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Agreement

between

University of Maine System

and

Associated C.O.L.T. Staff of the University of Maine System

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1995-97

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Article 1 - Recognition

A. The Board of Trustees of the University of Maine System (hereafter the Board) recognizes the Associated C.O.L.T. Staff of the University of Maine System MTA/NEA (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine Labor Relations Act, in the clerical, office, laboratory and technical employees bargaining unit (hereafter unit members). Unit members are University employees in titles included in the clerical, office, laboratory and technical employees bargaining unit as a result of the Certification by the Maine Labor Relations Board on September 29, 1980, and any subsequent agreements reached between the parties.

B. The parties agree that during the term of this agreement in the event new titles are created or changes in job responsibilities of existing titles occur which may result in additions to or exclusions from the bargaining unit, the University shall inform the Association regarding such new titles or changes. The parties will discuss and attempt to reach agreement regarding the appropriate unit placement of such titles.

C. If the parties disagree on the placement of a title, the matter may be referred to the Maine Labor Relations Board by either party for determination.

D. Employees who hold titles which are included in the clerical, office, laboratory and technical unit and who are assigned to a single position of indefinite duration on an on-call basis without regular schedule shall be considered to be unit members upon completion of six (6) months of continuous employment,

provided that their actual work over the six (6) month period evidences regularity. The provisions of Articles 9.A; B.1; B.5-6; 22.B-F; and 25 of this agreement shall not be applicable to such employees.

E. 1. The University is authorized to appoint any employees who are able to return to work following absences involving Workers' Compensation to fill job openings in clerical, office, laboratory and technical unit positions which are assigned to wage bands 3 through 8, notwithstanding the provisions of Article 23 of this agreement.

2. Employees who are assigned to duties outside the job description for their classification on a temporary basis following an absence involving Workers' Compensation shall remain in the bargaining unit(s) to which their classification(s) was assigned immediately preceding the absence. In the event that such employees are members of the clerical, office, laboratory and technical unit, the provisions of Articles 6, 8, 9, 22, and 23 of this agreement shall not be applicable to such employees during this period of temporary reassignment.

Article 2 - Management Rights

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

Article 3 - Association Rights

A. 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The

Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.

2. The Association shall be allowed reasonable use of the intra campus mail system, as described in paragraphs 1-5 of the Memorandum of Understanding dated December 9, 1980 between the Association and the University.

3. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus.

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

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

6. The University shall allow at no cost to the Association the listing of a designated phone number for the Association in each campus directory.

7. The Association shall have access to designated bulletin board space on existing general purpose bulletin boards for the purpose of posting bulletins, notices and other appropriate material.

8. Within the first seven (7) days of February, April, June, August, October and December of each year and at no cost to the Association, the University shall supply the Association with a listing and a data base including employee names, home and campus addresses, job titles, wage bands and steps, funding

source (i.e. whether soft money or not), job status (i.e. part-time or full-time), current job appointment dates, and length of work years and gender of all unit members and employees who will, upon completion of their six (6) month exclusionary period, be unit members.

9. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees. Agendas will be available at the Office of the Clerk of the Board of Trustees on the third business day preceding scheduled meetings.

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

B. 1. The University shall permit a reasonable number of unit members, not to exceed six (6), to participate as members of the Association's bargaining team in collective bargaining negotiations with the University, without loss of time or pay for attendance at such negotiations with the University which take place within a unit member's normal working hours. The Association, at the time that such negotiations are initially requested, shall inform the University in writing of the names of the six (6) unit members designated to participate in negotiations without loss of time or pay. Adequate notice of the date and time of such negotiations will be given by the unit member to the unit member's supervisor. Pay for time not worked because of attendance at negotiations will be limited to the number of hours within the unit member's normal work schedule which are reasonably necessary to permit the unit member's attendance at a negotiation session.

2. a. The Association may designate one (1) grievance representative for each campus, except that the University of Maine shall have five (5) grievance representatives, and the University of Southern Maine shall have two (2) grievance representatives.

b. The grievance representatives, during their normal working hours without loss of time or pay may, in accordance with the terms of this article, process and handle grievances. Scheduling of such activity shall be subject to the approval of the unit member's supervisor and the supervisor(s) of any unit member(s) in other departments or units who are to be contacted by the grievance representative. Such approval shall not be unreasonably withheld. Grievance representatives will fulfill all of their assigned work except when approved to leave their work to process and handle grievances as provided herein.

c. The Association shall furnish the University with a written list of its grievance representatives and shall promptly notify the University in writing of any changes therein.

3. a. Representatives and officers of the Association shall be granted leave without pay to attend hearings in legal proceedings provided that adequate notice is granted to the University.

b. Designated Association members shall be granted up to a total of fifteen (15) days per fiscal year to attend conferences and/or training sessions sponsored by the Association. Written notice of such sessions shall be provided at least two (2) weeks prior to the event to the appropriate supervisor with a copy to the Office of the Associate Vice Chancellor for Human Resources.

4. Upon request and supervisory approval, the president or the vice president of the Associated C.O.L.T. Staff of the University of Maine System shall be permitted to perform the business of that office during his or her normal working hours without loss of time, or pay, not to exceed a total of two hundred forty (240) working hours per fiscal year for both officers. Supervisory approval shall not be unreasonably withheld. Such time may not be accumulated or carried forward from fiscal year to fiscal year. The Association shall report time used to the University of Maine System Office of Human Resources as it is used.

5. a. No unit member shall be entitled to release time to participate as an Association representative in more than two (2) activities described in this agreement.

   b. Whenever released time is granted for participation by a unit member as an Association representative in any activity described in this agreement, such released time shall only be for the number of hours reasonably necessary for the unit member to participate in the activity.

   c. A bargaining unit member elected or appointed to a full-time Association position shall be granted an unpaid leave of absence not to exceed one (1) year. A written notice of this leave must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor. Time spent on leave will be credited for the purposes of seniority computation. A unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave.

Article 4 - Information to Unit Members

A. University supervisors shall meet with the unit members under their supervision to inform them of programmatic or operational matters which may affect their employment and to hear their views regarding such matters.

B. A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent showing the current terms of employment contained in the Payroll Personnel System within thirty (30) days of the execution of this agreement and whenever changes occur in such terms of employment. The University shall also make available to each unit member current information regarding:

1) fringe benefits
2) the unit member's job description
3) this agreement.

Article 5 - Personnel File

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

B. Within twenty (20) working days unit members shall be sent a copy of all material henceforth placed in the file. Anonymous or unattributed material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate material.

C. Unit members shall have the right to examine their file in the presence of the file's custodian, or designated campus administrator(s), during the normal business hours of the office in which the file is kept. A unit member may obtain copies of any material in the personnel file and may be required to pay five (5) cents per page of copying. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept. A unit member must produce identification to the file custodian prior to the examination of his/her file unless personally identified by the file custodian.

D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including any relevant accomplishments. A unit member may indicate in writing to the personnel office those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for removal. A unit member shall have the right to remove a written warning notice one (1) year after the notice was issued, provided that no other disciplinary action has taken place during that year.

E. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file. Recommendations by reviewing individuals shall be placed in the personnel file as soon as the decision is reached in the specific personnel action. Recommendations by reviewing individuals or bodies which pertain to a unit member's consideration for positions other than the position which he or she holds, shall not be placed in the personnel file. A unit member, and/or the Association upon written authorization of a unit member shall have the right to inspect and, upon written

request and payment of five (5) cents per page of copying, receive a copy of any such recommendations pertaining to that unit member which are not included in the personnel files and are in the possession of the University.

F. The file shall be available to authorized campus administrators responsible for the review and recommendation of a unit member with respect to any personnel actions. The unit member shall be advised when the file is reviewed for consideration of promotions, or demotions or disciplinary action.

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

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

Article 6 - Discipline

A. The University shall not discipline, suspend without pay or discharge any unit member without just cause.

B. A unit member who is discharged or suspended shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the unit member's last known address according to University records, of the discharge or suspension and the reasons therefor.

C. The Association shall be given prompt written notice of the written reprimand, discharge or suspension of any unit member.

D. The University agrees that it will follow the principle of corrective discipline for minor offenses prior to effecting a discharge or suspension without pay of a unit member.

E. A written reprimand notice shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which a complaint and reprimand are based, provided that the unit member has received no other written reprimand during such period.

F. Any unit member discharged must be paid in full for all wages owed him or her by the University, including overtime, compensatory time, and unused earned annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.

G. A grievance regarding the discharge or suspension without pay of a unit member may be initiated at Step 2 of the grievance procedure as set forth in Article 10, Section C, within twenty (20) days after the notification of the discharge or suspension without pay.

