationship.
- M.
 1. Provided there are courses available within a unit member's area of expertise, members of the bargaining unit who have earned 16 service units or more and who have taught at least two courses in each of the last six semesters are eligible for an offer of an academic year appointment. Such appointments shall be consistent with Article 11, Section D.3.
 2. Members who decline the appointment shall retain all other rights they may enjoy under the terms of this Agreement.
 3. In accepting such academic year appointment, the unit member agrees to teach the assigned courses at the times established by the University, notwithstanding any previously expressed periods of preference or availability. Academic year appointments may include the assignment of alternate academic work duties other than teaching at the sole discretion of the University.
 4. The academic year appointment shall specify the compensation to be paid to the unit member for the duration of the appointment. Compensation may be based upon a credit hour rate or academic year salary at the sole discretion of the University.
 5. Unit members being paid on a credit hour basis may elect to have such pay distributed on a 12 (twelve) month basis.
 6. In the event a course assigned to a person holding an academic year appointment is cancelled, that individual shall be reassigned to another course if one is available, even if such reassignment results in the displacement of another non-academic year faculty member. In the event there are no courses available within the academic year unit member's expertise, then a cancellation fee in accordance with Article 12 – Assignments will be paid and the unit member's compensation shall be adjusted accordingly.
 7. Unit members holding part-time academic year appointments shall be considered for similar

appointment in the following academic year provided that there are courses available which the unit member is qualified to teach.

8. Unit members who are granted a part-time academic year appointment shall have no right or expectation of a subsequent academic year appointment.

Article 12 - Assignments

- A. Assignments shall be made by the appropriate University administrator. Such assignment shall be for a specific course or other duties.
- B. An official assignment occurs only upon receipt of written notification from the University.
- C. Unit members shall receive information regarding their proposed teaching assignment for the next semester at least sixty (60) days prior to the start of that semester when possible and shall receive the official assignment at least thirty (30) days prior to the start of that semester when possible.
- D. Changes in official assignments may be made in the event of unusual or unforeseen circumstances or by mutual agreement of the unit member and the appropriate administrator.
- E. Courses may be retracted at any time by the appropriate administrator, or may not be offered to a unit member due to lack of work or enrollment or budgetary or programmatic considerations.
- F. Unit members shall receive a cancellation payment when an official assignment is retracted within one (1) month prior to the first class meeting. Such payment shall be five percent (5%) of the amount which was to be paid for the course.
- G. Unit members shall receive a cancellation payment when an official assignment is retracted after the first class meeting in the amount of five percent (5%) plus a proportional basis for any actual classes met.
- H. In the event the retracted official assignment was a course determined by the appropriate administrator to have required significant academic preparation or to be a course not previously taught by the unit member, cancellation payments specified above shall be ten percent (10%).
- I. Assignment of unanticipated courses which require the services of unit members shall be made as soon as possible after the appropriate administrator renders that determination.
- J. When course assignments to part-time faculty are known prior to publication of a course offerings schedule, the name(s) of the unit member(s) will be published in that schedule.
- K. The names, including titles, of unit members on Lists 2 and 3 will be included in the appropriate campus catalogues or online publications.

Article 13 - Assignment of Responsibilities

- A. A unit member is expected to perform teaching duties in accord with the requirements of the University and of the particular school or college to which the unit member is assigned.
- B. Responsibilities of a unit member shall include instruction and reasonable instructional-related responsibilities as assigned by the appropriate administrator. Unit members will be available to students for consultation and assistance as may be practicable considering space limitations. Where possible the University shall make reasonable efforts to assist unit members in obtaining appropriate facilities for performing instructional-related responsibilities.
- C. Unit members shall file with the appropriate administrator, in a reasonable and timely manner as directed

by the University, an accurate and complete grade list for all students registered in the course(s).

