

AGREEMENT

Between

THE MAINE MARITIME ACADEMY

And

THE MAINE STATE EMPLOYEES ASSOCIATION
LOCAL 1989, SEIU, AFL-CIO, CLC

SUPERVISORY

BARGAINING UNIT

July 1, 2015 – June 30, 2018

Supervisory Bargaining Unit

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ARTICLE I

RECOGNITION

- A. The Board of Trustees of the Maine Maritime Academy (hereafter the Board) recognizes the Maine State Employees Association (hereafter the Association) as the sole and exclusive bargaining agent for Maine Maritime Academy employees, as defined in the University of Maine Labor Relations Act, 26 M.R.S.A. ss 1021, et seq., as the Supervisory employee bargaining unit. Supervisory Unit members are Maine Maritime Academy Employees in titles or positions included in Supervisory bargaining unit as a result of petition to and approval by the Maine Labor Relations Board. For this purpose, persons having full-time or part-time appointments in a unit title for a single appointment period of more than six (6) months or for consecutive appointment periods totaling more than six (6) months will be considered unit members following completion of six (6) months of continuous service. Part-time employees are employees working less than the standard time period but on regularly scheduled hours. Students working part-time at the Academy are not unit members.
- B. The parties agree that during the term of this Agreement in the event new titles are created which may result in additions to or exclusions from the bargaining unit, the Academy shall inform the Association and Unit Steward regarding such new titles as they are created. The parties will discuss and attempt to reach agreement regarding, the appropriate unit placement of such new titles and of existing titles when changes in the job descriptions occur which may result in additions to or exclusions from the bargaining unit.
- 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. If the parties disagree on the placement of a title and the final determination places the title in this bargaining unit, the individual affected shall be entitled to applicable salary and fringe benefits contained in this agreement retroactive to the effective date of change.

ARTICLE 2

MANAGEMENT RIGHTS

- A. The Board and the Supervisory Unit agree to maintain the academic character of Maine Maritime Academy (hereafter Academy) as an institution of higher education.
- B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the bylaws of the Board, including the Board's right to alter or waive existing bylaws or policies in accordance with the procedures specified in the bylaws shall remain vested in the Board and in said officers and agents except as expressly modified by this Agreement.

- C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the bylaws of the Board to the entities and bodies within the internal structure of the Academy so long as such rights are not in conflict with an expressed provision of this Agreement.
- D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matter. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine Labor Relations Act for unit members.
- E. Except as otherwise specifically provided in this agreement, all rights, powers or authority possessed by the Academy prior to the execution of this 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 Academy.

ARTICLE 3 ASSOCIATION RIGHTS

- A.
 - (1) Duly designated staff representatives of the Association shall be permitted on Academy 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 Academy.
 - (2) The Association shall be allowed reasonable use of the Academy mail system.
 - (3) The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process.
 - (4) The Association shall have access to the use of available campus office equipment at reasonable times.
 - (5) The Academy shall allow at no cost to the Association the listing of a designated phone number for the Association in the Academy directory.
 - (6) 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 materials.
 - (7) Within the first seven (7) days of February and October of each year and at no cost to the Association, the Academy shall supply the Association and Unit Steward with a listing to include the names, addresses, salaries, wage grades and steps, titles, current appointment dates, job status (i.e. part-time or full-time), length of work year, and type of work schedule of all unit members and employees who, upon completion of their six (6) months exclusionary period, will be unit members.

- (8) The Academy shall supply the Association and Unit Steward with all public agendas, minutes and reports of the Board of Trustees. Agendas will be available at the office of the President two (2) days before the scheduled meetings. Minutes of the Trustees' Meetings will be made available within thirty (30) days after the meeting, to the Association and Unit Steward.
- (9) 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 in the amount required of other campus organizations. Use of the Academy's equipment and facilities are subject to availability and such use shall not interfere with Academy activities or business.
- (10) A lockable office shall be provided to the Association on the campus, at no cost to the Association provided, however, that upon sixty (60) days' advance notice the Academy may for good and legitimate reasons, reclaim for the Academy use of the office space used by the Association and the Academy will provide alternate free office space for the Association to use on campus.
- (11) The Academy shall provide each newly hired employee with an Association furnished membership packet along with other orientation materials which are regularly provided to new employees. The Association shall be solely responsible for the material contained in such packets. Any questions concerning the contents of these packets or Association programs shall be referred to the Association. The Association shall supply the packets to the points of distribution.
- (12) The Association has the right to meet with new employees for up to two (2) hours for employee orientation within the first six (6) months of hire. Unit officers and new employees will be granted administrative leave with pay to attend such meetings. The Unit Steward or designee shall have administrative leave to attend all Trustee meetings.

B.

- (1) The Academy shall permit a reasonable number of unit members, not to exceed three (3), to participate as members of the Association's bargaining team in collective bargaining negotiations between that unit and the Academy. Participation of authorized unit members in negotiations shall be without loss of pay for any time spent in negotiations during regular work hours. The association, at the time that such negotiations are initially requested, shall inform the Academy in writing of the names of members designated to participate in negotiations. Adequate notice of the date and time of such negotiations will be given by the unit member to the unit member's supervisor.
- (2)
 - (a) The Association may designate one (1) steward and one (1) alternate.
 - (b) The stewards, during their working hours in accordance with the terms of this Article, may process and handle grievances without loss of pay or benefits. Stewards shall provide the Academy with a monthly report setting forth the number of paid hours stewards expend on such activities during the month.

- (c) The Association shall furnish the Academy with the name of its stewards and shall promptly notify the Academy in writing of any changes therein.
- (3) Officers of the Association shall be granted leave without pay to attend hearings in legal proceedings related to their bargaining unit responsibility provided that adequate notice is granted to the Academy. The stewards and delegates shall be granted administrative leave up to a total of four (4) 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 Director of Human Resources.
- (4) Upon request and supervisory approval, the Steward of the Supervisory Unit of the Maine Maritime Academy shall be permitted to perform the business of that office, not to exceed a total of eighty (80) working hours per fiscal year for both officers. The Academy shall be required to pay unit members for time spent in performing the business of that office. 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 Academy's Director of Human Resources as it is used.
- (5) 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 Whenever release 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.

For the purposes of this Article, administrative leave shall mean time off without loss of pay.

ARTICLE 4 PERSONNEL FILE

- A. The Academy shall maintain, for official Academy purposes, one (1) personnel file for each unit member. This file shall be kept in hard copy format in the office of the Director of Human Resources under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, and other appropriate material relating to the unit member's employment.
- B. Unit members shall be sent a copy of all material henceforth placed in the file at the same time as it is 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 file material.
- C. Unit members shall have the right to examine their file in the presence of the Director of Human Resources, or that individual's designee 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. Access

shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.

- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including any relevant professional accomplishments.
- E. A unit member may indicate in writing to the Director of Human Resources those materials which the unit member considers inappropriate to be retained.
- F. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations regarding a specific personnel action by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific action. A unit member, and/or the Association, upon written authorization of a unit member shall have the right to inspect and, upon written request, 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 Academy.
- G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.
- H. The Association or duly designated representative shall have access to a unit member's personnel file providing written authorization has been granted by the unit member to the Director of Human Resources. The Association or the duly designated representative(s) shall be subject to the same rules on access and copying that are applicable to the unit member.
- I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative whether or not the representative is acting within the scope of his/her authority, for information contained in the personnel file.
- J. If the Association requests material relevant to a grievance that did not accompany the Grievance, the Academy will make a reasonable effort to provide relevant material that is in its possession unless provision of such material is deemed by the Academy to be in violation of its responsibility under 1 MRSA §401-410.