H. Sections A and D of this Article shall not be applicable to any unit member until he or she has actively worked for the University for at least six (6) months. Any period of layoff, leave without pay or period of time which is not included within the unit member's work year shall not be considered to be active work.

Article 7 - Evaluation

A. The University shall provide an evaluation system(s) for the

continuing assessment of each unit member's job performance.

B. Each evaluation system shall provide for an evaluation in writing by the supervisor(s) of the unit member. Such written evaluations shall include the following:

1. Adequate information identifying the employee being evaluated, his or her job classification and department, the supervisor responsible for the evaluation, and the occasion for the evaluation.

2. An evaluation of the employee's knowledge, quality of and output of work with respect to each of the specifically enumerated duties in his or her job description.

3. An identification and evaluation of the employee's knowledge, quality and output of work with respect to any duties being performed which are not enumerated in his or her job description.

4. An evaluation of other skills, abilities or attributes relevant to the employee's job performance, future potential and/or achievement of University goals and objectives.

5. Recommendation regarding relevant personnel actions. An evaluation form which is recommended for the conduct of employee evaluations under this Article is attached hereto as Appendix A. This form may be used in connection with any evaluation required under this Article.

C. Evaluations of all unit members shall be conducted annually within the sixty (60) day period immediately preceding a unit member's merit review date. In the event that a unit member's merit review date and the sixty (60) day period preceding it are

not within the unit member's work year, the evaluation for such unit member shall be conducted during the final sixty (60) days of the work year.

D. The supervisor responsible for the conduct of the evaluation shall meet with the unit member to discuss the unit member's performance.

E. A copy of the final written evaluation shall be provided to the unit member within seven (7) calendar days of its completion by the supervisor.

F. The unit member shall sign and return a copy of the evaluation to the supervisor within seven (7) calendar days of its receipt by the unit member only for the purpose of acknowledging receipt of the evaluation. An unsigned copy of the written evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within the seven (7) day period.

G. The unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.

H. The evaluation and timely response, if any, shall become part of the personnel file.

Article 8 - Position Review and Reclassification Procedure

A. In the event that a unit member believes that his or her duties are significantly different from those outlined in the unit member's official job description, the unit member may request a position review. Official forms to request a position review shall be made available at designated offices on each campus.

B. The unit member shall submit a completed and signed position review request form to his or her appropriate supervisor. The unit member's immediate supervisor shall forward the request form within twenty (20) working days for consideration to such administrative officers as the University deems appropriate. Failure to comply with the request within twenty (20) working days shall have no effect on the disposition of the position review.

C. If the designated administrative officer(s) at the campus disapprove(s) the position review, the unit member shall be provided with a written statement of the reason(s) for denial of the position review.

D. In the event that the request for position review is approved by designated administrative officer(s) at the campus, a position audit shall be scheduled. The position audit shall include the completion by the unit member and appropriate supervisor of a questionnaire outlining the unit member's current job duties and responsibilities. The audit also may include an on-site evaluation.

E. The audit shall result in findings as to whether the duties being performed by the unit member are significantly different from the duties outlined in the official job description for the unit member's job classification. Such findings shall be made in accordance with existing criteria and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the unit member shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the unit member.

F. The wage rate for unit members who are reclassified to another job classification shall be determined in accordance with Article 11.

G. The effective date of an approved reclassification shall be the date that the completed position review request form was submitted to the appropriate supervisor by the unit member.

H. The unit member's merit review date shall be the effective date of the reclassification, except that the unit member's merit review date shall not change in the event of a reclassification to a classification in the same wage band.

I. The University shall process all position review requests within a reasonable period of time.

J. A grievance regarding the results of a position review may be initiated at step 2 of the grievance procedure, as set forth in Article 10, section c, within twenty (20) days after notification of the results.

Article 9 - Work Week and Work Schedule

A. 1. The work week for full-time regular unit members shall be a forty (40) hour week, not including unpaid meal periods, except that work weeks of other lengths which are in existence for full-time regular unit members on the effective date of this agreement shall be continued.

2. Work schedules shall be determined by the University. In the event that a unit member's regular work schedule is changed to a different regular work schedule by the University, the University shall inform the unit member of the change at least (7) days prior to its effective date. Such changes in work schedule shall only be made for bona fide program reasons. In the event the new work schedule will cause the unit member substantial personal hardship, and he/she has more than four (4) years of University service, then he/she may displace another unit member, according to the provisions of Article 22, Section B.3.

3. Full-time regular unit members, except those required to remain on the job for a consecutive eight (8) hour period, will be allowed two (2) fifteen (15) minute rest periods (i.e. from the time an employee stops working to the time he/she resumes working) on each regular workday, which will be scheduled by the appropriate supervisor. Part-time regular unit members, except those required to remain on the job continuously for their workday, will be allowed one (1) fifteen (15) minute rest period (i.e. from the time an employee stops working to the time the employee resumes working) on each regular workday, which will be scheduled by the appropriate supervisor.

4. The University supports the use of flexible schedules by unit members when campus administration determine that flexible schedules may be in the best interest of the University. In the event that the University intends to exercise its authorities under other sections of this agreement to permit flexible schedules by unit members, on a University-wide or campus-wide basis, the University will provide affected unit members and the Association with an opportunity to comment thereon.

B. 1. When the University determines that work by unit members on an overtime basis is required, it will make reasonable efforts to equitably distribute such work to qualified unit members working in the affected office or other similar work area.

2. Unit members required by the University to be in active pay status more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times the base rate of pay. The University may choose to provide such compensation in the form of paid time off, which shall be granted on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked.

3. Compensatory time earned shall be taken subject to supervisory approval. Such approval shall not be unreasonably denied.

4. No unit member shall be permitted to carry forward more than sixty (60) hours of compensatory time from one pay period to the next. If, at the end of any pay period, a unit member has accumulated more than sixty (60) hours of compensatory time, the University shall pay the unit member for the accumulated hours in excess of sixty (60) hours at the unit member's straight time rate of pay.

5. In the computation of eligibility for overtime pay or compensatory time, any hours paid for but not worked which are included in the regular work schedule shall be counted.

6. The University shall not unilaterally change a unit member's regular work schedule for the sole purpose of avoiding the payment of overtime compensation.

7. The University will record compensatory time earned, used and accumulated, and will supply this information to each unit member at least biweekly.

C. Where a unit member is assigned work by two (2) or more persons, it shall be the responsibility of the unit member's appropriate supervisor to resolve conflicts in work assignments which arise.

D. The University may appoint a unit member to a non-renewable fixed length appointment for a specified duration which shall not exceed two (2) years. Employment shall be for the length of the appointment except in the case of termination for just cause. Non-renewable fixed length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and

University. The provisions of Article 22 of this agreement shall not be applicable to such employees. In the event unit members, appointed to a non-renewable fixed length appointment, are reappointed to a continuing appointment without a break in service, their seniority date shall be established as the original date of hire as a regular employee.

E. 1. A full-time regular unit member with five (5) full-time equivalent years of continuous service may request a reduction in work schedule when it is mutually beneficial to the University and the unit member and be eligible for certain pro-rated benefits available to full-time regular unit members as described in Articles 12, Sections A.3. and B.3.; 13, Section B.; 21, Section B.2. and 22, Section D. The work schedule reduction shall be to no less than one-half (½) time to be eligible for pro-rated benefits. The work schedule reductions shall be for an indefinite duration with no right to return to full-time regular status unless specifically agreed to in writing between the University and the unit member at the time the reduction occurs. Requests by unit members for work schedule reductions shall be made at least two (2) months prior to the requested effective date. This time limit may be waived by the campus. Final approval or disapproval of work schedule reduction requests shall be at the sole discretion of the campus president or the president's designee and communicated to the unit member in writing.

2. The provisions of Section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members with the full-time equivalent of five (5) years of continuous service who have had work schedules reduced from full-time regular work schedules in accordance with Section A.2. of this article.

3. The provisions of section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members who have the full-time equivalent of five (5) years of continuous service (e.g. ten (10) years of half-time service.)

Article 10 - Grievance Procedures

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein.

A. Definitions:

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

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

3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays and other days the University is closed due to extenuating circumstances, as described in Article 20, Section A.

B. Informal Procedure:

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

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussion the grievant, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the designated administrator the written signed grievance form (Appendix B). Upon receipt of the written grievance, a grievance number shall be obtained from the Office of Human Resources and assigned to the grievance by the administrator. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance.