- D. Unit members shall provide the University in a timely manner with full information necessary for payroll deductions, tax obligations and employment eligibility verification.
- E. Unit members shall submit to the department chair or department designee two (2) copies of written course syllabi for each course taught at least one day prior to the first scheduled day of classes. When conducted, two (2) copies of the written final exam for each course taught shall be submitted prior to the exam. A summary of the course content and the basis for grading shall be included in the course syllabus. Exceptions to the above may be granted by the appropriate administrator.
- F. Unit members are expected to be available to perform contracted academic obligations at the University during the period of employment.
- G. In the event that there is no faculty office space provided and/or no other appropriate university space is available, the expectation that unit members hold office hours may not apply. However, the obligation to be available to students for consultation and assistance remains a required faculty duty.

Article 14 - Workload

- A. Unit members shall be offered courses determined to be available by the appropriate administrator in accordance with the terms of this Agreement.
- B. Unit members who have expressed their availability shall be informed of available summer session and mini-session course offerings in their department or division.
- C. Unit members may request to participate in university, college, department or division meetings, committees, councils and functions as provided in applicable governance procedures or documents. When such participation is permitted, the appropriate administrator shall accommodate requests which do not interfere with the unit member's assigned obligations.
- D. Unit members may accept assignments at more than one campus or in more than one department or division at a campus. Where such assignments are accepted, it is the obligation of the unit member to notify the hiring administrators. A unit member who does not provide such notice may be removed from the service list.
- E. Without specific written authorization from the administrators of the employing units, no unit member shall accept the assignment of more than three (3) courses in a semester irrespective of the number of campuses or departments or divisions offering assignments. Violation of this provision may result in termination and removal from the service list.
- F. Unit members shall not be required to accept the assignment of more than one (1) course in a semester. Refusal of assignment under this provision shall not result in any change of service status for the unit member.

Article 15 - Excused Absence

- A. A unit member shall upon request be excused without loss of pay from classroom responsibilities for up to four (4) consecutive days following the death of a member of the unit member's immediate family in order to attend the funeral and/or matters related to the death.
- B. A unit member shall upon request be excused without loss of pay from classroom responsibilities if summoned as a member of a jury panel or subpoenaed as a witness in a case not involving the unit member's personal litigation when such civic obligation conflicts with assigned responsibility. A unit

member shall not be excused under this provision when appearing as an expert witness and receiving compensation for such appearance.

- C. A leave without pay may be granted for a period of up to one year so that a unit member may accept a state or federal elective or appointed position. The leave may be extended for up to three (3) successive one (1) year periods, for a total leave not to exceed four (4) years. Service units earned prior to such leave shall be retained.
- D. Proper and timely notice of the unit member's absence for these purposes shall be provided to the appropriate administrator.

Article 16 - Academic Rank

- A. At the time of an official appointment, a unit member shall be assigned a designated rank. This designation shall be confirmed annually or by the semester as determined by the appropriate administrator.
- B. Unit members shall be assigned the title of Lecturer (part-time) I, II, or III in accordance with Article 19.B. A unit member requesting a change in rank as Lecturer shall make a written application documenting the unit member's college teaching or equivalent experience.
- C. Rank for part-time faculty in the titles of Instructor, Assistant Professor, Associate Professor and Professor may be recommended by the department or division in accordance with applicable departmental or divisional standards and the unit member's qualifications and experience.
- D. Unit members desiring a change in rank from Lecturer to Instructor, Assistant Professor, Associate Professor, or Professor shall make written application to the department or division. All applications shall be accompanied by supporting documentation.
- E. Recommendations by the department or division or their appropriate designated committee, including the application and supporting documents, shall be forwarded to the next level of academic review at the campus in accordance with the governance structure.
- F. In the event all recommendations support the request for promotion it shall be the chief academic officer's decision whether or not to promote. The chief academic officer shall also consider any appeals regarding the review of negative recommendations which are raised by a unit member. The decisions rendered by the chief academic officer shall not be subject to the grievance procedure until the unit member receives formal notification of the decision by the chief academic officer. The grievance if any, shall be filed with the first level administrator or with the administrator who rendered the first negative recommendation.
- G. Completed applications submitted prior to September 15, shall be acted upon so that affirmative recommendations and decisions may be implemented in the following semester. February 1 shall be the application date in the spring semester with notice of decision to be issued no later than May 30.
- H. A unit member hired in a part-time regular category who has previously attained status as Lecturer II or Lecturer III as a part-time temporary faculty member shall not have his/her rate of pay reduced for courses paid on a credit hour basis by the department.