ARTICLE 5

APPOINTMENT, REAPPOINTMENT AND NON-REAPPOINTMENT

A. Appointment

Individuals appointed to positions which under the University of Maine Labor Relations Act would result in the bargaining unit status shall be given an appointment which includes a probationary period.

B. Probationary Period

- (1) Each new employee shall be required to serve an initial probationary period. The length of such probationary period shall be six (6) months. The length of the probationary period in the case of an appointment which is the result of soft money funding shall be six (6) months as specified in Article 9, Soft Money.
- (2) During the probationary period, the employee shall be evaluated in writing. A decision to terminate a probationary unit member for unsatisfactory job performance shall be supported by an unsatisfactory evaluation, and the probationary period may be extended for one six (6) month period.
- (3) A unit member shall be given prior written notice that his/her employment will be discontinued within the probationary period, or that he/she will not be re-appointed beyond the probationary period. Such notice shall not be required in the event of the termination of a unit member for just cause during the probationary period, the expiration of a non-renewable fixed length appointment, or the cessation of funding in the case of a unit member with a soft money appointment.

C. Reappointment

Except for unit members with soft money or non-renewable fixed length appointments, unit members who are re-appointed beyond the probationary period shall receive a continuing appointment. Unit members with soft money or nonrenewable fixed length appointment shall not be eligible for continuing appointment status.

D. Information to be provided to all unit members

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

- (1) the unit member's job description;
- (2) the unit member's work schedule;
- (3) fringe benefits.

E. Appointment Status

- (1) "Probationary appointment" shall mean an appointment which is without continuing appointment status and which is neither a soft money nor nonrenewable fixed length appointment. Probationary appointees may be removed subject to the provisions of this Article; Article 6, Job Openings and Promotions; Article 7, Discipline; or they may leave employment by resignation or retirement.

- (2) "Continuing appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 7, Discipline, or Article 8, Seniority, Layoff and Recall, or by resignation or retirement.
- (3) "Soft money appointment" shall mean an appointment which is the result of external funding from agencies, institutes or organizations. Soft Money positions shall include a probationary period, which shall be in accordance with Section B of this Article. A unit member with a soft money appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding except as provided in Article 9, Soft Money.
- (4) "Non-renewable fixed length appointment" shall mean an appointment which is for a specified duration which shall not exceed two (2) years. Nonrenewable fixed length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and Academy.

Non-renewable fixed length appointments shall be used only for employees in classifications where such appointments have previously been used, and other similar circumstances. Non-renewable fixed length appointments shall include a probationary period in accordance with Section B of this Article.

ARTICLE 6

JOB OPENINGS AND PROMOTIONS

- A. Whenever a job opening occurs for a position within this Supervisory Unit, it shall be opened first to either departmental transfer, promotion, or voluntary demotion, at the discretion of the Academy. All such eligible persons shall be notified of the existence of the opening and provided with an opportunity to apply therefore. When a selection to fill the job opening is made through the procedure described in this section, the most qualified applicant shall be selected. All internal applicants who meet minimum posted qualifications and submit an application will receive an interview. Length of service is important for any position and will be given appropriate consideration by the Academy along with qualifications for the position.
- 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 Supervisory Unit shall be communicated. Such communication shall contain position title, job description in brief, the location/department or general work area of the position, and the pay range which is assigned to it and shall be accomplished by one of the following means:
 - (a) placing notice(s) on bulletin board(s) designated by the Academy,
 - (b) advertisement on the campus webpage, or

(c) by written notice to each unit member no less than seven (7) days prior to consideration of applicants.

(2) The most qualified applicant shall be selected to fill such vacancies.

(3) A copy of job opening notices shall be promptly furnished to the Association and Unit stewards.

(4) All candidates must complete a formal MMA application, and submit the completed application to the MMA Human Resources Department.

C. Applicants selected for appointment to a position in the Supervisory unit will generally be placed at “step A” of the applicable wage grade however, in documented exceptional circumstances, an appointing authority may recommend initial placement at up to step “D”. Decisions regarding such recommendations will be the purview of the Vice President of Administration (or designee). The Unit Steward will be notified when any applicant is initially placed above “step A”.

ARTICLE 7

DISCIPLINE

A. The Academy shall not discipline, suspend without pay, or discharge any unit member without just cause. Just cause will include, but not be limited to the following:

(1) Sexual harassment.

(2) Being under the influence of or using intoxicants, mind altering or otherwise illegal drugs while on duty.

(3) Intentional falsification of Academy records.

(4) Theft.

(5) Sale of intoxicants, mind altering or otherwise illegal drugs on Academy premises.

(6) Failure to report to work or call in within twenty four (24) hours of an employee’s scheduled work time (unless there are extenuating circumstances).

(7) In the case of A (1-6) above, the degree of discipline imposed by the Academy shall not be subject to grievance or arbitration.

(8) Prior to discipline under A (2) above, the Academy, in consultation with the Association, shall exercise its best efforts to direct the affected unit member to an appropriate assistance program.

- 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 Academy records, of the discharge or suspension and the reasons there for.
- C. A Unit member who is otherwise disciplined shall be given prompt written notice of the action taken and the reasons therefore. All disciplines will be documented in the employee's personnel file.
- D. The Field Representative and Supervisory Unit Stewards shall be given prompt written notice of the discharge, suspension, or discipline of any unit member.
- E. A unit member may be placed on administrative leave with pay in order to conduct an investigation which may result in termination, suspension without pay or discipline. The unit member may be represented by an Association representative who shall receive copies of any correspondence to the unit member regarding the investigation.
- F. The Academy agrees that it will follow the principle of progressive discipline for minor offenses prior to effecting a discharge or suspension without pay of a unit member. Counseling, while encouraged, is not part of the discipline process. For purposes of this Article, progressive discipline shall be defined as:
 - 1. oral warning
 - 2. written warning
 - 3. suspension without pay
 - 4. discharge
- G. Notice of minor discipline (an Oral and Written Warnings) shall remain in effect for a period of not more than one (1) year from the date of the occurrence upon which a complaint and warning is based, provided that the unit member has received no other related disciplines during such period. Records of suspensions shall remain in effect for a period of not more than two (2) years from the date of the occurrence. Supervisory commendations and employee rebuttals may be placed in a Unit member's personnel file for a like period.
- H. Any unit member discharged must be paid in full for all wages owed him or her by the Academy, including unused vacation leave up to the maximum permissible payout and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.
- I. Coast Guard License Suspension
 - An Academy employee whose license has been suspended by the U.S. Coast Guard for an incident that is not drug or alcohol related will be retained at the employee's current salary, subject to possible reassignment of duties, pending the result of the Coast Guard investigation or for a period not to exceed one (1) year.

ARTICLE 8
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 Academy. 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

(2)

(a) Within thirty (30) days of the execution of this Agreement, the Academy shall establish a seniority list by department and job classification, 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 MSEA office in Augusta.

(c) Any objections to the seniority list, as posted, must be reported to the Director 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.

B.

Layoff shall mean the discontinuance of Academy 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.

C.