Step 2: In the event satisfactory resolution is not achieved in Step 1, the grievant, within ten (10) days of the receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance form and written statement(s) why the resolution is not satisfactory, and any other documentation, to the chief administrative officer or his/her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, or is based on a complaint of an act or omission by the chief administrative officer or his or her designee, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association or the Grievant, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the Chancellor or his or her

designee the written grievance form, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association or the Grievant, within twenty (20) days following the action or omission giving rise to the grievance or the date on which the Association or the Grievant reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 4: a) In the event a grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 3 answer or the date the answer is due, if no answer is provided. The parties shall confer within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.

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

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

d) An arbitrator may award lost compensation where appropriate, but the arbitrator may not award other monetary damages or penalties.

e) The arbitrator may award an appropriate remedy when a violation of the agreement has been determined.

D. Duplicate Proceedings:
Employees may also have rights to pursue claims or complaints through outside agencies, including, but not limited to, the Office of Civil Rights and Maine Human Rights Commission.

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

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

2. A unit member may be represented at any level of the grievance procedure only by an Association designated representative, or professional staff or counsel of the Maine Teachers Association.

3. When a unit member is not represented by the Association at Steps 1 and 2, the Association shall have the right and a reasonable opportunity to be present and to state its views at any meeting between the grievant and the University after the submission of the written signed grievance form.

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

5. The forms which must be used for filing a grievance (Appendix C) shall be prepared by the University and supplied to unit members and the Association.

6. In all grievances at Steps 2 and 3 the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. A meeting shall be held at step 3 upon the request of either party. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting at Step 2 may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.

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

8. The costs of arbitration will be borne equally by the University and the Association. Such shared costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.

9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.

10. No complaint informally resolved or grievance resolved at Steps 1, 2 or 3 shall constitute a precedent for any purpose unless

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

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

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

13. Acts or omissions which occurred prior to this Agreement shall neither be grievable nor be evidence of a violation of any term of this Agreement.

Article 11 - Wages and Overtime

A. 1. Effective April 30, 1996, all current unit members employed by the University before July 1, 1995, shall receive a one-time non-base payment of $150.00.

2. Effective July 1, 1996, all current unit members employed by the University before July 1, 1995, who are in a step shall be advanced to the next higher step in their wage band on the FY 97 C.O.L.T. Unit Wage Schedule.

3. Effective July 1, 1996, all current unit members employed by the University before July 1, 1995, who are in the top step of their wage band or who are "red-circled" shall receive a 2% base salary increase.

4. Effective July 1, 1996, all current unit members employed by the University on or after July 1, 1995, shall receive a one-time non-base payment of $100.00.

5. Except in the case of advancements to the next step specified in this article and of promotion or demotion of unit members to other job classifications at higher or lower wage bands, unit members will remain in the band on the step where they are placed effective July 1, 1995, for the period July 1, 1995 to June 30, 1997.

6. The Association and the University specifically agree that no unit member shall receive any step increase beyond the expiration date of this agreement, except in the case of advancements through promotions described in Section B.

B. Unit members who are promoted to another job in a higher wage band shall be placed at the second step of the new band on the C.O.L.T. Unit Wage Schedule, unless that step provides less than a five (5) percent increase over the unit member's former rate. In that event the unit member shall be placed at the lowest step in the new band which provides for an increase of (5) percent over the unit member's former rate.

C. 1. Unit members who are demoted for non-disciplinary reasons to a job in a lower wage ban shall be placed at the step in the new band on the C.O.L.T. Unit Wage Schedule which would have been obtained had the unit member not been employed at the higher classification.

2. Unit members who are demoted for disciplinary reasons to a lower wage band will be placed at the same step number in the C.O.L.T. Unit Wage Schedule as had been held by the employee in the former job.

D. Unit members who are transferred to another classification in the same wage band shall be placed at the same step as had been held by the unit member in the former job.

E. The evaluation date for unit members who are promoted, demoted or transferred to a substantially different classification shall be the effective date of the promotion, demotion or transfer. The evaluation date for unit members who are transferred within the same classification or to another classification in the same wage band which is not substantially different shall not be changed.

F. 1. The University will pay a shift differential of twenty-five (25) cents per hour to any unit member who works a normally scheduled shift the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. Such differential will be applicable to all hours of such shift and is in addition to the unit member's regular rate of pay.

G. Whenever two or more premium rates may appear applicable to the same hour or hours paid there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

Article 12 - Insurance

A. 1. The University will provide for all full-time regular unit members the existing or equivalent personal health insurance coverage.

The University will make available the existing or equivalent spouse or family coverage for full-time regular unit members which, however, effective August 1, 1995, includes plan changes.

Effective January 1, 1995, employees shall have the following amounts deducted bi-weekly from their pay for health coverage:

Single coverage	$ 8.08	($210 annually)
Single plus one	$ 9.73	($253 annually)
Family coverage	$10.87	($281 annually)

2. For part-time regular unit members who are regularly scheduled to work thirty (30) or more hours per week, and for part-time regular unit members who are regularly scheduled to work twenty (20) to twenty-nine (29) hours per week and who have at least two (2) continuous years of University service, the University will make available personal and spouse and/or family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay one-half (½) of the premium cost for the unit member's personal coverage and one-half (½) of the premium cost for the spouse or family coverage.

3. Part-time regular unit members who meet the criteria established under Article 9, Section E.1,2, or 3 shall be eligible for group health coverage as described in Section A.1. Participating unit members shall pay any premium for which full-time regular unit members are responsible.

4. a. The University shall assume responsibility for charges in excess of usual and prevailing incurred through August 18, 1995, under the University Comprehensive Group Health Plan during the time that the plan has been administered by New York Life.

b. By August 19, 1995, the University and New York Life shall provide employees with a listing of all doctors and institutions whose current rates do not exceed the usual and prevailing rate or with whom the University has reached an agreement. If there is not such a provider within sixty miles of the employee's home or if there is an emergency or extenuating circumstances which prevent the unit member from receiving services from the listed provider, the University will assume charges in excess of usual and prevailing. The unit member will continue to be responsible for deductible and co-payment charges in accordance with the plan.

B. 1. The University will provide for all full-time regular unit members the existing or equivalent basic life insurance coverage. The premiums for this insurance shall be paid in full by the University.

2. For part-time regular unit members who are regularly scheduled to work thirty (30) or more hours per week, and for part-time regular unit members who are regularly scheduled to work twenty (20) to twenty-nine (29) hours per week and who have at least two (2) continuous years of University service, the University will provide life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular unit members. Premiums for this insurance will be paid in full by the University.

3. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible for life insurance coverage equivalent to the basic life insurance which is provided to full-time regular unit

members. Unit members shall pay for any premium for which full-time regular unit members are responsible. Basic life insurance will be based on the unit member's reduced part-time wages.

C. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, accidental death and dismemberment insurance, long-term disability insurance, and Workers' Compensation. The cost for these insurances will be borne by the University and/or unit members in accordance with existing practice.

Article 13 - Retirement

A. The University Non-Contributory Retirement Plan shall be amended as agreed by the Association and the University of Maine System effective on the execution date of the Agreement.

B. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible to participate in the University Non-Contributory Retirement Plan. The retirement benefits shall be based on actual earnings and service shall be credited in full-time equivalent years of service.

C. Either the University or the Association may request to re-open negotiations on retirement after July 1, 1996.

Article 14 - Sick Leave

A. Full-time regular unit members shall accumulate 4.62 hours of sick leave for each bi-weekly pay period of continuous service or major portion thereof. Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week, provided that such pay

periods do not exceed ⅓ of the pay periods in the unit member's work year . If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, sick time earned shall be prorated. When a unit member's schedule is reduced from full-time to part-time or to less than twelve (12) months per year and the unit member has a sick leave balance exceeding the pro-rated maximum, the unit member shall not forfeit the excess. The unit member shall not accrue additional sick leave until the balance has been reduced to less than the pro-rated maximum. Thereafter, the unit member shall accrue sick leave in accordance with this section, subject to the pro-rated maximum.

B. Part-time regular unit members shall accumulate 4.62 hours of sick leave for each eighty (80) hours worked and for which compensation is paid. Prorated sick leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.

C. Full-time regular unit members may accumulate a maximum of one thousand forty (1040) hours of sick leave. The maximum accumulation for unit members working less than forty (40) hours per week shall be prorated.

D. Pay for sick leave used will be computed on the basis of the hours scheduled to work times the hourly rate of pay. Sick leave used will be recorded in one-half (½) hour intervals.

