

AGREEMENT

BETWEEN

MAINE COMMUNITY COLLEGE SYSTEM TRUSTEES

AND

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES**

2021– 2023

INSTITUTIONAL SERVICES UNIT

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PREAMBLE

WHEREAS, The Board of Trustees of the Maine Community College System ("MCC") (hereinafter referred to as the "Trustees" and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the MCC; and to establish an equitable and peaceful procedure for the resolution of differences:

THEREFORE, this Agreement by and between the parties is entered into on July 1, 2021.

ARTICLE 1 RECOGNITION

Pursuant to the Maine Labor Relations Board certification dated May 2, 1977 and Chapter 695 (P.L., 1985) the Trustees recognize Council #93, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining representative for negotiations with respect to wages, hours of work and other conditions of employment for employees as defined in Section 1022 (11) of the State Employees Labor Relations Act (as revised and effective July 30, 1976), who were included in the above certification or Chapter 695 and have worked a continuous period of six (6) months or more and are other than project, intermittent or temporary employees.

So-called school year employees who have completed six (6) months of continuous service shall be covered by the provisions of this Agreement subject to any special provisions relating to their employment. School year employees are defined as employees who work during the school year and are returning to employment in the next school year.

Part-time employees will be covered by the provisions of this Agreement, except those relating to benefits, upon the completion of 1,040 regularly scheduled hours of work. For the purpose of being eligible to participate on a prorated basis in the benefits provided in this Agreement, a part-time employee must have completed six (6) months of continuous service.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit, either party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute. Any new inclusions resolved either between the parties by mutual agreement or ordered by the Maine Labor Relations Board shall be made effective as of the date such agreement is made or on the date such matter is submitted to the Board for a determination. Part-time employees' work time for the past year shall be reviewed no less frequently than on each anniversary date in order to determine the appropriate prorated benefits level.

Temporary and on-call employees excluded by law from the bargaining unit include project employees, persons from outside MCC service who are in acting capacity assignments, and intermittent employees. Project employees are employees appointed to a project position which is restricted to a

planned work program to be completed within a specified period of time and which is not regularly recurring. Intermittent employees are employees who are appointed for a period of time on a sporadic basis and who work not more than five hundred (500) hours in any consecutive twelve (12) month period beginning with the date of hire or anniversary of date of hire.

An employee designated as intermittent who works in excess of the limits set out above, and who works more than one thousand forty (1,040) regularly scheduled hours during the period since appointment as an intermittent employee, without a break in service due to resignation or dismissal, shall be covered by the terms of this Agreement. The sporadic periods such an employee is not in pay status because of the sporadic nature of the position shall not be considered to be a break in service. Where possible, such employees shall be placed in a permanent or limited period full-time or part-time position as appropriate provided that he/she is eligible for appointment.

Nothing in this article shall be interpreted as removing any rights or benefits of temporary, intermittent, project or seasonal employees provided under 5 MRSA 553(A) and 559 Public Law 667, 1978, or any other provision of law or rules.

In the event that the employer determines that the position will be continued beyond the first six (6) months, the position will be filled through the regular recruitment process and included in the bargaining unit.

ARTICLE 2 ACCESS TO EMPLOYEES

Except as specifically provided for in the Grievance Procedure Article, access to employees by AFSCME representatives for any purpose, including, but not limited to solicitation and distribution of Union literature, shall be limited to employees' non-work time and to non-work areas. AFSCME representatives shall obtain prior approval from the affected institutional representatives for such purposes.

In no event may such activities:

- (a) Interfere with the performance of employees' duties,
- (b) Violate the agency's security regulations and policies.

However, duly authorized representatives of the Union shall be permitted access into non-work areas for the purpose of transacting business within the scope of representation.

Duly authorized representatives of the Union shall be permitted to enter work sites with an authorized escort for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.

The duly authorized representative will, in all cases of access, notify the person in charge of the facility, or his/her designee, of his/her presence. Access shall not unreasonably be denied, and if denied, the reason(s) for denial must be stated in writing.

Off-duty MCC employees who are on vacation or leave of absence will be governed by the provisions of this article.