Unit members with continuing appointments with less than five (5) years service shall receive at least three (3) months notice of layoff in writing or two (2) months pay in lieu of notice. Unit members with continuing appointments with five (5) or more years of service shall receive at least four (4) months notice of layoff or three (3) months pay in lieu of notice. One week of additional severance pay will be received by unit members with continuing appointments for each year or partial year of Academy service. The entitled weeks of layoff and severance pay will be paid at the biweekly pay period until the obligation of the Academy has been discharged. If the unit member is re-employed by the Academy during the layoff and severance pay period, remuneration under this Article shall be reduced by the amount of salary paid in the position in which re-employed.

D.

Full-time regular and eligible part-time regular unit members who have been laid off shall be eligible to participate at their cost in Academy group health and dental insurance for eighteen (18) months or such other period as stipulated by applicable Federal or State law,

following the effective date of layoff. Unit members who desire to maintain health and dental insurance in accordance with this Article must so notify the State upon receipt of COBRA notification as explained therein. If such information is not included in the COBRA notification, or if an employee does not receive a COBRA notification, the employee should contact the Human Resources Department at the Academy.

E.

- (1) For one (1) year following the effective date of layoff, a unit member who has been laid off shall be placed on a recall list and shall be sent campus position vacancy announcements. For this purpose, it shall be the unit member's responsibility to keep the Academy advised of his/her current address and personal email address.
- (2) A unit member who is re-employed in the same position or an equivalent position within one (1) year of the effective date of layoff shall be placed in the same wage grade and step obtained prior to the layoff.
- (3) Unit members re-employed within one (1) year of the effective date of layoff shall retain their seniority accumulated prior to the layoff.

F.

When a layoff is ordered, the Academy shall notify the MSEA Augusta office and shall make available to the Association all relevant information upon request.

ARTICLE 9 SOFT MONEY

- (1) New employees with soft money appointment shall be required to serve an initial probationary period which shall be six (6) months in length. Employment thereafter shall be contingent on continued funding from the granting agency for the position except as described in Section A.2. Written notice of cessation of employment as a result of discontinuation of funding from the granting agency shall be given as soon as possible to the unit member and to the Association.
- (2)
 - (a) In the event that bona fide financial or programmatic reasons exist for the discontinuance of a unit member with a soft money appointment, the Academy may designate a unit within which such discontinuance may occur.
 - (b) Unit members within the designated unit shall be grouped into the following categories:
 - (i) unit members within a probationary period;
 - (ii) unit members beyond a probationary period with less than five (5) years of relevant Academy service;

(iii) unit members beyond a probationary period with at least five (5) years of relevant Academy service.

(c) Unit members who occupy a position which will be eliminated within the designated unit shall be retained in another position within the designated unit which will not be eliminated provided that:

(i) the position to be retained is occupied by a unit member in a lower category; and who holds a soft money appointment.

(ii) retention of employment shall be in that position, if any, which is occupied by a person in the lowest category in the designate unit for which the unit member possesses skills, training, and qualifications which are at least substantially equal to those of the incumbent.

B.

(1) A unit member with a soft money appointment who has completed the probationary period for the position and whose employment ceases pursuant to Section A of this Article shall be eligible to participate at his/her cost in Academy group health and dental insurance for the time specified by applicable Federal and State laws, following the effective date of cessation of employment. If the unit member is recalled within three (3) months the Academy shall reimburse the unit member for the Academy's share of the premium payment.

(2) Unit members recalled after such cessation for employment shall not be considered to have suffered a break in service for purposes of seniority and sabbatical eligibility.

C.

(1) For two (2) years following the effective date of cessation of employment, such unit member who indicates a desire to be placed on a recall list, and who is not otherwise employed in an equivalent full-time Academy position, shall be offered re-employment in the same position in which previously employed at the time of cessation of employment should an opportunity for such re-employment arise. The unit member shall receive the same salary which was received at the time of cessation of employment plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement.

(2) For two (2) years following the effective date of cessation of employment, all persons on the recall list shall regularly be sent Academy position vacancy announcements in the unit for any other positions which result after completion of the procedures described in Article 6, Job Openings and Promotions, Section B.1.

(a) For this purpose, it shall be the unit member's responsibility to keep the Academy advised of the unit member's current address.

- (b) Upon application, persons on the recall list shall be offered the position in which previously employed at the time of layoff should an opportunity for such re-employment arise.
- (3) Any offer of appropriate re-employment pursuant to this Article must be accepted within ten (10) work days after the date the offer is received. In the event such offer of re-employment is not accepted, the unit member shall receive no further consideration pursuant to this Article. The Association is not barred from grieving this section.
- D. Unit members who desire to receive Academy health and dental insurance and/or to be placed on a recall list in accordance with this Article must so notify the Academy in writing by no later than twenty (20) work days after the effective date of cessation of employment. The Academy will inform unit members in writing prior to the effective date of cessation of employment of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.
- E. The Academy shall establish a recall list and promptly supply the Association with the list and any subsequent changes in said list.
- F. For purposes of the Article, the term "Soft Money" is defined as sources of temporary funds from federal or state grants, foundation awards, or privately funded projects, as distinguished from student tuition and state and federal funds appropriated for the general operation of the Academy. Usually, "Soft Money" accounts are for specific projects of up to one year duration. If renewable the grant or award is subject to approval through a reapplication or negotiation process.

ARTICLE 10

POSITION REVIEW AND RECLASSIFICATION PROCEDURES

- A. Any complaint that a unit member, as a result of an assignment or assignments by supervision, is assigned responsibilities which are significantly different from the level of those outlined in the official job description for the unit member's classification without appropriate compensation in accordance with applicable policies shall be subject to the Reclassification Appeal Procedure. If the assignment is of a permanent nature, the remedy shall be reclassification of the unit member's position to another classification or reclassification to a newly created classification and assignment of the new classification to the most appropriate wage grade on the wage scale. Employees in positions which are reclassified to a higher wage grade shall be paid as if promoted. No employee shall suffer a loss of pay as a result of a reclassification.
- B. Reclassification Procedure:

An employee may request a reclassification by submitting a completed Reclassification Request form to the Director of Human Resources and the MSEA Field Representative

simultaneously. The Director of Human Resources shall respond to the employee by written determination within thirty (30) days of the receipt of the request. After the thirty (30) day period the Association may submit the matter to the reclassification arbitrator for a final and binding decision.

1. Whenever a unit member is temporarily assigned to a position in a higher wage grade for a period of five (5) or more days, the unit member shall be paid for the period of the assignment, as if he/she had been promoted to the higher paying job. This provision shall not be used in lieu of a reclassification.

ARTICLE 11

WORK YEAR - WORK WEEK

A. Work Year

The work year for each unit member shall be for the number of months specified by the Academy and shall include vacation leave and holidays as specified in Article 16, Leaves. The Academy shall notify a unit member of his/her work year in the letter of appointment.

B. Work Week

- (1) It is the responsibility of the Academy to assign and schedule the work of unit members to provide services to the various segments of the Academy community and meet other academy objectives.
- (2) Each unit member shall be assigned by the Academy to a flexible (salaried) work schedule. The work of unit members is not measured in a fixed number of hours per week.
- (3) 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.

- C. Nothing in this Article shall prohibit the Academy from maintaining, establishing or altering procedures to record the hours worked by unit members.

ARTICLE 12

GRIEVANCE PROCEDURES

The Association and the Academy 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 Academy 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 Academy 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 Academy holidays, as described in Article 16, Leaves.