Article 17 - Grievance Procedure

The Union 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 Union which cannot be settled informally, a grievance procedure is described herein.

A. Definitions:

1. A "grievance" shall mean a filed allegation arising during the term of this Agreement between the University and a unit member, or a group of unit members, or the Union with respect to the interpretation or application of a specific term of this Agreement, subject to the procedure described below.
2. A "grievant" is the unit member, group of unit members or Union making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and official recognized University holidays.

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 twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the administrator whose action or decision is being contested the written signed grievance form (Appendix B). The Administrator shall respond in writing within twenty (20) days of receipt of the grievance.

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

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

Step 4: a) In the event a grievance is not satisfactorily resolved in Step 3 of the grievance procedure and

the Union wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 3 answer or the date such answer is due, if no answer is provided. The parties shall meet within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator within five (5) days of the initial meeting, or if the ten day period lapses without a meeting being scheduled, the grievance may be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.

b) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.

c) The arbitrator shall have no authority to substitute his or her judgment for the academic judgment exercised by the chief administrative officer or designee(s) or the Board of Trustees or their designee(s). If an arbitrator determines that academic judgment has been exercised in an arbitrary or capricious manner, the arbitrator may remand the decision being grieved for reconsideration. This remand may include a recommendation from the arbitrator.

d) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Union and any and all affected members.

e) An arbitrator may award lost University compensation where appropriate to remedy a violation of the Agreement, but the arbitrator may not award other monetary damages or penalties.

D. Rights and Responsibilities of the Grievant, University and Union:

1. No reprisals shall be taken by either the grievant, Union or the University against any participant in the grievance procedure by reason of such participation.

2. A unit member may be represented at any level of the grievance procedure by a Union member, or professional staff or counsel of the Union or its affiliates.

3. When a unit member is not represented by the Union, the Union shall have the right and reasonable opportunity to be present at all stages of the formal procedure and to state its views.

4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.

5. The forms which must be used for filing a grievance shall be prepared by the University and supplied to unit members and the Union.

6. In all grievances at Steps 2 and 3, the grievance designees for the Union and the University, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Union representatives involved.

7. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.

8. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Union, as appropriate, may file at the next step in the procedure.

9. The costs of arbitration (arbitrator's fees and expenses and charges by the AAA) will be borne equally by the University and the Union.
10. The University shall promptly forward to the Union a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Union, or unit member(s) who are represented by the Union or its representatives.
11. No complaint informally resolved or grievance resolved at Steps 1 or 2 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Union.
12. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of the grievance may be extended only by agreement between the Chancellor or designee and the Union. Any mutual agreement shall be confirmed in writing as soon as practicable.
13. Act or omissions which occurred prior to the execution of this Agreement shall not constitute evidence of a violation of any term of this Agreement.
14. Grievances will be scheduled for arbitration in the order in which the University receives from the Union notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

E. Duplicate Proceeding:

A grievance alleging a violation of the non-discrimination article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his or her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal or state law or regulation. Notwithstanding the preceding sentence, if the processing of a grievance is not completed within one hundred fifty (150) days of the date of the alleged violation, the restriction provided in the preceding sentence shall not be applicable where a complaint is filed thereafter with the Maine Human Rights Commission or their successor agencies with respect to the same claim.

Article 18 - Discipline and Discharge

- A. The University shall follow the principles of progressive discipline when and where appropriate. Disciplinary action includes only the following:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension with pay
 4. Suspension without pay
 5. Termination
- B. The University may suspend or terminate a unit member for just cause including, but not limited to:
 1. Clear and present danger to the safety of persons or property, or

2. Incompetence.
 3. The Chief Administrative Officer or designee may immediately suspend a unit member with pay when there is evidence that the unit member's presence imminently threatens individuals or the operations of the University.
- C. Should the University decide to hold a disciplinary hearing prior to determining whether or not to terminate or suspend a unit member without pay, it shall provide the unit member with written notice of such hearing. At hearing, the University shall provide the unit member with an explanation of any adverse evidence and allow an opportunity for the unit member to respond. The University shall notify the unit member in advance of his/her right to union representation at such hearing.
- D. Any unit member who is terminated or suspended shall be given timely written notice of the action and the reasons therefore by the Chief Administrative Officer or designee. The System Office of Labor Relations and the Union shall receive duplicate copies of the written action.
- E. Termination of a unit member pursuant to this Article shall receive priority scheduling at Step 4 of the grievance procedure.
- F. Complaints:

A complaint shall be defined as any written or oral communication made to a University administrator which adversely reflects upon a unit member's professional performance.