Union Membership

A. Selection of Membership

Any employee who begins employment with the MCCS and is covered by this Agreement and is not a member of AFSCME shall, within thirty (30) days after the employee has completed their probationary period, be required to choose from the options of membership in AFSCME or sign a nonmember waiver form.

ARTICLE 3 AFSCME MEMBERSHIP PACKETS & BARGAINING AGREEMENTS

The President shall provide each new employee in a job classification covered by this Agreement with a copy of this Agreement and an AFSCME furnished membership packet within thirty (30) days after the employee has started to work.

The Union shall be responsible for delivering such packets to the point of distribution. Such material shall conform to the standards contained in the Bulletin Boards article.

The President shall notify Council #93 of the name, classification, employee and MCC and work location for each newly-hired employee within forty-five (45) days of the date of employment. The President will identify those employees who are seasonal. The President shall also notify AFSCME of the same information as to each employee coming under coverage of this Agreement due to promotions, demotions, reclassification, transfers and other changed of status, and those employees who have terminated their employment with the MCC service, within thirty (30) days of their termination or such change.

AFSCME shall indemnify and hold the President harmless against any and all claims, suits, orders or judgments brought or issued against the Trustees as a result of negligence in actions taken or not taken by the President under the provisions of this Article.

ARTICLE 4 BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be allowed up to five (5) days of leave with full pay for absences resulting from the death of a spouse, significant other living in the same household, child, stepchild, parent or stepparent of either the employee, the employee's spouse or significant other living in the same household, and up to three (3) days of leave with full pay for absences resulting from the death of other members of the employee's immediate family as defined in the Sick Leave article or resulting from the death of a son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

ARTICLE 5 BULLETIN BOARDS

The Trustees agree to allow the Union to use a reasonable amount of space on bulletin boards presently maintained in areas which will be designated to the Union.

The Union agrees that such bulletin board space shall be used only for notices of Union meetings, Union elections and recreational or social affairs.

The Union agrees that all such notices shall be signed by a responsible executive officer of the Union, and copies of any materials to be posted shall be provided to the applicable institutional head, or his/her designee, for approval, in advance of the posting. No such notices shall be posted anywhere other than on the aforementioned bulletin boards.

The Union agrees it shall be solely responsible for posting in terms of accuracy and ethical standards, and that it shall not cause to be posted any material which may be profane or derogatory to any individual, the Trustees or any Trustee official.

Any material which the Trustees allege to be in violation of this Agreement will be brought to the attention of the Union and shall be immediately removed by the Union.

ARTICLE 6 CALL IN PAY

An employee who has left his/her place of employment after having completed work on his/her regular workday or shift and is called back to work prior to the commencement of his/her next scheduled workday or shift, shall receive a minimum of four (4) hours of work at the appropriate rate, or a guarantee of four (4) hours pay at the employee's rate.

This section shall not apply to an employee who is called in four (4) hours or less prior to the start of his/her workday or shift and who continues to work that workday or shift, or to employees held over at the end of their workday.

ARTICLE 7 CHILD CARE

- A. Full-time employees who meet all of the following criteria shall be eligible for a lump sum payment:
1. Employed full-time during the entire previous calendar year.
 2. Full-time MCC System employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a pro-rated basis.

3. Part-time and seasonal employees covered by this Agreement who have completed on thousand forty (1,040) hours regularly scheduled work in any calendar year in which they qualify on a pro-rated basis.
 4. Had an adjusted gross family income of less than \$38,000 for the previous calendar year.
- B. The lump sum payment will total no more than \$1,000.00. This is a reimbursement program and, therefore, payment cannot exceed actual cost.
 - C. Employees must submit a copy of their Form 1040 and a copy of their receipt for child care expenses for the prior calendar year no later than June 30 to be eligible for reimbursement.