E. Sick leave shall not be accrued after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability.

F. In cases where there are reasonable grounds to suspect sick leave abuse, or where an illness exceeds five (5) work days in duration,

the University may require the submission of a written statement by a qualified physician regarding the sickness or illness prior to the payment of sick leave to a unit member.

G. Unit members shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible prior to the start of the workday.

H. In cases of serious illness, an eligible unit member who has exhausted all available leave credits, including annual leave and compensatory time, shall make application for total disability benefits if the medical prognosis indicates a disability of qualifying duration. In cases of serious illness of unit members with more than two (2) years of seniority, leave without pay shall be granted for up to the duration of the illness, not to exceed a period of six (6) months of paid and unpaid leave. Such unit members may be granted additional leave without pay, not to exceed a total of twelve (12) months of paid and unpaid leave. For unit members with two (2) years of seniority or less, leave without pay may be granted for up to the duration of the illness, not to exceed a total of twelve (12) months of paid and unpaid leave. Unit members who are placed on leave without pay for reasons of personal illness shall have the rights and responsibilities described in Article 18, Leave of Absence, Section C., except that eligibility for long term disability benefits shall be retained to the extent permitted under the existing or equivalent long term disability insurance plan. In the event the unit member is placed on leave without pay, he or she may make a written request to his or her appropriate supervisor for an advance of sick leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his/her recommendation to the campus president or his/her designee. The president or designee may receive other recommendations regarding the request from such individuals as he or she determines to be appropriate. The president or designee shall

have the sole discretion to accept or reject the request, and his/her decision shall be final and shall not be grievable, except in cases of alleged discriminatory treatment.

Upon the unit member's return to work, the amount of sick leave advanced shall be repaid by the unit member on a monthly basis at the rate of one-half (½) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination.

I. Accumulated sick leave may be used for routine medical or dental appointments provided that the unit member is not able to schedule the appointment outside of his or her working hours and adequate notice is given.

J. Subject to supervisory approval accumulated sick leave up to a maximum of one-half (½) of the total accumulated, may be used in the event of serious illness or death in the unit member's immediate family. Immediate family shall be defined as spouse, significant other in the household, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law. This provision is for those emergency situations where the nature of the illness or family conditions are such that the unit member must be available to care for the family member, or in the event of death, to attend to the details related thereto. Approval for such use of sick leave will not be unreasonably denied.

K. The University will record sick leave earned, used, and accumulated, and will supply this information to each unit member at least biweekly.

L. The amount of sick leave accumulated by a unit member at the time of retirement, up to a maximum of one thousand forty (1040) hours, shall be credited, as if compensation were paid for such accumulated leave, for purposes of determination of the unit member's retirement benefit.

Article 15 - Bereavement and Funeral Leave

A. Unit members will be granted a maximum of three (3) paid work days leave in the event of a death in their immediate family or household to a maximum of six (6) paid workdays leave per fiscal year. For the purpose of this paragraph only, if additional time away from work is needed a unit member may use accumulated sick leave up to a maximum of one-half (½) of the total sick time accumulated.

B. For the purpose of this Article "immediate family" is defined as spouse, significant other, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

C. Unit members will be granted paid funeral leave, by the appropriate supervisor, to a maximum of one (1) workday to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces or nephews, provided that in no event shall the total amount of bereavement and/or funeral leave payable to an employee under all paragraphs of this Article exceed six (6) workdays per fiscal year.

Article 16 - Military Leave

Unit members who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered

to active duty for training. Such unit members will receive their normal University pay while on military leave, not to exceed ten (10) working days per fiscal year and shall accrue sick and annual leave during such periods of absence not exceeding seventeen (17) days. All military duty must be authorized by the Governor or under the provisions of the National Defense Act.

Article 17 - Jury and Witness Leave

A. Unit members who are summoned to serve on a jury panel will be granted a leave of absence for the period of such service. The University will pay any such unit member his or her regular base pay for the first ten (10) working days of jury duty. If a unit member is required to serve more than ten (10) working days of jury duty, the University will pay any such unit member the difference between his or her regular base pay and jury duty pay, exclusive of travel, for any period, following the initial two weeks of jury service, during which the unit member is unable to work because of such jury service. If the unit member is released from jury duty prior to or within the first four (4) hours of his or her scheduled work shift on any day, the unit member shall return to work unless, in the judgment of the University, such return would impose an unusual hardship on the unit member.

B. Unit members who are subpoenaed as witnesses in any legal proceeding will be granted a leave of absence for the period of such service. The University will pay any such unit member the difference between his or her regular base pay and witness pay, exclusive of travel, for any period during which the unit member is unable to work because of such service as a witness with the exceptions of litigation involving the University where a unit member is called by a party other than the University or a unit member's personal litigation.

Article 18 - Leave of Absence

A. Unit members shall be eligible for leave of absence without pay for urgent and compelling personal business. Periods of absence, not to exceed three (3) work days per fiscal year, may be granted. A request for this leave must be submitted by the unit member to the appropriate supervisor, which request shall be made in writing where practicable. The unit member must obtain the supervisor's approval prior to commencement of the leave.

B. Unit members shall be eligible for extended leaves of absence without pay for personal reasons other than personal illness including but not limited to leave for the purpose of further education or leave on the occasion of the birth of a child to a unit member or the adoption of a child by a unit member. A written request, with reasons, for this leave must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor. This time requirement may be waived by the supervisor. A request for leave of this nature shall require approval, in advance, by designated administrator(s). A maximum period of unpaid personal leave of twelve (12) consecutive months may be requested by a unit member. The designated administrator shall have the sole discretion to accept or reject the request and his/her decision shall be final and shall not be grievable as long as the decision by the University to grant or deny a leave of absence without pay is based on considerations such as the University's ability to replace the unit member during the period of leave, and the necessity of the leave to the unit member.

C. While on the leave of absence described in paragraph B, the unit member will not accumulate sick leave, annual leave, holiday pay or be eligible for tuition waiver or long term disability benefits. If the duration of the leave is longer than (6) months, the unit member's merit review date shall be adjusted by the length of the

leave. Unit members may at the time of the approval of the leave, but prior to commencement of the leave, make arrangements to maintain life and health insurance coverage. Premiums for such insurance during the period of the leave must be paid by the unit member in full on a monthly or prepaid basis; except in the case of leaves granted for the purpose of participating in an educational program related to the unit member's current position, the University shall contribute its proportionate share to insurance programs. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan during the period of the leave although no additional benefits will be accrued. Time spent on leave will be credited for the purposes of seniority computation. Upon return from leave of absence pursuant to this Article, a unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave. If the leave is for a period exceeding ninety (90) days, the unit member's rights regarding reemployment shall be established in advance by mutual agreement of the unit member and designated administrator(s) and set forth in writing as a condition of approval of the leave.

Article 19 - Administrative Leave and Administrative Holidays

A. 1. The University, at its exclusive discretion, may declare an administrative leave at a campus or campuses of the University.

2. Any unit member normally scheduled to work during the period of an administrative leave at a campus at which administrative leave has been declared will receive administrative leave pay at the regular rate for such normally scheduled hours, not to exceed the designated length of the administrative leave.

3. Any unit member directed by management to work during the period of an administrative leave at a campus at which administrative leave has been declared will be paid at the straight time rate for any time worked during the period of the administrative leave. This pay will be in addition to any administrative leave pay to which the unit member may be entitled under paragraph 2 of this Article.

4. In the event that an administrative leave is called which commences at or prior to the start of a unit member's scheduled work day any unit member not directed to work shall be provided with reasonable notice not to report for work. In the event that the University fails to give such reasonable notice and as a result a unit member reports fit and ready for work, the unit member, if he or she so requests, shall be guaranteed a minimum of two (2) hours work, which shall be paid in accordance with paragraph A.3 of this Article; or in lieu thereof, shall receive two (2) hours pay at the straight time rate in addition to administrative leave pay as provided in paragraph A.2 of this Article, if no work can be provided by the University. Reasonable notice shall be conclusively presumed to have been given if the University telephones the unit member's home, and/or notifies designated radio station(s) in the area of the campus at least one hour prior to the unit member's starting time. The two (2) hour guarantee described herein shall also apply to a unit member who has been at work, as regularly scheduled, for less than two (2) hours at the time that administrative leave is called.

5. Any hours paid pursuant to paragraph A.4 of this Article shall not be included in any computation regarding overtime pay.