1. When a complaint regarding the conduct of a unit member is received by an administrator, the complaint may be reduced to a separate writing and provided to the unit member. Depending upon the circumstances, names of students may be omitted from the complaint in the interests of confidentiality. The written complaint shall include information relative to a specific act(s), location(s), name(s) (if not otherwise deemed to be held confidential), and witnesses if any.
2. If an administrator decides that the allegations in the complaint are serious enough to warrant the formal questioning of a unit member, the administrator will notify the unit member of such questioning and of his/her right to Union representation.
3. Investigative records of substantiated complaints may only be placed in a unit member's personnel file if used as a basis for disciplinary action. The University cannot maintain confidentiality if it uses the complaint as a basis for discipline or in an evaluation.
4. Records of disciplinary action other than suspension or termination shall be removed from a unit member's personnel file after four semesters, unless the unit member has received another disciplinary action during that period.
5. The Union may file a grievance concerning suspension or discharge at the level of the campus President or designee.

Article 19 - Part-time Faculty Pay

A. Unit members shall be assigned the appropriate rate of pay by the University for each assignment.

B. 1. Credit Hour Rates Effective January 1, 2012:

Rank

Service Credits

| | 0-5 | 6-12 | 13-19 | 20 or more |
|---------------------|-------------|-------------|-------------|-------------|
| Lecturer I * | \$ 867.00 | \$ 882.00 | \$ 887.00 | \$ 912.00 |
| Lecturer II ** | \$ 1,039.00 | \$ 1,054.00 | \$ 1,059.00 | \$ 1,084.00 |
| Lecturer III *** | \$ 1,138.00 | \$ 1,153.00 | \$ 1,158.00 | \$ 1,183.00 |
| Instructor | \$ 867.00 | \$ 882.00 | \$ 887.00 | \$ 912.00 |
| Assistant Professor | \$ 1,050.00 | \$ 1,065.00 | \$ 1,070.00 | \$ 1,095.00 |
| Associate Professor | \$ 1,225.00 | \$ 1,240.00 | \$ 1,245.00 | \$ 1,270.00 |
| Professor | \$ 1,409.00 | \$ 1,424.00 | \$ 1,429.00 | \$ 1,454.00 |

* 0-10 semesters of previous college teaching

** 11-19 semesters of previous college teaching or equivalent experience

*** 20 semesters or over

Lab rate is one-half of the credit hour rate.

Credit Hour Rates AY 2012 – 2013, Effective September 1, 2012:

| Rank | Service Credits | | | |
|---------------------|-----------------|-------------|-------------|-------------|
| | 0-5 | 6-12 | 13-19 | 20 or more |
| Lecturer I * | \$ 892.00 | \$ 907.00 | \$ 912.00 | \$ 937.00 |
| Lecturer II ** | \$ 1,064.00 | \$ 1,079.00 | \$ 1,084.00 | \$ 1,109.00 |
| Lecturer III *** | \$ 1,163.00 | \$ 1,178.00 | \$ 1,183.00 | \$ 1,208.00 |
| Instructor | \$ 892.00 | \$ 907.00 | \$ 912.00 | \$ 937.00 |
| Assistant Professor | \$ 1,075.00 | \$ 1,090.00 | \$ 1,095.00 | \$ 1,120.00 |
| Associate Professor | \$ 1,250.00 | \$ 1,265.00 | \$ 1,270.00 | \$ 1,295.00 |
| Professor | \$ 1,434.00 | \$ 1,449.00 | \$ 1,454.00 | \$ 1,479.00 |