B. Informal Procedure: Step 1

A complaint must be presented informally to the administrator whose decision or action is being contested. This shall not be mandatory in cases of sexual harassment. Complaints shall be brought to the administrator's attention within ten (10) days of act or omission complained of.

C. Formal Procedure:

Step 2: In the event satisfactory resolution is not achieved through informal discussion, within ten (10) days following Step 1, the Association may forward to the Human Resources Department Head a written grievance form, written statements and any other documentation. The Human Resources Officer will respond in writing within twenty (20) days following the meeting referenced in paragraph E(6) below.

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association, within ten (10) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the President or his or her designee the written grievance form, written statements as to why the resolution is not satisfactory, and any other documentation. The President or his or her designee shall answer in writing within ten (10) days following a meeting with the President or his designee. The union must respond to that answer within ten (10) days with a written statement why the resolution was unsatisfactory. If the union fails to answer within ten (10) days, the grievance shall be considered satisfactorily resolved.

Step 4: In the event a grievance is not satisfactorily resolved at Step 3 the grievance may be sent through mediation. A mediator will be agreed upon by both parties, or both parties may agree to waive the step.

Arbitration: If the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the President or his or her designee within twenty (20) days after the receipt of the President's decision. The parties

shall confer within ten (10) days to select an arbitrator. 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 procedure, rules and regulations of that Association.

- (a) 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.
- (b) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the Academy, the Association and any and all affected unit members.
- (c) An arbitrator may, through an award, make the grievant(s) whole where appropriate to remedy a violation of the Agreement but the arbitrator may not award other monetary damages or penalties.
- (d) If a unit member is re-appointed at the direction of an arbitrator, the chief administrative officer may reassign the unit member during such reappointment to some mutually agreed upon assignment.

D. Duplicate Proceedings:

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

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

- (1) No reprisals shall be taken by either the grievant, Association, or the Academy against any participant in the grievance procedure by reasons of such participation.
- (2) A unit member may be represented at any level of the grievance procedure by an Association designated representative, or professional staff or counsel of the Maine State Employees Association.
- (3) When a unit member is not represented by the Association, the Association shall have the right and reasonable opportunity to be present at any meeting between the grievant and the Academy 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 A) and any subsequent review (Appendix B) shall be prepared by the Academy and supplied to unit members and the association.
- (6) In all grievances, the grievance designees for the Association and the Academy, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. This meeting shall occur within thirty (30) days following the Step 2 and Step 3 filings in Section C above, unless the parties mutually agree to another date. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the Academy 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 the grievant and his/her designated representatives.
- (7) In the event that a grievance is not timely answered by the Academy 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 Academy and the Association. Such shared cost shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
- (9) The Academy shall promptly forward to the Association and stewards, 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 shall constitute a precedent for any purpose unless agreed to in writing by the President or his/her 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 Academy 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 President and his/her 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 Academy receives from the Association notice of its intent to proceed to arbitration, except

where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

ARTICLE 13

MAINTENANCE OF MEMBERSHIP

I. Unit members Hired Before 10/1/06

This Section I of this Article applies only to individuals who are covered by this Agreement and who begin their employment with the Academy before 10/1/06.

A. Unit members shall within six (6) months of their initial appointment to the Academy elect one (1) of the following alternatives a) membership in the Association; b) payment of a service fee equal to their pro rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law, computed as described in Section II; c) neither of the above. In the event a unit member fails to affirmatively make such an election, the unit member is deemed to have elected alternative c.

B. Unit members shall maintain their election for the life of this Agreement; provided, however, that any such unit member may change their election during the period from August 15 to September 15 of a given year.

C. The Academy agrees to deduct in monthly installments the regular annual dues of the Association or the service fee. 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 Academy shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members for 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.

D. The Academy 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.

E. The Academy's responsibility for deducting the above dues or fees from a unit member's salary shall terminate automatically upon either: 1) cessation of the unit member's employment, or 2) the transfer or promotion of the unit member out of the Bargaining Unit.

F. Unit members may voluntarily become members of the Association and utilize payroll deductions for payment of dues during the six (6) month initial period of employment.

G. The Academy shall inform all unit members in writing of their right to make an election as specified in paragraph A above. Such notice shall be given to individuals in writing within five (5) days of hire.

II. Unit members Hired on or After 10/1/06

This Section II of this Article applies only to individuals who are covered by this Agreement and who begin their employment with the Academy on or after 10/1/06.

A. Selection of Fee

Any individual who begins employment with the Academy on or after 10/1/06, is covered by this Agreement and is not a member of MSEA-SEIU shall, as a condition of employment, within six (6) months after such conditions are met, be required to choose from the options of membership in MSEA-SEIU or payment to MSEA-SEIU of a service fee equal to their pro-rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law. Unit members shall be required to (a) sign a written payroll deduction authorization form authorizing deduction from their pay of the membership dues or service fee, or (b) tender the full amount of the service fee to the union, or (c) indicate in writing their religious objection to the service fee and make contributions at least equal in amount to the service fee to a nonreligious charitable organization chosen by the unit member and agreed upon by the Union, within thirty (30) days after the first six (6) months of the beginning of their employment. The Union shall not unreasonably withhold its agreement to the unit member's choice. Unit members choosing (b) or (c) shall make payments within ten (10) days after each payday.

B. Calculation of Service Fee

MSEA-SEIU shall determine the amount of the service fee to be charged to non-members, consistent with both applicable law and this Article and shall certify to the Academy the amount of the service fee. The service fee paid by part-time unit members shall bear the same ratio to part-time dues as the fee paid by full time unit members bears to the dues amount paid by full time unit members.

C. Notice and Audit for Service Fee

MSEA-SEIU shall calculate the amount of the service fee after the close of its annual audit, based on the expenditures incurred during its most recent available audited records. That calculation shall also be audited to verify that the union's records have actually been audited; have been correctly reproduced from the audit report, and that the union has performed any mathematical adjustments correctly. The service fee will be effective on the first payday after the audit is complete and notices are provided to unit members covered by this Section II who are not members of MSEA-SEIU. MSEA-SEIU shall prepare a notice, consistent with applicable law. Such notice shall be updated annually and shall explain the choices and indicate that the sums determined to be the service fee were audited by an independent auditor based on the union's financial records for its most recent fiscal year. The notices shall, at a minimum, identify the major categories of expenses, as reflected in the audit, and identify whether each expense will be included in the service fee, identify the

auditor(s), and include the opinion of each audit, including the opinion included in any adjusted audit(s). The Academy agrees to distribute this notice and dues deduction forms, provided by MSEA-SEIU, to new unit members at the time they are hired. MSEA-SEIU shall provide notices required by law to all current bargaining unit members covered by this Section II who are not members of MSEA-SEIU.

D. Religious Objectors

In the event that any unit member covered hereby holds a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor organizations in general, that unit member shall have the right to refuse to make service fee payments; provided, however, that said right to refuse shall continue only so long as the unit member makes contributions at least equal in amount to the service fee as set forth in Section II(A).

Should a unit member have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the unit member must place an amount equal to the service fee in an interest-bearing escrow account pending resolution of such dispute or request. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The Academy shall not be liable for any fees, costs, damages, expenses or any other form of liability involved with regard to such escrow accounts.