B. Administrative holidays may be declared only at the discretion of the Chancellor or his or her designee. Such holidays may be declared in conjunction with such occasions as national observances or regularly scheduled University holidays. The

duration of the administrative holiday shall be specified by the Chancellor or his or her designee, but shall not be limited in a manner which arbitrarily excludes any group of unit members from the administrative holiday period. Unit members normally scheduled to work during the period of an administrative holiday will receive administrative holiday pay at the straight time rate for such normally scheduled hours. Unit members directed by management to work during hours which have been declared to be within the administrative holiday period will be paid at the straight time rate for each hour worked during the period of the administrative holiday in addition to administrative holiday pay. If the unit member is directed to work more than eight (8) hours, the unit member shall receive this pay in lieu of overtime pay.

C. The unit member may choose, with the consent and approval of the supervisor, to select compensation in the form of time off for any hours worked by a unit member during the period of an administrative leave or an administrative holiday. Such time off shall be granted on a basis equivalent to the pay provisions described in this Article.

D. The provisions of this Article shall be applicable to any unit member who is normally scheduled to work during the period of an administrative leave or an administrative holiday but who has been excused from work and is on leave with pay under the terms of another provision of the agreement, except in cases of absence involving Workers' Compensation.

Article 20 - Holidays

A. 1. The following days shall be considered holidays for full-time and part-time regular unit members:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Holidays shall be observed on the days designated by the University. The dates of the observance of the holidays shall be communicated to the Association prior to the start of the fiscal year in which the holidays occur.

B. Holiday pay eligibility does not extend to unit members on an unpaid leave of absence, layoff, long term disability or workers' compensation.

C. A unit member who is regularly scheduled to work on a day designated as a holiday shall receive holiday pay at his or her basic hourly straight time rate times the number of hours regularly scheduled on that day.

D. Holiday pay is in lieu of other paid leave which a unit member might otherwise be entitled on the unit member's holiday.

E. 1. A unit member required by the University to work on a holiday shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the unit member is entitled as above described except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day the unit member shall be entitled to a premium rate of one and one-half (1 ½) times the basic hourly straight time rate for each hour worked in addition to the holiday pay as above described.

2. A unit member who has worked on a holiday may choose to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one-half (1½) hours off for each hour of holiday worked, except that on Martin Luther King, Jr.'s Birthday, Washington's Birthday, Patriot's Day, Columbus Day or Veteran's Day, compensatory time will be granted on the basis of one (1) hour of time off for each hour of holiday worked.

F. The University shall determine the number and categories of unit members needed for holiday work.

G. When a holiday falls on a day when a unit member is not regularly scheduled to work, the unit member shall receive holiday pay for the day for a number of hours equal to the length of his or her average regularly scheduled work day at his or her regular straight time rate. The length of the average regularly scheduled work day shall be computed by dividing the number of hours in the unit member's regularly scheduled work week by five (5). Holiday pay paid to unit members for hours they are not scheduled to work on the holiday shall not be counted in the computation of overtime. The University may choose to grant equivalent time off in lieu of such payment.

Article 21 - Annual Leave

A. Full-time regular unit members working on a twelve (12) month basis shall earn paid annual leave based upon continuous service in accordance with the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62

9 through end of 12	5.54
l3 through end of 16	6.47
17+	7.39

Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week provided that such pay periods do not exceed one-third (⅓) of the pay periods in the employee's work year. If a full-time regular unit member is regularly scheduled to work less that twelve (12) months per year or less than forty (40) hours per week, the annual leave earned shall be prorated.

B. 1. Part-time regular unit members shall accumulate annual leave on an hourly basis. For each eighty (80) hours worked and compensated for annual leave shall be accumulated according to the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54
l3 through end of 16	6.47
17+	7.39

Prorated annual leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.

2. Part-time regular unit members who meet the criteria established under Article 9, Section E.1. and 2. shall have annual leave balances carried forward at the time of a work

schedule reduction up to the maximum pro-rated amount of annual leave accumulation allowed. The balance of annual leave not carried forward shall be paid to the unit member.

C. A unit member with twelve (12) years of service or less may carry forward from year to year annual leave not to exceed twenty-four (24) days. A unit member with more than twelve (12) years of service may carry forward from year to year up to a total of thirty (30) days. An annual leave day for purposes of this paragraph shall be equal to the number of hours in the unit member's regularly scheduled work week divided by five (5).

D. Annual leave shall not accrue after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability, or becomes separated from the University on or before the middle of a pay period.

E. All requests to take annual leave shall be submitted by the unit member to the appropriate supervisor as far in advance as possible and shall be subject to approval by the supervisor. Approval shall not be unreasonably withheld or unreasonably denied. If a request is denied, reasons must be provided in writing to the employee upon request.

F. The University will record annual leave earned, used and accumulated and will provide this information to each unit member at least bi-weekly.

G. Annual leave used will be recorded in one-half (½) hour intervals.

Article 22 - Seniority, Layoff and Recall

A. 1. Seniority shall be a unit member's length of continuous regular service since the date of his or her employment at the campus where he or she is currently employed. A unit member with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the unit member's work year. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.

2. a. Within thirty (30) days of the execution of this agreement, the University shall establish a seniority list by department and job classification and job status (e.g. full-time regular or part-time regular), with the unit member with the greatest seniority listed first. The seniority list shall be brought up to date every six (6) months.

b. Such seniority list(s) shall be posted in all areas where unit members are employed. A copy of such list(s) shall be sent to the Association.

c. Any objections to the seniority list, as posted, must be reported to the Office of Human Resources within thirty (30) days from the date posted or the list shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 10, Grievance Procedure, commencing at Step 3 thereof.

B. 1. Layoff shall mean the discontinuance of University employment of a unit member for bona fide financial or program reasons. For purposes of this Article, a unit member with a work year

of less than twelve (12) months shall not be considered to be laid off during the months which are not included within the unit member's work year.

2. In the event of a need for a layoff within any classification in the unit, unit members within that classification in the department or area affected will be laid off according to seniority if all other qualifications are substantially equal. If seniority is not followed, it shall be the responsibility of the University to demonstrate that a substantial difference in qualifications exists. In any event, affected unit members shall receive at least four (4) weeks notice of layoff, not including annual leave or compensatory time. In addition, unit members with five (5) or more years of continuous service shall receive the following additional weeks of severance pay after active employment ceases based on their length of service:

Continuous Years of Service	Weeks of Severance Pay
5 years to 10 years	1 week
10 years to 15 years	2 weeks
15 years to 20 years	4 weeks
20 years +	5 weeks

This section is not applicable to any unit member whose appointment is the result of soft-money funding.

3. An employee who is to be laid off may displace a unit member of equal job status (e.g. full-time regular or part-time regular) or other person within the initial six (6) month period of employment prior to entering the unit at his or her campus in any classification in the unit in which the unit member to be laid off has previously served satisfactorily, provided the unit member to be laid off:

a. can demonstrate to the satisfaction of the University that he or she has the necessary skills and ability that are specific to the operational needs and requirements of the department into which he or she displaces, however, that in either event the displaced person shall have the lowest seniority in his or her classification;

b. has notified the supervisor within one (1) week of receiving a layoff notice of a decision to displace.

4. For unit members employed in the Cooperative Extension the displacement procedures shall be as follows:

a. Any unit member being laid off whose office or work location is located within Penobscot County shall exercise his or her displacement rights within Penobscot County in accordance with the displacement procedures described in Article 22, Section B.3 of the Agreement.

b. Any unit member being laid off whose office or work location is located outside of Penobscot County shall exercise his or her displacement rights within his or her office or work location in accordance with the displacement procedures described in Article 22, Section B.3 of the Agreement. If the unit member to be laid off is the least senior in the classification within the office or at the work location located outside Penobscot County, the unit member may exercise displacement rights if any, within Penobscot County in accordance with the procedures described in Article 22, Section B.3 of the Agreement.

5. The selection and displacement procedure described in paragraphs B.2 and 3 above shall not apply in the event of the cessation of employment of a unit member whose

appointment is the result of soft-money funding, where such cessation is due to discontinuance of funding from the granting agency. No unit member whose appointment is the result of soft money funding shall be displaced by any other unit member exercising displacement rights in Article 22, Section B.3. and 4.

C. Full-time regular and eligible part-time regular unit members who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one (1) year following the effective date of layoff. Unit members who desire to maintain group life and health insurance in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of the layoff.

D. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan for one (1) year following the effective date of layoff, although no additional benefits will be accrued.

E. 1. For two (2) years following the effective date of layoff, a unit member who has been laid off who indicates a desire to be placed on a recall list and who is not otherwise employed in an equivalent University position shall be sent campus position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of his/her current address.

2. Upon application therefor persons on the recall list will be considered to be internal applicants with respect to such vacancies as are described in Article 23, Section B, except that unit members shall be directly recalled to the same position from which they were laid off if it becomes available.