* 0-10 semesters of previous college teaching

** 11-19 semesters of previous college teaching or equivalent experience

*** 20 semesters or over

Lab rate is one-half of the credit hour rate

2. A unit member who is paid on a credit hour basis and who is paid at a rate higher than the minimum for the rank shall receive an increase in per credit hour rate equal to the dollar amount of the increase to the minimum rate for the rank.
 3. When a unit member who is paid above the minimum rate advances in rank, the unit member shall receive an increase in the credit hour rate equal to the dollar difference between the previous rank and the new rank.
- C. The award of a pay increase based on the above schedule in any academic year shall not offer a presumption of satisfactory teaching or competence and shall not be reviewable by an arbitrator.
- D. 1. Unit members on appointments paid a proportionate salary (unit members designated as part-time regular) shall receive the following increases to their annual base salaries contingent on satisfactory performance. Effective January 1, 2012, based on the December 31, 2011 salary:
- a. Unit members with less than three years of continuous regular service, 0.7%
 - b. Unit members with 3 – 5 years of completed continuous regular service, 1.5%
 - c. Unit members with 6 – 9 years of completed continuous regular service, 2.0%

- d. Unit members with 10 or more years of completed continuous regular service, 2.5%
2. Effective September 1, 2012, based on the salary as of August 31, 2012:
 - a. Unit members designated as part-time regular shall receive the following:
 - An increase equal to 0.7% of annual base salary.
 - b. Unit members with satisfactory performance and less than ten (10) years of continuous regular service shall receive an additional increase equal to 1.0% of annual base salary effective September 1, 2012, for a total of 1.7%.
 - c. Unit members with satisfactory performance and ten or more years of continuous regular service shall receive an additional increase equal to 1.25% of annual base salary, for a total increase of 1.95%.
 3. For purposes of this section satisfactory performance shall be as defined in Article 9.F.
- E. A unit member must be actively employed at the time a salary increase is processed to be eligible for the increase.
 - F. Unit members paid on a course credit hour basis shall be paid monthly in September, October, November, and December in the Fall semester. January, February, March, April, and May in the Spring semester. If possible, the January payment shall reflect payment for spring semester courses. Unit members appointed to regular part time academic year positions shall be paid a proportionate salary in twelve (12) installments.
 - G. The last pay installment for any unit member's semester assignment may be withheld by the University in the event a final grade list has not been appropriately filed. Failure to file such list after adequate notice has been provided shall constitute just cause for discharge.
 - H. The Union and the University shall examine those pay practices which do not conform to the traditional credit hour basis of payment and in the event an inequitable practice is discovered, shall negotiate regarding the practice.
 - I. No unit member shall have his or her rate of pay reduced as a result of this Agreement. This protection shall apply solely to a specified course in a particular unit at a specific institution and shall not hereafter serve as either a precedent or as a waiver of this Agreement.
 - J. Courses whose scheduled classroom time exceeds the normal classroom time for its credit hours shall be identified. Such courses shall be deemed to include a laboratory for reimbursement purposes effective January 1, 1990.
 - K. Compensation for unit members teaching interactive television courses (ITV) shall be based on the same credit hour equivalency provided to similarly situated full-time faculty.
 - L.
 1. Unit members paid on a credit hour basis who are promoted to Assistant Professor, Associate Professor, or Professor shall receive an increase upon promotion in rank based on the rate schedule or a minimum increase of \$25 per credit hour.
 2. If a unit member changed from a Lecturer title to a professorial rank within the same department, there shall be no reduction in the per credit hour rate.
 3. A unit member paid a proportionate salary who is promoted to a higher lecturer or professorial rank shall receive a minimum salary increase of 5%.
 4. Unit members with the rank of Instructor or Assistant Professor shall be paid at the higher of their

current rank rate or at the Lecturer rank for which they qualify by experience. Qualifying service shall only be earned by service in the University of Maine System.

M. All unit members shall receive paychecks by means of direct deposit.

Article 20 - Benefits

A. The University shall offer life insurance to unit members teaching two (2) or more courses in a semester who have six (6) or more service units. Qualifying unit members hired on a semester basis shall be provided with \$5,000 coverage.

B. This life insurance must be requested in writing by the unit member from the Campus Human Resources Office and requires the completion of appropriate enrollment forms.