E. Disputes

The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The Academy shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

Fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne only by MSEA-SEIU or the objecting unit member in accordance with the American Arbitration Association's Rules for Impartial Determination of Union Fees.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the Academy to pay such service fee on behalf of any unit member. If the arbitrator decides that a unit member has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such unit member if the unit member refused to pay or authorize payment of the required service fee and the Academy complied with the failure to pay service fee procedure described below in Section (F).

F. Failure to Pay Service Fee

It shall be the sole obligation of MSEA-SEIU to certify to the Academy the name of each unit member who has not paid his or her service fee or who has not made a contribution in lieu of a

service fee and who, in the case of unit members who are actively challenging the amount of the fee or the procedures implemented pursuant to this Article, are not paying the disputed amount into the interest-bearing escrow account established by the union. MSEA-SEIU agrees to cooperate in any Academy investigation performed due to or in reliance upon each certified notice.

The Discipline article does not apply to unit members who have not complied with Section II of this Article. The following procedure shall apply. On the first occasion the Academy determines, after certified notice from the MSEA-SEIU and an opportunity to investigate, that a unit member failed to comply with Section II requirements to pay the service fee or to make an authorized contribution in lieu of the service fee, the Academy shall provide the unit member with notice of a finding of a violation of this Article and afford that unit member a 30-day period to comply fully with this Section II, paying all arrears due. Should the unit member fail to timely correct this deficiency or should the unit member be subsequently found by the Academy as failing to pay the service fee or authorized contribution in lieu thereof required by Section II, the unit member shall be provided with a notice of proposed dismissal. The unit member will be afforded an opportunity to meet with the appointing authority or his/her representative prior to the action proposed. The unit member will be entitled to have a Union representative or steward present. At that meeting, the appointing authority or his/her designee will give the unit member an explanation of the employer's evidence against the unit member (if that has not already been provided) and offer the unit member an opportunity to respond. Any unit member who has not timely complied with the obligations of this Article must be dismissed. A dismissal in compliance with this Section may not be challenged through the Grievance Procedure article of this agreement.

G. Change of Status

The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws. Otherwise, unit members may change their status with regard to membership in MSEA-SEIU or service fee payment as follows:

1. Unit members may change their status from service fee payer to MSEA-SEIU member, or from MSEA-SEIU member to service fee payer, at any time.
2. Unit members may also start or eliminate their payroll deduction for MSEA-SEIU dues or for the service fee at any time.
3. Unit members who wish to eliminate payroll deduction, must tender their dues or service fees directly to MSEA-SEIU.
4. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (1) through (3) above, the unit member must provide written notice to both MSEA-SEIU and the Academy's payroll officer. It may take up to four weeks for any such change to take effect.

III. General Provisions - Apply to both Sections I and II above.

A. Payments and Deductions

It shall be the sole responsibility of MSEA-SEIU to collect its dues or service fees and to verify contributions made in lieu of service fees. No payroll deduction of service fees shall be made from workers' compensation benefits or for any payroll period in which net earnings received from the Academy (after deductions for taxes, insurance premiums and other mandatory deductions) are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question. Unit members shall not be penalized for failing to pay service fees for any such pay period(s).

B. Indemnification

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold harmless the Academy and its Trustees, officers, agents, employees, students and/or representatives (hereinafter collectively referred to as "Academy Releases") against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the Academy Releases, in complying with or carrying out the provisions of this Article, including, but not limited to, as a result of being ordered to reinstate a unit member terminated at the request of MSEA-SEIU for not paying the service fee; in reliance on any notice, letter, or authorization forwarded to the Academy by the union pursuant to this Article; and including but not limited to any charge that the Academy failed to discharge any duty owed to unit members arising out of the service fee deduction. MSEA-SEIU will intervene in and defend any arbitration, administrative or court litigation concerning the propriety of any act taken or not taken by Academy Releases, including, but not limited to, termination for failure to pay the service fee. In such litigation the Academy Releases shall have no obligation to defend their acts taken or not taken. This provision shall not apply to intentional or reckless violations of law by Academy Releases.

C. Severability

Should the United States Supreme Court, the First Circuit Court of Appeals or any Court in Maine generally hold indemnification clauses, or any portion of them, relating to union security void or unenforceable on Constitutional or public policy reasons, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the Academy. Should any Court find this indemnification clause in this Article to be void or unenforceable for any reason, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the Academy. Should the Academy provide such written notification, either party may initiate negotiations on the subject of union membership and financial support of the union by unit members.

ARTICLE 14

SALARIES

A. Wages

- (1) Effective July 1, 2015, the pay matrix for the Supervisory bargaining unit shall be increased by two and one-half (2.5)% for each pay step.

- (2) Effective July 1, 2016, the pay matrix for the Supervisory bargaining unit shall be increased by two (2)% for each pay step.
- (3) Effective July 1, 2017, the pay matrix for the Supervisory bargaining unit shall be increased by two (2) % for each pay step.
- (4) Steps in each wage grade signify time in grade, not total years of MMA service. Progression on the wage grade shall occur as follows:
 - (a) Step A - 0-2 years
 - (b) Step B - 2-4 years
 - (c) Step C - 4-6 years
 - (d) Step D - 6-9 years
 - (e) Step E - 9-12 years
 - (f) Step F - 12-15 years
 - (g) Step G - 15-18 years
 - (h) Step H - 18-20 years
 - (i) Step I - 20-25 years
 - (j) Step J - 25-30 years
 - (k) Step K - 30 years and over
- (5) Effective the date of ratification, employees newly placed on a wage grade due to promotion, demotion or reclassification shall be placed at the step providing no less than a five percent (5%) pay increase, or no more than a five percent (5%) decrease in the case of a demotion. Employees experiencing a downward reclassification shall be redlined.

B. Unit members shall receive a stipend in the amount of twenty-five dollars (\$25.00) for each of the first four weeks and fifty dollars (\$50.00) for each subsequent full week served on the annual Academy training cruise.

C. Personal Work

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

D. The parties recognize that management has the right and authority to reward or compensate unit members for performance considered to be superior as determined by a formal performance appraisal process.

ARTICLE 15

INSURANCE

A.

1. The Academy shall continue to make available to full-time unit members a health insurance plan and dental insurance plan which is prescribed by the Maine State Employee Health Insurance Program. Full-time unit members may choose to enroll themselves and their eligible dependents in the plans.
2. The Academy shall use the premium schedule promulgated by the State each year for all state employees, the Academy will use the lower of the two premium schemes for its employees and will adjust the salary cohorts to:
 - a. First Cohort – Lower than or equal to \$50,000
 - b. Second Cohort - Between \$50,000 and \$80,000
 - c. Third Cohort - \$80,000 and above

Employees in the First Cohort shall contribute \$0 per pay period toward the Employee-only coverage provided. Employees in the Second Cohort shall contribute \$20 per pay period toward the Employee-only coverage provided. Employees in the Third Cohort shall contribute \$40 per pay period toward the Employee-only coverage provided.

3. Employees who elect dependent coverage will assume the costs of such dependent coverage in the same proportion as prescribed for State of Maine employees adjusted to the cohorts above. The individual coverage “credit” towards the total cost of dependent plans shall be calculated in the same way the State of Maine calculates such credit for its employees electing dependent insurance coverage.