3. A unit member who is reemployed in the same position or an equivalent position within two (2) years of the effective date of layoff shall be placed in the same wage band and step obtained prior to the layoff. A unit member on recall will be invited to interview for a position in the same classification from layoff provided he/she possesses the requisite skills, abilities and qualifications for the posted position.

4. A unit member reemployed in a different position within two (2) years of the effective date of layoff shall be placed in the wage band assigned to the position. Step placement shall be determined by the applicable promotion or non-disciplinary demotion provisions in Article 11.

5. Unit members reemployed within two (2) years of the effective date of layoff shall retain their seniority accumulated prior to the layoff.

F. When a layoff is ordered, the University shall notify the Association and shall make available to the Association all relevant information upon request.

Article 23 - Position Vacancies

A. Whenever a job opening occurs for a position within the clerical, office, laboratory and technical bargaining unit it may be filled by intra departmental promotion, at the discretion of the University. In the event that the University initially elects to limit applicants to persons who are employed within the department, all such eligible persons shall be notified of the existence of the opening and provided with an opportunity to

apply therefor. If a selection to fill the job opening is made through the procedure described in this section, the most qualified applicant shall be selected. In the event that qualifications are substantially equal, the selection shall be based on seniority.

B. 1. After completion of the procedures described in Section A of this Article, any notice of any resulting job opening for a position included or leading to inclusion in the clerical, office, laboratory and technical unit shall be posted at the campus where the vacancy exists. Such posting shall be accomplished by placing notice(s) on bulletin board(s) designated by the University, and/or by written notice to each unit member at the campus where the vacancy exists. Internal applicants shall be interviewed before external applications.

2. The most qualified applicant shall be selected to fill such vacancies. In the event that qualifications are substantially equal, the selection shall be based on seniority.

3. Disputes regarding decisions made under paragraph B.2 of this Article shall be subject to the grievance procedure as defined in Article 10 and shall be reviewed in accordance with the following provisions:

a. "Internal candidate" shall mean any regular University employee at the campus at which the vacancy exists.

b. In the event that no internal candidate is selected, it shall be the responsibility of the University to demonstrate that the successful candidate was more qualified than the internal candidates.

c. If an internal candidate is selected and seniority is not followed, it shall be the responsibility of the University to demonstrate that the successful applicant was more qualified.

C. A unit member who is selected for a job opening under the provisions of this Article shall have no right to apply for other job openings which may arise under this Article in the six (6) month period immediately following his or her selection. An employee in the initial six (6) months of University employment in a unit eligible position may not make application to other posted unit eligible positions until after completion of the probationary period.

Article 24 - Out of Title Work

Whenever a unit member is continuously assigned for a period of at least one (1) work week by supervision to perform the duties of another classification at a higher wage band, the unit member shall be compensated for the period of the assignment at the rate for the higher classification in accordance with Article 11, Section B.

Article 25 - On-Call and Call Back Pay

A. Any unit member who is required by supervision to remain at home for a specified period of time in a duty status, prepared to return to work immediately if contacted, will be paid at the straight time rate for all such on-call hours. Such hours will be considered as hours worked for the computation of overtime pay.

B. 1. Any full-time regular unit member called back by supervision from home without prior notice before or after his or her normal work day, or on days which are not included in his or her normal work schedule, shall be paid at the rate of one and one-half (1 ½) time his or her regular hourly rate of pay for

those hours worked outside the normal work schedule. Time will begin when the unit member leaves home and end when the unit member returns home provided that reasonable travel time is claimed.

2. There shall be a minimum of three (3) hours pay at this rate for such call back. If the call back period overlaps the normal work period, the pay rate and status will revert to straight time at commencement of the unit member's normal reporting time, but the three (3) hour guarantee mentioned above shall prevail in this event.

3. When a unit member is called back to work pursuant to this Article, he or she shall be entitled to claim the three (3) hour guarantee only once for each call back.

Article 26 - Tuition Waiver

A. 1. The University will waive tuition for up to two (2) courses per semester and during the summer not to exceed four (4) credit hours each course for full-time regular unit members. Tuition for one (1) course per semester and during the summer not to exceed four (4) credit hours each course will be waived for part-time regular unit members.

2. Such courses shall be contingent on the availability of space. Space priorities shall be determined in accordance with applicable non-financial admissions criteria. Each campus shall retain the right to designate those non-credit courses to which tuition waiver will not apply. Requests by a unit member to take a course during his or her normally scheduled work hours shall be subject to supervisory approval, which shall not be unreasonably denied.

In the event that approval is granted, the supervisor must make arrangements for the unit member to make up time which was missed from work unless the unit member is approved to take leave without pay or annual leave for this purpose. In the event a unit member is specifically assigned to take a course, released time shall be granted.

3. This benefit shall not be applicable when a unit member is on an unpaid leave of absence for longer than ninety (90) days, layoff except for temporary or seasonal layoff, long term disability or Workers' Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.

B. 1. The spouse or dependent children of full-time regular unit members shall be eligible for a waiver of one-half (½) tuition, provided that the spouse or dependent child is attending the University of Maine System as a full-time student. The spouse or dependent children of part-time regular unit members shall be eligible for a waiver of one-fourth (¼) 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.

2. In no event shall tuition waivers exceed one-half (½) tuition for the spouse or each eligible child of a full-time unit member, or one quarter (¼) for the spouse or dependent child of a part-time unit member.

3. Graduate students, only for purposes of this Article, shall be required to maintain a six (6) credit hour load per semester to be eligible for a waiver of one-half (½) tuition. Eligibility for

this waiver requires matriculation in a degree program and extends only to courses taken as part of an approved program of study for the degree.

4. When an employee with twenty (20) or more years of University service is terminated through participation in the University's long-term disability program or by death, the spouse or dependent children of that employee who are enrolled full-time students participating in a tuition waiver program at the time of the employee's termination or death shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student maintains continuous full-time enrollment or until completion of the requirements for a degree.

Article 27 - Use of Personal Vehicle

Unit members who are authorized by the University to use their personal vehicles for assigned non-campus University business in accordance with University travel policy shall be reimbursed for such use at the rate of twenty-five (25) cents per mile. Reimbursement at this rate shall also be provided to unit members who are authorized by the University to use their personal vehicles for business travel at the University of Maine between the Orono and Bangor campus locations and at the University of Southern Maine between the Portland and Gorham campus locations, where in either event use of available alternate transportation is not required by the University. If during the term of this agreement, the official University mileage rate is increased above this rate, the new rate shall be implemented for unit members.

Article 28 - Bargaining Unit Work

A. The University agrees that it shall not utilize temporary or other non-unit employees in the performance of responsibilities being performed by unit members in order to undermine the bargaining unit.

B. The University shall not utilize any temporary employees in a regular C.O.L.T. unit position for more than one (1) consecutive six (6) month interval unless the employee has been hired to replace a regular employee on an approved leave of absence. The University shall not utilize temporary employees to prevent regular C.O.L.T. unit positions from being filled on a permanent basis.

Article 29 - Non-Discrimination

The University and the Association agree not to discriminate with respect to wages, hours, and working conditions based on race, color, religious creed, national origin, sex, citizenship status, age, disability, veterans status, marital status, or membership or non-membership in the Association.

Article 30 - Personal Work

No unit member shall be required by the University to perform personal services for his/her supervisor or for any other University employee. Personal services are defined as providing support for activities which are unrelated to the supervisor's or employee's University position.

Article 31 - Harassment

A. 1. No unit member shall be subjected to sexual harassment by another University employee.

2. No unit member shall subject another member of the University community to sexual harassment.

B. The University will not establish procedures for the handling of complaints by unit members of sexual harassment which are in conflict with any provision of this agreement, without appropriate prior consultation and negotiation with the Association.

C. No unit member shall be harassed, intimidated or coerced by the University as a result of the appropriate performance of assigned work.

Article 32 - Checkoff and Maintenance of Membership

A. All unit members who regularly work at least twelve (12) hours per week and are not members of the Association shall be required to designate one of the following alternatives:

a) membership in the Association;

b) payment to the Association of a representation fee.

Any person employed by the University who becomes a unit member following the effective date of this agreement, regularly works at least twelve (12) hours per week and is not a member of the Association shall make an election of one of the above-described alternatives within thirty (30) days after becoming a unit member. Each such unit member shall provide the Association and the University written notification

of his or her election. Except as otherwise provided in section B of this Article, unit members shall be bound by their election for the term of this agreement. Failure to meet the obligation set forth in this paragraph shall not result in termination of a unit member. The responsibility for enforcing the obligation in this paragraph rests with the Association.