C. The University shall offer group health coverage up to the level of family coverage to unit members teaching two (2) or more courses in a semester who have six (6) or more service units.

D. For unit members eligible under Section C, the University shall contribute sixty (60) percent of the premium cost.

E. Unit members who have comprehensive health insurance coverage available through another employer are not eligible to participate in this insurance program.

F.1. Effective upon the execution of this agreement and continuing through August 31, 2013, unit members who qualify for an offer of an academic year appointment in accordance with Article 11, Section N, and who are otherwise qualified to participate in the University health plan in accordance with the provisions of Section C this article shall pay 35% of the full premium for coverage in the University's health plan and the University shall pay 65%.

2. Unit members holding academic year appointments pursuant to Article 11, Section N who have attained the equivalent of five (5) years of continuous full-time service are eligible to participate in the group health program at the rate paid by non-represented full-time faculty. For the purpose of this article, a unit member having been continuously employed in consecutive fall and spring semesters and having taught 150 University course credits shall have met this requirement.

G. 1. The University will provide dental insurance to unit members who are eligible to enroll in the University's health program under Section C above. The University shall contribute 60% (sixty percent) of the premium cost to cover Part-time temporary faculty, 50% (fifty percent) of the premium cost to cover Part-time regular faculty and 100% of the premium cost to cover Part-time regular faculty members and Part-time temporary faculty members holding academic year appointments pursuant to Article 11.N. who have attained the equivalent of five (5) years of full-time continuous service.

2. Unit members shall be responsible for 100% of the premium cost of any dependent dental coverage.

H. A unit member's eligibility for life, health and dental insurance shall not be interrupted by a single fall or spring semester in which the unit member teaches fewer than two (2) courses because assigned courses are retracted or cancelled by the university in accordance with Article 12. In this circumstance the unit member shall maintain eligibility for that semester only.

I. Health Insurance Premium Rebate

1. 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, 2011 through December 31, 2012 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, 2013.
 2. 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. If a mandate results in a mid-year premium change, the employee premium share will be increased proportionately.
- J. This health insurance must be requested in writing by the unit member from the Campus Human Resources Office and requires the completion of appropriate enrollment forms. Willful failure by a unit member to disclose information relating to alternative health coverage may be grounds for immediate discharge.
- K. Wellness Incentive:
Only those unit members who participate in the group health plan shall be eligible for wellness programs and incentives available to non-represented employees.
- L. 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. Eligibility for benefits shall be extended to dependent children (as defined by the IRS) of an employee's partner. Registration of a domestic partner shall be in accordance with University policy.
- M. Unit members may participate in tax-sheltered annuity programs on a voluntary basis, if eligible, to the extent permitted by Internal Revenue Service regulations. Participation requires the completion of appropriate application and enrollment forms.
- N. The University shall continue liability insurance coverage which includes unit members on the same basis as all other employees.
- O. The following benefits are available to unit members whose appointments are designated "part-time regular."
1. The University will make available to part-time regular unit members who work at least one-half time personal and spouse and/or family health insurance coverage. The University and unit member will each pay one-half (1/2) of the premium cost for such insurance. Part-time regular unit members who have attained the equivalent of five (5) years of continuous full-time regular University service are eligible to participate in the group health program at the rate paid by non-represented full-time faculty.
 2. Group term life insurance equal to the unit member's salary rounded to the next higher \$1,000 is provided for part-time regular employees working at least one-half time. The University pays the full cost of the premium. On the unit member's 65th birthday, this insurance is reduced to 65% of the former level of coverage.

3. Coverage under the Supplemental Life Insurance plan is available to all regular employees who are eligible for basic life insurance. The premium, which is paid by the employee, is determined by (and increases with) the employee's age. Participation in the program is optional.
4. Part-time faculty may authorize automatic deductions from their paychecks to meet tuition and/or board and room charges for dependents attending any campus of the University of Maine System.
5. Part-time regular employees who have the equivalent of five (5) years of continuous full-time, regular University service are eligible to participate in the University of Maine System Retirement Plan for Faculty and Professional Employees. 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 salary |
| Total | 14% of unit member's annual salary |

P. There shall be a defined contribution plan administered through TIAA-CREF in accordance with applicable federal regulations for part-time temporary unit members. Participation shall be on a voluntary basis for those unit members who meet the following qualifications and criteria:

1. Unit members must have earned 25 service units.
2. Participation is voluntary. Unit members who meet lawful requirements shall have the option to make contributions on a tax sheltered basis.
3. The unit member's contribution of four percent (4%) of salary shall be matched by a University contribution of ten percent (10%) of salary for any Fall or Spring semester in which the unit member is employed.
4. The benefit is applicable only to salary paid as a result of this collective bargaining agreement and the appropriate earnings codes established by the University.