- (a) If an employee wishes to entirely opt out of health insurance coverage through the Academy, and the employee is not covered otherwise by Academy insurance, the employee shall receive a stipend calculated from three months of the monthly premium cost for single coverage health insurance paid out over twelve months. This amount shall be paid to the employee in each paycheck on a pro rata basis so long as the employee remains “opted out.” The stipend shall be adjusted as of the Academy’s insurance contract renewal. In order to be eligible for the opt out stipend; the employee must periodically present the Academy with proof of coverage by health insurance under another plan.

All health insurance premiums will be deducted on a pre-tax basis as allowed by law.

2. The Academy shall maintain its current Flexible Savings Account for employees who wish to participate.
3. For part-time unit members who are regularly scheduled to work thirty, (30) or more hours per week and for part-time 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 Academy service, the Academy, shall make available employee and spousal and/or dependent health insurance coverage equivalent to the coverage which is available to full-time regular unit members. For these part-time employees, the Academy will contribute for the life of this Agreement one-half (1/2) of the premium cost of the employee, spouse, and dependents, as defined by the State Health Insurance Program.

- B. The parties recognize that the unit members bear the responsibility for notifying the Academy's Director of Human Resources of any change in their family status having impact upon their Academy paid health and dental insurance coverage or the premiums therefore. If such notice is not given within 30 days the employee shall be subject to repayment of premium cost and will not be eligible for any reimbursements.
- C. The Academy shall pay the premiums for a term life insurance policy for each employee in the face amount equal to one times the employee's annual base salary or such limits thereto as prescribed by the insurance carrier.

ARTICLE 16

LEAVES

A. LEAVE OF ABSENCE

- (1) 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.
- (2) 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 administrators. An unpaid personal leave of twelve (12) consecutive months may be requested by a unit member. Such leave may be extended by the President or his/her designee upon timely written request of the unit member for up to two (2) successive one-year (1) periods. The President or his/her 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.
- (3) While on the leave of absence described in paragraph 2, the unit member will not accumulate sick leave, vacation leave, holiday pay, or be eligible for tuition waiver, or long-term disability benefits. However, while on leave without pay the employee shall retain accumulated sick leave and vacation leave. Time spent on leave without pay shall not be credited toward completion of probationary periods. Time spent on educational leave without pay may be credited toward completion of probationary

periods if agreed to in writing by the unit member and the President or his/her designee.

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

- (4) 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 administrators and set forth in writing as a condition of approval of the leave.

B. SICK LEAVE

- (1) Full-time regular members shall earn one and one-quarter (1 ¼) days of sick leave for each monthly period, or major portion thereof, of employment within the unit member's year. Part-time regular employees shall earn sick leave on a pro-rated basis.
- (2) Unit members may henceforth accumulate sick leave up to a maximum of one hundred fifty (150) days.
- (3) The Academy shall provide each unit member with a bi-weekly statement showing sick leave days earned, utilized and accumulated.
 - (a) A unit member who is unable to perform duties because of an illness may use any and all accrued leave credits. An "illness" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which prevents a unit member from performing his/her duties.
 - (b) A unit member must take sick leave for those days during which, due to illness, the unit member is unable to be on campus or other appropriate job site for assigned activities. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the

Academy shall not be counted unless the unit member is regularly scheduled to work on such days.

- (c) A unit member may use sick leave for absences resulting from illness or injury of a member's immediate family or household, which requires the presence of the unit member. Proper notice and, upon request, appropriate documentation shall be provided by the unit member to the President or his/her designee or, where authorized, the unit member's appropriate supervisor.
 - (d) 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
- (4) In cases where there are reasonable grounds to suspect sick leave abuse, or where an illness exceeds five (5) days in duration, the Academy may require the submission of a written explanation by the employee's physician at Academy expense regarding the sickness or illness prior to the payment of sick leave to a unit member.
 - (5) 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.
 - (6) 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 work day.
 - (7) In cases of serious illness, an eligible unit member who has exhausted all available leave credits, including vacation 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. 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 six (6) 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 16, Sect. A, Leave of Absence, except that eligibility for long term disability benefits shall be retained to the extent permitted under an equivalent long term disability insurance plan should one be implemented.
 - (8) Subject to supervisory approval, accumulated sick leave, may be used in the event of serious illness or death in the unit member's immediate family. Immediate family shall be as defined by the Family Medical Leave Act.
1. FMLA shall always run concurrently.
 2. Under the FMLA, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.

The FMLA defines the term “parent” as “a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when he or she was a minor.”

“Son or daughter” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under age 18 or age 18 or older and “incapable of self-care because of a mental or physical disability.”

Additionally, Domestic Partners legally recognized by the state of Maine are considered immediate family.

In-laws, grandparents and siblings are not considered immediate family unless that individual lives in the same household as the employee on a full-time basis.

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.

(9) A sick leave bank will be established and implemented by the Supervisory Unit.

C. DISABILITY

1. The Academy will offer, at no cost to the unit members, long term disability (LTD). Application for LTD must be made through the insurance carrier.
2. After six (6) weeks absence, the unit member will no longer accrue additional sick leave benefits, until their return to full duty.
3. After six (6) months of absence due to illness and or disability the Academy may fill the vacancy created by a unit member’s absence with a permanent replacement. There will be no right of return.
4. Under extraordinary circumstances, the Academy may determine based on current medical certification and after consultation with the unit member that extending sick leave is warranted based on prognosis if it is not detrimental to the operation of the Academy and medical evidence indicates return to full employment within a reasonable period of time, not to exceed one year in total.
5. The evidence must indicate that the unit member would be able to fulfill all the essential functions of his or her position.
6. The unit member shall exhaust all paid leave available before being placed on administrative leave without pay.
7. If at any time the determination is made that the unit member will be unable to return to work, the Academy may request the unit member’s resignation or may terminate the employee’s employment.
8. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, and it has been

determined that the unit member cannot return in accordance with the provisions above, a unit member will be paid out all remaining sick time in one lump sum.

D. BEREAVEMENT LEAVE

- (1) A unit member is entitled to be granted up to five (5) days bereavement leave in the event of a death of a member of the unit member's immediate family or household in order to attend the funeral and/or matters related to death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the unit member's appropriate supervisor. For the purpose of this paragraph only, if additional time away from work is needed, a unit member may use up to five (5) days sick leave. With supervisory approval, additional sick leave may be used.
- (2) For the purposes of this Article "immediate family" is defined as spouse, children, parents, parents of the spouse, grandparents, grandparents of the spouse, grandchildren, sisters, brothers, step children, step parents, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law and sister-in-law, significant other and children of significant other and parents of significant the other. The significant other shall be the person identified in the employee's personnel file as the emergency contact person, prior to the time of the request.
- (3) A unit member may be granted paid bereavement leave to a maximum of one (1) work day to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces, or nephews.

E. COURT LEAVE

- (1) A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by a unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance except that vacation leave may be used for this purpose.
- (2) To be eligible for the benefits of this section of the Agreement, evidence in the form of a subpoena or other available written notification shall be presented to the unit member's immediate supervisor as soon as possible.

F. VACATION LEAVE

- (1) Full-time regular unit members shall earn vacation leave at the rate of two days per month; or major portion thereof of employment within the unit member's work year. Part-time regular unit members shall earn vacation leave on a pro-rated basis. Up to seventy (70) days of vacation leave may be carried forward from year to year. For purposes of leave carried forward, a leave year shall commence on July 1 and end on

June 30. In no event shall the current accrual rate of any employee be reduced as a result of the provisions of Section D.