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

C. Unit members who elect the representation fee, which is for the costs associated with the negotiation and the continued administration of this agreement and the legal requirement that the Association represent all bargaining unit members, shall during the term of this agreement be assessed biweekly at the rate of ninety-five (95) percent of the amount of the annual membership dues divided by twenty-six (26).

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

and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th day of the month following the month in which such deductions have been made.

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 Association 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.

G. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph D.

H. All employees in titles covered by this agreement shall be informed in writing by the University at the time of hire of the existence of this agreement and the obligation of unit members after entering the bargaining unit to either join the Association and pay the membership dues or a representation fee.

I. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to

the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.

J. The Association and the University shall develop appropriate forms to authorize payment of the representation fee.

K. Employees who upon completion of six (6) months of employment will become unit members in accordance with the University of Maine Labor Relations Act may voluntarily become members of the Association and utilize payroll deductions for payment of dues during the six (6) month initial period of employment prior to becoming unit members.

Article 33 - Safety and Health

A. The University shall comply with applicable provisions of federal and state laws in respect to employment safety and health insofar as they pertain to the working conditions of unit members. Recognizing that some jobs are inherently dangerous, no unit member will be required to perform work which exposes the unit member or others to unusual risks or for which the unit member has not received appropriate safety training. Vehicles, machinery and other equipment provided by the University shall be mechanically safe.

B. The University agrees to provide safety goggles, ear guards and/or helmets for use by unit members in any circumstances where the need for such equipment exists. Any unit member who has heretofore purchased marine survival garments for exclusive use in connection with his or her University employment shall be reimbursed for the cost of such purchase upon presentation of adequate documentation of the expense.

C. The University will take reasonable steps to maintain temperatures between 65 and 95 degrees Fahrenheit in indoor office areas during the heating season.

D. The University shall inform unit members of any applicable existing or subsequently established written safety rules by posting such rules on appropriate bulletin boards or by individual notice to unit members where bulletin boards are not available.

E. The University agrees to use the following guidelines for C.O.L.T. unit members assigned to perform work on Video Display Terminals.

1. Pregnant V.D.T. Operators

   Research has not shown any known radiation hazards from VDT's now being manufactured. However, for a pregnant VDT operator, who requests it, every effort shall be made to reassign her to other work or to another position not involving regular VDT use for the duration of her pregnancy. If reassignment is not possible, the unit member shall be eligible for an extended leave of absence as described in Article 18, sections B and C of this agreement. Such a request shall not be unreasonably denied.

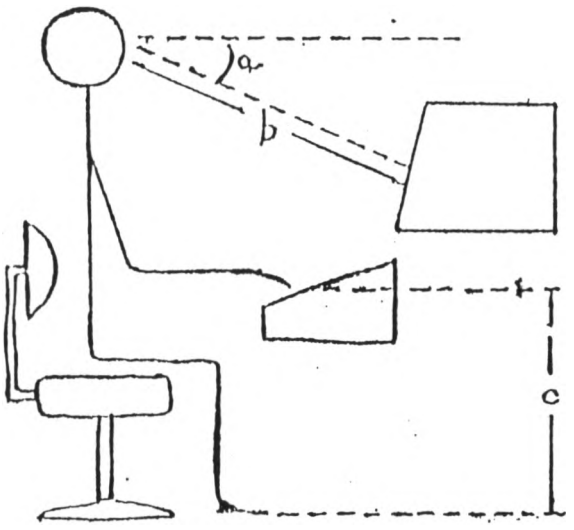
2. Workstation Design

   When the operator is seated at a VDT, the workstation design should satisfy certain physical dimensions. The following dimensions are best for most people (adjustments may be needed for shorter or taller operators):

   a. view angle - 10-20 degrees below horizontal, top edge of screen no higher than eye level

   b. viewing distance - 17-½ - 19-½ inches

c. keyboard height - 29-31 inches at home row keys (see Figure 1)



"FIGURE 1"

3. Lighting and Vision

VDT operation is visually demanding work. In order to reduce the likelihood of eyestrain, headaches, and associated problems, the following are recommended:

a. Terminals should have adjustable brightness and contrast, and good copy/background color and contrast. There should be no visible flicker of characters.

b. Proper lighting can be achieved by:
   -- avoiding overly bright general illumination;
   -- eliminating glare and reflections, by closing window shades or blinds, placing the VDT screen at right angles to windows and light fixtures, using diffused lighting systems;

   -- avoiding large differences in brightness and contrast between written copy, the screen, and the surroundings (walls, desk-tops, etc.) Direct adjustable task lighting may be helpful.

c. Periods of non-VDT time shall be included in the daily work schedule by performing other duties to prevent potential eyestrain, muscle aches, and psychological distress.

4. The University and the Association agree to monitor VDT experience within and outside of the University and inform one another of any substantial changes in research or technology as they may occur.

F. The University may adopt policies relating to the regulation of smoking in the workplace by unit members. The Chief Administrative Officer or designee shall consult with a designated campus Association representative prior to implementation of a change in a campus-wide smoking policy. Such policies shall not conflict with state laws or regulations. Other important features include: detachable keyboard, adjustable chair, and adjustable table height. Screen tilt and document holder are also highly desirable. It is important that attention be given to the workstation to insure safe and comfortable conditions for the operator.

Article 34 - Parking Fees

Parking fees which are charged to unit members may be established or increased by the University, but the amount of such fees may not exceed the following amounts for each year of this Agreement:

1989/90 fees currently charged
1990/91 $15.00
1991/92 $25.00

Article 35 - Classification Program

In accordance with recommendations of the Joint Study Committee on a Revised Classification Program the University shall develop an

on-going, systematic program to review classifications on a periodic basis. No later than July 1 , 1990, the University shall present the plan to the Association for review and comment. Any changes in the Classification Program effecting wages, hours, and working conditions shall be negotiated with the Association. At the completion of each classification review the University shall present the results to the Association for review and comment.

Article 36 - No Strike or Lockout

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

Article 37 - Separability

A. In the event that any provision of this agreement is found to be in conflict with any state, federal, or other applicable law, such law(s) shall prevail and such provision of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request by either party.

Article 38 - Conditions of Agreement

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

(1) The tentative agreement is approved by the Board of Trustees of the University of Maine System; and

(2) The tentative agreement is ratified by the bargaining unit membership of the Associated C.O.L.T. Staff of the University of Maine System MTA/NEA.

Article 39 - Duration

A. The provisions of this agreement shall be effective as of the date of its execution or July 1, 1995, whichever comes later unless otherwise specified herein and shall continue in full force and effect until and including June 30, 1997 .

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

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

In witness whereof, the parties hereto have caused this Agreement to be executed this 30th day of April, 1996 as indicated below.

For the
University of Maine System

Terrence J. MacTaggart
Samuel J. D'Amico
David Lane
Joyce Rumery
Elizabeth Trefethen
Jerry Blazek

For the Associated C.O.L.T.
Staff Association of the
University of Maine System,
MTA/NEA

Rolf Tallberg
Margo Lister
Nancy Smith
Linda Reed
Ann Yandian
Julia Reidy
Sandra Yeaton

CLASSIFIED EMPLOYEE PERFORMANCE REVIEW
EXPLANATION OF RATING FACTORS

Factor I: Quality of Work

1. Often makes mistakes. Work usually unsatisfactory.
2. Usually makes a passable quality level.
3. Maintains a good quality level on routine duties. Makes few errors.
4. Usually produces high quality work.
5. Consistently produces very high quality work.

Factor II: Knowledge of Work

1. Lacks knowledge of basic aspects of this duty.
2. Knows only the very routine aspects of this duty.
3. Knows all routine aspects with some knowledge of the more complex aspects.
4. Has extensive knowledge of routine and complex aspects of this duty.
5. Has mastered all aspects with extensive ability to interrelate with other duties.

Factor III: General Performance Qualities

Rate as: U=Unsatisfactory; M=Marginal; S=Satisfactory; V=Very Good; O=Outstanding

1. How well are instructions understood?
2. How well does the employee get along with others?
3. Safety (Consider attitude, work record and willingness to accept safe practices.)
4. Orderliness (Consider employee's management of work area.)
5. Attendance (Consider all absences and tardiness, excused and unexcused.)
6. Judgment (Consider appropriateness and consequences of decisions made.)
7. Communications facility (Consider ability to accomplish objectives through oral and written communication.)
8. Output (Consider quality of work produced relative to workload.)