Q. Members of the bargaining unit who retire at or above the normal retirement age of 65 with the equivalent of at least ten (10) years of full-time University service immediately prior to retirement, and who have remained enrolled in the System health plan, will be provided group health coverage in accordance with the University of Maine System policies in effect at the time of retirement. Eligible employees must enroll in both parts of Medicare to receive this benefit.

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

S. Retirement Incentive – The retirement incentive described in this section is not in effect for the duration of this contract and will be continued in the future only if negotiated in a future contract.

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 40 or more service units 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 May 31, 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 \$5,000.
 - 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 \$5,000. 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 (1) year (no later than August 31, 2011) if the university determines the unit member provides essential services. The extension deadline for fiscal year 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.
6. A unit member who receives the retirement incentive is not eligible for rehire by the University of Maine System.

Article 21 - Tuition Waiver

- A. Tuition waiver for credit courses shall be available to unit members subject to University regulations and requirements.
- B. Effective in the Fall 1996 semester, each qualifying unit member who is paid on a credit hour basis shall accrue a one course waiver upon completion of each Fall and/or Spring semester of employment. The waiver is not to exceed four (4) credit hours per course. These waivers must be utilized no later than twelve months after being earned and may be applied to summer sessions. No more than two course waivers may be used in any semester.
- C. Use of these waivers shall be contingent on the availability of space determined in accordance with campus criteria.
- D. Unit members shall forfeit any accumulated tuition waiver credit hours earned under Section B when employment terminates, or when a change in job status removes them from the bargaining unit.
- E. Part-time regular employees are eligible for a tuition waiver of up to one course per semester or summer session, not to exceed four credit hours. Each campus retains the right to designate non-credit courses to

which tuition waivers will not apply. Tuition paying students will be given priority for class seats. This benefit does not apply to employees on unpaid leaves of absence for longer than 90 days, disability, or Workers' Compensation.

- F. During a period of employment, unit members shall have available any non-credit tuition waiver permitted by campus policy. Any policy and or regulation, including application procedures, with regard to participation shall be followed. Each campus shall retain the right to designate those non-credit courses to which the waiver shall not apply.
- G. During a period of employment, the spouse or dependent children of unit members shall be eligible for a waiver of one-fourth (1/4) tuition, provided that the spouse or dependent child is attending the University of Maine System as a full-time student. This waiver does not apply to mini-courses or summer session or other non-semester course offerings. In no event shall tuition waiver exceed one quarter (1/4) for the spouse or dependent child of a unit member.
- H. The spouse or dependent children of part-time regular faculty are eligible for a 25% tuition waiver, provided the spouse or dependent is attending the University of Maine System as a full-time student (for graduate students, this means 6 semester credit hours and the waiver is granted only for courses in an approved program of study). This waiver may be used at any campus of the University but does not apply to mini-courses, summer sessions, or other non-semester course offerings.
- I. Unit members, spouses and dependent children who request tuition waiver must identify the course and semester in which they wish to enroll in accordance with the University regulations.
- J. Unit members, spouses and dependent children who are eligible for tuition waiver must meet any academic requirements, prerequisites or pay any fees established for the course or for other students.
- K. In the event a unit member is called to active military services, the spouse or dependents eligibility for tuition waiver benefits will continue during the time the unit member is on authorized leave.