(2) Transition for current employees, employees must choose either a or b below within 60 days of contract implementation:

a. Employees will have three (3) years to reduce their balances to new maximum accruals. After three (3) years, all balances will be reduced to new maximum hours/days

or

b. Employees can request a one time “buy out” of accrued hours @ 25% of the calculated value over the new maximum accrual of seventy (70) days up to 720 hours and their balances will be reduced to the new maximum accrual of 560 hours.

(3) All requests for vacation leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take vacation leave shall be subject to the consideration of departmental and organizational scheduling but shall not be unreasonably withheld by a supervisor.

(4) When the employment relationship is severed, the Academy shall pay the unit member for up to forty (40) days of unused vacation leave, in a lump sum payment, provided that the unit member makes a reasonable effort to reduce the unused balance between notifying the Academy of his/her termination and the effective date of the termination. Any accrued vacation leave in excess of forty (40) days shall be forfeited by the unit member on the effective date of termination.

(5) Unit members who transfer from the Supervisory bargaining unit to the SSP bargaining unit may carry forward all unused vacation leave

(6) Unit members who transfer from the Supervisory bargaining unit to the Faculty bargaining unit on an academic year appointment shall be paid for any unused vacation leave provided that the unit member makes a reasonable effort to reduce the unused vacation leave balance between notification of the transfer and the effective date of the transfer.

(7) Vacation leave shall not accrue after a unit member is on Worker's Compensation leave 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 Academy on or before the middle of a pay period.

(8) Vacation leave used will be recorded in one-half (1/2) hour increments.

G. HOLIDAYS

The holidays for unit members during periods of employment except as otherwise specified shall be: Independence Day - Labor Day - Thanksgiving Day - Day after Thanksgiving, - Christmas Day - New Year's Day - Patriots Day - Memorial Day -Martin Luther King Day - Columbus Day - Veterans Day -Washington's Birthday.

1. The date of the observance of the holidays shall be communicated to the Association by the Academy prior to the start of the fiscal year in which the holidays occur. Holidays will be observed on the legal day when possible.

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

3. Holidays which fall on days when a unit member is required to perform assigned responsibilities shall be taken at a time mutually agreeable to the unit member and the appropriate supervisor.

H. 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 Academy pay while on military leave, not to exceed ten (10) working days per fiscal year and shall accrue sick and vacation leave during such periods of absence not exceeding seventeen (17) days. Notwithstanding the foregoing, the Academy will comply with all applicable state and federal laws regarding military leave.

I. CHILDBEARING AND ADOPTION LEAVE

Childbearing or adoption leave shall be granted to an employee without salary for a period not to exceed one (1) year inclusive of any period of disability covered under the Sick Leave Article. Employees shall have the option of using accumulated compensatory time and vacation leave during such period. Employees shall be allowed to retain insurance benefits during such leave at their expense.

ARTICLE 17

TUITION WAIVER AND PROFESSIONAL DEVELOPMENT

A.

The Academy shall maintain a space available tuition waiver program. When space is available, unit members, and former unit members with more than twenty (20) years of Academy service, may enroll in a course on a tuition-free basis subject to the following requirements:

1. The person responsible for registering students shall determine when space is available. Recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating individuals;
2. Participating individuals must meet any course prerequisites and have supervisory approval if the course is conducted during assigned work hours;
3. All fees other than tuition shall be paid by the participating individuals as a condition of enrollment;
4. Full-time unit members shall be eligible for a tuition waiver of up to two (2) courses per semester, not to exceed four (4) credit hours each course. Part-time regular unit members shall be eligible for a tuition waiver of up to one (1) course per semester, not to exceed four (4) credit hours each course. This waiver does not apply to mini-course or other non-semester or non-credit course offerings except those identified in advance;
5. Minimum enrollment requirements, established as a necessary condition of offering a course, shall not count these interested participants toward the number of students required to guarantee the offering of such a course;
6. This benefit shall not be applicable when a unit member is on an unpaid leave of absence for longer than ninety (90) days, long term disability, or Worker's Compensation. In the event that 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;
7. Unit Members shall be expected to utilize personnel leave during such periods as they are unable to perform their assigned Academy duties as a result of participating in the tuition waiver program or make up their work if so authorized by their supervisor, unless training is directly related to their position;
8. Unit Members must complete the Academy's Tuition Waiver request form, have it approved by their supervisor if necessary, and submit it to the Director of Human Resources for verification and approval.
9. Unit members shall be reimbursed for one-half of courses not offered by the Academy provided advanced approval for taking any such course has been obtained from the Director of Human Resources and provided that the employee has received a passing grade in the course.

B.

1. Full-time unit members who have been employed at least 6 months by the Academy, who have dependents or spouses (or qualifying domestic partners), who are full-time students of the Maine Maritime Academy, shall be eligible for a waiver of tuition for such dependents. Part-time unit members who have been employed at least 6 months by the Academy, who have dependents, who are full-time students of the Maine Maritime Academy, shall be eligible for a waiver of one-half (1/2) tuition for such dependents. This

waiver does not apply to mini-course or summer sessions or other non-semester course offerings.

2. The tuition waiver program provides free undergraduate tuition to all eligible dependent children and spouses (or qualifying domestic partners) of employees during their full-time enrollment at Maine Maritime Academy. Tuition waivers are available for matriculating students completing their first undergraduate bachelor's degree. In no case will tuition waivers be granted beyond ten (10) semesters or the number of credits required for completion of specific degree programs and waiver eligibility will continue for the entire degree unless the student takes a leave for a period longer than one year. The waiver does not include room, board, fees, books or any other item and is available for fall and spring semesters only. Student and parents must complete and submit a FAFSA form.

The term "child" (dependency as defined below by the IRS and/or the D.O.E.) shall include biological, legally adopted children, stepchildren and legal wards of Maine Maritime Academy employees. Tuition waiver benefits are available to an employee's dependent children defined as a child who is a financial dependent of his/her parents and who qualifies under the IRS dependent definition. Children (biological, legally adopted, stepchildren or legal wards) of employees who do not meet the Department of Education's (under the FAFSA guidelines) qualifications for independent student status are also eligible for tuition waivers. Under this criteria, dependent student status is defined as follows: the child is under 24 years of age, the child is unmarried, the child is not a veteran of the U.S. armed forces, and/or the child is not a graduate student.

Tuition waiver requests must be filed before the start of the fall semester each academic year and for dependent children, must be accompanied by a 'proof of dependency'. Accepted forms of proof are:

- a. Copy of parents' Federal income tax return listing the child as a dependent, or
- b. Completed Proof of Dependency Form, and
- c. Completed FAFSA

For spouses and domestic partners, a copy of the marriage certificate or Affidavit of Domestic Partnership must accompany the tuition waiver request for a first-time waiver.

3. In the event of total disability or the death of a unit member with five (5) or more years of continuous Academy service, the spouse or dependent children who are enrolled full-time students participating in a tuition waiver program at the time of unit members total disability, or death shall maintain eligibility for the 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.

- C.
1. The Academy will provide assistance and support for the professional development of unit members in the amount of ten thousand dollars (\$10,000) per year effective July 1, 2015.
 2. Professional development activities which may be eligible for Academy assistance and support include:
 - a. Participation in professional meetings, symposiums, seminars or other conferences;
 - b. Research, study or experience relevant to the unit member's assigned Academy responsibilities;
 - c. Association activities.
 3. Distribution of these funds shall be in accordance with the procedures to be developed by the staff/support and professional executive committee and the appropriate supporting documentation will be provided to MMA.
- D. The Academy may make sabbatical leaves available to unit members.