UNIVERSITY OF MAINE SYSTEM

CLERICAL, OFFICE, LABORATORY AND TECHNICAL UNIT

STEP 1 GRIEVANCE FORM

Grievant: _____ Date: _____

CAMPUS: _____ MTA Grievance Representative: _____

Department: _____ Mailing Address: _____

Mailing Address: _____ _____

_____ _____

Article(s) and Section(s) of Agreement violated: _____

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

Redress sought:

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

☐ MTA ☐ Myself

MTA grievance representative's signature _____
(If MTA is representing the grievant, an MTA representative must sign here).

This grievance was filed with the office of _____ on _____

by (check one) ☐ mail or ☐ personal delivery

Signature of Grievant _____

Date Received: _____ By _____ Grievance Number: _____

DISTRIBUTION	ORIGINAL	1ST COPY	2ND COPY
Step 1	Designated Administrator	Grievant	Campus Grievance Representative or MTA (Bangor)

UNIVERSITY OF MAINE SYSTEM
CLERICAL, OFFICE, LABORATORY AND TECHNICAL UNIT
GRIEVANCE DECISION REVIEW FORM

TO: _____ DATE: _____

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

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

on by: (check one) mail or personal delivery

MTA grievance representative's signature _____

(If MTA is representing the grievant or if a Step 3 grievance, an MTA representative must sign.)

_____ _____

Name of Grievant Signature of Grievant

Date Received _____ By _____ Grievance No. _____

DISTRIBUTION	ORIGINAL	1st COPY	2nd COPY
Step 2	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Representative or MTA
Step 3	Chancellor or Designee	Campus Grievance File	MTA

UNIVERSITY OF MAINE SYSTEM
CLERICAL, OFFICE, LABORATORY AND TECHNICAL COMPENSATION SCHEDULE
FY97 WAGE SCHEDULE
RATES BASED ON A 40 HOUR WORK WEEK
EFFECTIVE JULY 1, 1996 - JUNE 30, 1997

WAGE BAND	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
03	HOURLY	6.43	6.57	6.93	7.28	7.66	7.97	8.33
	BIWEEKLY	514.40	525.60	554.40	582.40	612.80	637.60	666.40
	ANNUALLY	13,374.40	13,665.60	14,414.40	15,142.40	15,932.80	16,577.60	17,326.40
04	HOURLY	6.52	6.76	7.14	7.47	7.86	8.17	8.68
	BIWEEKLY	521.60	540.80	571.20	597.60	628.80	653.60	694.40
	ANNUALLY	13,561.60	14,060.80	14,851.20	15,537.60	16,348.80	16,993.60	18,054.40
05	HOURLY	6.67	6.94	7.31	7.62	8.05	8.37	8.91
	BIWEEKLY	533.60	555.20	584.80	609.60	644.00	669.60	712.80
	ANNUALLY	13,873.60	14,435.20	15,204.80	15,849.60	16,744.00	17,409.60	18,532.80
06	HOURLY	6.83	7.13	7.50	7.81	8.28	8.61	9.14
	BIWEEKLY	546.40	570.40	600.00	624.80	662.40	688.80	731.20
	ANNUALLY	14,206.40	14,830.40	15,600.00	16,244.80	17,222.40	17,908.80	19,011.20
07	HOURLY	7.01	7.34	7.72	8.03	8.48	8.82	9.38
	BIWEEKLY	560.80	587.20	617.60	642.40	678.40	705.60	750.40
	ANNUALLY	14,580.80	15,267.20	16,057.60	16,702.40	17,638.40	18,345.60	19,510.40
08	HOURLY	7.24	7.54	7.94	8.24	8.76	9.11	9.64
	BIWEEKLY	579.20	603.20	635.20	659.20	700.80	728.80	771.20
	ANNUALLY	15,059.20	15,683.20	16,515.20	17,139.20	18,220.80	18,948.80	20,051.20
09	HOURLY	7.36	7.69	8.09	8.42	8.92	9.28	9.84
	BIWEEKLY	588.80	615.20	647.20	673.60	713.60	742.40	787.20
	ANNUALLY	15,308.80	15,995.20	16,827.20	17,513.60	18,553.60	19,302.40	20,467.20
10	HOURLY	7.57	7.80	8.28	8.63	9.18	9.55	10.15
	BIWEEKLY	605.60	624.00	662.40	690.40	734.40	764.00	812.00
	ANNUALLY	15,745.60	16,224.00	17,222.40	17,950.40	19,094.40	19,864.00	21,112.00
11	HOURLY	7.70	8.06	8.51	8.89	9.37	9.74	10.39
	BIWEEKLY	616.00	644.80	680.80	711.20	749.60	779.20	831.20
	ANNUALLY	16,016.00	16,764.80	17,700.80	18,491.20	19,489.60	20,259.20	21,611.20
12	HOURLY	7.94	8.28	8.76	9.09	9.66	10.05	10.64
	BIWEEKLY	635.20	662.40	700.80	727.20	772.80	804.00	851.20
	ANNUALLY	16,515.20	17,222.40	18,220.80	18,907.20	20,092.80	20,904.00	22,131.20

OHR
7/2/96

COLT WAGE SCHEDULE
FY97

WAGE BAND	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
13	HOURLY	8.12	8.47	8.90	9.28	9.85	10.24	10.90
	BIWEEKLY	649.60	677.60	712.00	742.40	788.00	819.20	872.00
	ANNUALLY	16,889.60	17,617.60	18,512.00	19,302.40	20,488.00	21,299.20	22,672.00
14	HOURLY	8.31	8.67	9.17	9.56	10.14	10.55	11.25
	BIWEEKLY	664.80	693.60	733.60	764.80	811.20	844.00	900.00
	ANNUALLY	17,284.80	18,033.60	19,073.60	19,884.80	21,091.20	21,944.00	23,400.00
15	HOURLY	8.56	8.91	9.41	9.83	10.40	10.82	11.56
	BIWEEKLY	684.80	712.80	752.80	786.40	832.00	865.60	924.80
	ANNUALLY	17,804.80	18,532.80	19,572.80	20,446.40	21,632.00	22,505.60	24,044.80
16	HOURLY	8.72	9.14	9.63	10.04	10.66	11.09	11.82
	BIWEEKLY	697.60	731.20	770.40	803.20	852.80	887.20	945.60
	ANNUALLY	18,137.60	19,011.20	20,030.40	20,883.20	22,172.80	23,067.20	24,585.60
17	HOURLY	8.96	9.38	9.91	10.36	10.99	11.43	12.20
	BIWEEKLY	716.80	750.40	792.80	828.80	879.20	914.40	976.00
	ANNUALLY	18,636.80	19,510.40	20,612.80	21,548.80	22,859.20	23,774.40	25,376.00
18	HOURLY	9.19	9.63	10.14	10.60	11.27	11.72	12.54
	BIWEEKLY	735.20	770.40	811.20	848.00	901.60	937.60	1,003.20
	ANNUALLY	19,115.20	20,030.40	21,091.20	22,048.00	23,441.60	24,377.60	26,083.20
19	HOURLY	9.37	9.81	10.36	10.82	11.54	12.00	12.83
	BIWEEKLY	749.60	784.80	828.80	865.60	923.20	960.00	1,026.40
	ANNUALLY	19,489.60	20,404.80	21,548.80	22,505.60	24,003.20	24,960.00	26,686.40
20	HOURLY	9.70	10.08	10.67	11.15	11.91	12.39	13.18
	BIWEEKLY	776.00	806.40	853.60	892.00	952.80	991.20	1,054.40
	ANNUALLY	20,176.00	20,966.40	22,193.60	23,192.00	24,772.80	25,771.20	27,414.40
21	HOURLY	9.82	10.33	10.87	11.36	12.17	12.66	13.57
	BIWEEKLY	785.60	826.40	869.60	908.80	973.60	1,012.80	1,085.60
	ANNUALLY	20,425.60	21,486.40	22,609.60	23,628.80	25,313.60	26,332.80	28,225.60
22	HOURLY	10.10	10.56	11.17	11.73	12.49	12.99	13.94
	BIWEEKLY	808.00	844.80	893.60	938.40	999.20	1,039.20	1,115.20
	ANNUALLY	21,008.00	21,964.80	23,233.60	24,398.40	25,979.20	27,019.20	28,995.20
23	HOURLY	10.35	10.83	11.48	12.04	12.84	13.35	14.33
	BIWEEKLY	828.00	866.40	918.40	963.20	1,027.20	1,068.00	1,146.40
	ANNUALLY	21,528.00	22,526.40	23,878.40	25,043.20	26,707.20	27,768.00	29,806.40

OHR.
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