Article 22 - Use of Personal Automobile

- A. Unit members who use their personal automobiles for assigned non-campus University business shall receive reimbursement by the University at the same rate as paid by the State of Maine. If during the term of this Agreement, the official University or State of Maine mileage rates are increased, or if a higher rate is implemented for any group of University employees, the new rate shall be implemented for unit members.
- B. This reimbursement shall be calculated from the campus or the unit member's residence, which ever distance is closer, to the assigned non-campus location. To be eligible for reimbursement, the round trip distance must exceed thirty (30) miles. All claims shall be submitted on forms and at intervals as required by the appropriate administrator.
- C. Effective Fall Semester 1998 and for the term of this Agreement parking fees for unit members shall not exceed the following amounts for the academic year:

| | | |
|------------|------------|-----------|
| UM \$35 | USM \$25 | UMPI \$10 |
|------------|------------|-----------|

Funds collected shall be utilized for the support of the parking programs.

Article 23 - Appurtenances

- A. Unit members shall have normal access to campus library facilities with an appropriate, current

University library card. Unit members shall comply with all University regulations pertaining to library use.

- B. Unit members shall have normal access to campus parking facilities on a space available basis subject to University parking regulations. Unit members shall comply with all University regulations pertaining to parking.
- C. A unit member may request to attend an educational meeting, conference or convention during assigned classes. In such cases, the unit member must furnish a written request to the appropriate administrator within a reasonable period of time prior to the specific event. Bona fide requests shall not be unreasonably denied but the decision of the appropriate administrator shall be final.
- D. Unit members may ask appropriate administrators for financial assistance to attend educational meetings, conferences, or conventions, seminars, and credit or non-credit bearing courses.
- E. Unit members shall have normal access at reasonable times to University instructional media facilities or equipment for teaching related use subject to University rules and regulations.
- F. Unit members shall have normal access at reasonable times to duplicating equipment for teaching related use subject to all department or school/college or University rules and regulations. An effort will be made to allow access to these services during times classes are in session.
- G. Unit members shall have normal access at reasonable times to clerical assistance for teaching related use subject to availability and University rules and regulations.
- H. Unit members shall have normal access to campus athletic facilities.
- I. Unit members shall continue to be issued faculty I.D. cards where such cards are currently issued. Any updated faculty I.D. cards will be issued to unit members as soon as possible after assignment. These cards shall be issued for the academic year and shall not include the word temporary.
- J. The University shall forward to the Association a listing of campus and center bulletin board locations where faculty position vacancies are posted. These postings will be made in a timely manner and where available, published in existing electronic and/or print media.
- K. The University shall make every effort to insure that unit members are aware of in-service workshops in their academic disciplines.

Article 24 - 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,, including transgender status or gender expression, national origin, citizenship status, age, disability, genetic information, veterans status, or membership or non-membership in the Association.

Article 25 - Effect of Agreement

- A. This Agreement constitutes the entire Agreement of the Board and the Union, arrived at as a result of bargaining. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. This Agreement supersedes all previous agreements, understandings, policies and prior practices directly related to matters included within this Agreement. In the absence of any specific provisions in the Agreement, all University of Maine System practices and procedures are set at the discretion of the University.

- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not prohibited by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 26 - No Strike or Lockout

The Board and the Union 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 Union 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 27 - 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 28 - Health and Safety

- A. The University recognizes a responsibility to provide an environment intended to protect the health and safety of unit members, including applicable law and regulations, 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. Each campus shall publicize a telephone number for use by unit members in the event of an emergency, designate available telephones for such use and designate an administrator who shall be responsible for the health, safety and security issues on that campus and for publicizing the campus's emergency procedures.
- C. Any unit 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 administrator and to appropriate law enforcement officials as necessary. The unit member who is threatened may order the departure of the threatening person from the classroom or office.

Article 29 - Duration

- A. The provisions of this Agreement shall be effective as of the date of execution unless otherwise specified herein and shall continue in full force and effect until and including August 31, 2013.
- B. 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 of 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 as indicated below this 20th day of August 2012.

For the University of Maine System:

For the Maine Part-time Faculty Association,
American Federation of Teachers Local #4593,
AFT- Maine, AFL-CIO:

James Page

Michael Burke

Tracy Bigney

Harlan Baker

Catherine Pease

Terrell Crouch

Judy Ryan

Michelle Cheung

Sheri Stevens

Jerry Ashlock