ARTICLE 18

USE OF PERSONAL VEHICLE

- A. Unit members who are authorized by the Academy to use their personal vehicles for assigned non-campus Academy business in accordance with Academy travel policy shall be reimbursed at the prevailing IRS rate.

ARTICLE 19

BARGAINING UNIT WORK

From the signing of this Agreement until June 30, 2018, or the implementation of a successor agreement, whichever is later, the Academy reserves the right to hire independent contractors to meet its needs. However, current unit members shall not be displaced nor suffer a reduction in compensation as a result of such contracts.

1. The Academy will inform the union of any plans in this regard.
2. Any services which are currently contracted shall not be affected by this agreement.

ARTICLE 20

NON-DISCRIMINATION

The Academy and the Association agree not to discriminate illegally with respect to wages, hours, and working conditions based on race, color, religious creed, national origin, sex, age, physical or mental handicap and sexual orientation.

ARTICLE 21

NO STRIKE OR LOCKOUT

- A. The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lock out and that the requirements or law in this regard will not be violated. The Board agrees it will not lock out any or all unit members during the term of this Agreement.
- B. The Association agrees on behalf of itself and unit members that there shall be no strikes, slow-downs or interference with the normal operation of the Academy during the term of this Agreement.
- C. The Association will use its best efforts to end any unauthorized job actions engaged in by its members. Either party may seek immediate redress for violations of this Article before the appropriate judicial or administrative bodies without regard to the grievance procedures.

ARTICLE 22

SEPARABILITY

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 provisions 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 provisions found invalid shall commence within thirty (30) days of a request by either party.

ARTICLE 23

HEALTH AND SAFETY

- A. All unit members will abide by Academy safety regulations and will use appropriate safety equipment and protective clothing required and provided by the Academy. The Academy agrees to provide uniforms and protective clothing to employees who are required to wear such items.
- B. The Academy agrees to provide safety equipment which is required by law, federal or state regulations or which is recommended by the Safety Committee.

- C. The Academy will take reasonable steps to maintain temperatures at or about 65 degrees Fahrenheit in indoor office areas during the heating season.
- D. The Academy 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. All unit members will abide by Academy policies relating to the regulation of smoking in the workplace.

ARTICLE 24

RETIREMENT

Employees hired on or after January 1, 2016 will be offered only the MMA 401(a) Retirement Plan.

- A. Maine Public Employees Retirement System (MPers). Employees hired before January 1, 2016 who have chosen MPers will be grandfathered into the system. MMA will continue to provide contributions as determined by the MPers system. Employees hired on or after January 1, 2016 will not be eligible to select this retirement option.

Academy share: An amount to be determined each year by the Maine State Retirement System, multiplied by the unit member's annual base salary, plus any additional compensation earned during the year.

Unit member's share: In Accordance with the statute, all unit members participating in the Maine State Retirement System plan must contribute an amount as determined by the Maine State Retirement System.

- B. MMA 401(a) Retirement Plan. Unit members who have elected not to participate in the Maine State Retirement System plan, may elect enrollment in the MMA 401(a) Retirement Plan and must contribute seven percent (7%) of their compensation earned during the year. MMA will contribute a matching 7% contribution. The terms and conditions of the plan are outlined in the plan document.
- C. Retiree Health. For unit members having a combined consecutive years of full-time Academy service plus their age, equaling 75 or more, who elect to retire during the life of this Agreement, the Academy will provide a one-time cash payment equal to \$3,000 x the number of full years until the member reaches the age of Medicare eligibility or age sixty five (65), whichever occurs first, up to a maximum of \$15,000.00 in order to assist such member in the defrayal of health insurance cost during the period between retirement from the Academy and eligibility for Medicare. This benefit will be paid six (6) months after the employee's retirement,

provided the employee has actually retired from administrative duties in the academic field. This benefit is not intended for employees who leave the Academy to continue their administrative careers in education or in their fields of specialty. This benefit is only intended for those who actually retire.

ARTICLE 25

FEES

- A. Parking permit fees will not be charged to unit members.
- B. Unit employees will have access to any meal currently provided by the Academy at the rate agreed upon through the Labor/ Management Committee during their regular scheduled work shift.

ARTICLE 26

UNIFORMS

- A.
 - (1) Unit members hired after adoption of this Agreement and who are required to wear an Academy uniform on a daily basis in the performance of assigned Academy duties, shall be issued an initial set of Academy uniform or Academy uniforms required by the Division.
 - (2) Unit members who are required to wear a uniform on a daily basis shall be annually credited with an allowance of three hundred fifty dollars (\$350).
- B. The following shall apply to unit members not required to wear the military uniform on a daily basis in the performance of assigned Academy duties. Unit members participating in the annual training cruise may be required by the President to wear an Academy uniform. The Academy shall pay to each unit member who is required to wear an Academy uniform on the annual training cruise, a uniform allowance totaling \$100.
- C. Unit members who qualify for the uniform allowance shall receive payment at the end of the fiscal year.
- D. Uniforms shall be worn in such a way so as to set a proper example to students in the Regiment of Midshipmen. Unit members who are officers shall wear the uniform in accordance with the guidelines as prescribed by the President or his/her designee.

Work Clothing

- A. Each unit member, in job description categories designated by the Director of Human Resources shall receive annually, one hundred dollars (\$100.00) for the purchase or on the job required safety shoes (protective footwear).
- B. Each unit member, in job description categories designated by the Director of Human Resources, shall receive every two years, one hundred dollars (\$100.00) for the purchase of one the job required safety glasses (protective eyewear).
- C. The payments shall be issued in November.

ARTICLE 27

SEXUAL HARASSMENT

- A.
 - (1) No unit member shall be subjected to sexual harassment by another Academy employee or student.
 - (2) No unit member shall subject another member of the Academy community to sexual harassment.
- B. The Academy shall establish procedures for the handling of complaints by unit members of sexual harassment.
- C. The Academy will provide sexual harassment training to unit members during working hours and unit members attending shall suffer no loss of pay.

ARTICLE 28

CONDITIONS OF AGREEMENT

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

- A. The tentative agreement is approved by the Board of Trustees of the Maine Maritime Academy; and,
- B. The tentative agreement is ratified by the Bargaining Unit membership of the Maine State Employees Association (MSEA).

ARTICLE 29
MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours, and working conditions not covered by this agreement, the Trustees and the Association agree to make no changes without appropriate prior consideration and negotiations.

ARTICLE 30
COPIES OF AGREEMENT

MMA agrees to pay the full cost of printing up to fifty (50) contract booklets. The MMA Human Resources Department will make all arrangements for the printing and delivery to the parties of the booklets.

ARTICLE 31
DURATION

- A. The provisions of this Agreement shall be effective as of the date of its ratification by the Unit and the Trustees.
- 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 June 30, 2018.
- 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.
- D. This Agreement constitutes the entire Agreement between the Parties.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2016, as indicated below.

MAINE MARITIME ACADEMY

MAINE STATE EMPLOYEES ASS'N

William J. Brennan, President

Joseph Gribbin, MSEA Chief Negotiator

Petra Carver, VP Finance & Administration

Wendy Girven

Carrie Margrave, Director, Human Resources

Christina Stephens