**ARTICLE 8
CLASSIFICATIONS/RECLASSIFICATION
ALLOCATIONS/REALLOCATIONS**

Definitions. For the purpose of this Agreement, the following terms are defined as follows:

- A. **Classification and Reclassification:** Classification and reclassification are the assignment or reassignment, respectively, of a position or group of positions to an occupational classification which is appropriate for compensation and employment purposes.
- B. **Allocation and Reallocation:** Allocation and reallocation are the assignment or reassignment, respectively, of a classification to the appropriate grade in a compensation plan.
 1. AFSCME may appeal to final and binding arbitration a determination of the System President of the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within fifteen (15) workdays of the System President's determination. The parties shall agree to a permanent Arbitrator and alternate. Both shall be experienced arbitrators in job evaluation disputes. If the parties cannot agree on the Arbitrator and alternate, they shall seek the assistance of the Labor Relations Connection. The parties shall share equally the costs and expenses of the Arbitrator and alternate and each party shall bear the cost of preparing and presenting its own case. The Trustees will notify the Union of any decisions reached concerning any requests for a reclassification and/or reallocation at the same time the MCC is notified.
 2. The Arbitrator or alternate shall not assign any existing classification to a new salary grade unless there has been a change in duties, except as provided below. The Arbitrator's or alternate's decision shall be final and binding on:
 - a. The combination or merging of classifications and the allocation of the resulting new classifications to pay grades;

- b. Reclassification or pay grade allocation of positions the duties of which have changed since their last classification or allocation;
 - c. Reclassification or pay grade reallocation of positions whose duties change hereafter;
 - d. Assignment to classification or the establishment of new classifications for new positions; and
 - e. Establishment of separate classifications and pay grade allocations for positions within the same classification on the basis of significant differences in duties.
3. Any reclassification or reallocation decision of the System President or the Arbitrator or alternate shall be effective reallocation request by the employee, AFSCME or Trustees and shall be implemented when funds are provided pursuant to budgetary procedures.
 4. No employee shall be reduced in salary as a result of reclassification or reallocation.
 5. For the duration of this Agreement, the parties agree to adopt the current State of Maine class specifications that exist as of the signing of this Agreement for the purposes of classification and reclassification decisions and appeals, and to use the State of Maine Hay Job Evaluation System and points-to-pay grade conversion tables for the purpose of allocation decisions and appeals.
 6. Requests for actions described in the definitions above shall be initiated by the requesting employee(s) submitting to the System President a complete job analysis form which has been signed and dated by the employee(s). The System President or his/her designee shall review the request and respond with a determination to the employee(s) within sixty (60) calendar days. If no determination is issued within the sixty (60) day period, the Union may, at any time, appeal the matter to final and binding arbitration.

ARTICLE 9 CLEAN-UP TIME

Where current practice so provides, employees shall receive reasonable clean-up time, consistent with available facilities, immediately prior to the end of the workday.

ARTICLE 10 COMPENSATION

- A. Effective July 1, 2021, those employees on the payroll shall be provided an across the board pay increase of three percent (3%). Appendix E pay scale will be increased accordingly.
- B. Effective July 1, 2022, those employees on the payroll shall be provided an across the board pay increase of three percent (3%). Appendix E pay scale will be increase accordingly.

C. A shift differential of twenty-five cents (\$.25) per hour will be paid for shifts starting between 12:00 p.m. and 9:59 p.m. for full-time employees regularly assigned to such shifts. A shift differential of twenty-five cents (\$.25) per hour will be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for part-time employees regularly assigned to such shifts. Employees with shifts starting between 12:00 p.m. and 2:00 p.m. who work alternative work schedules shall only be paid the twenty-five cents (\$.25) shift differential when they actually work a shift starting between 12:00 p.m. and 2:00 p.m.

D. Any employee who is specifically directed to stand-by in a specific location(s), and who is available for immediate recall to duty, shall be paid for two (2) hours straight time hourly pay for each day of such stand-by status. Stand-by pay shall not be included as time worked toward the computation of overtime pay. Employees who are recalled to work in accordance with the Call In Pay article shall not be eligible for stand-by pay for that particular day. Employees shall not receive stand-by pay when they are not available for call.

E.

1. Any employee below \$16 per hour will be moved to the wage nearest to but not below \$16 per hour effective July 1, 2021 with no impact on the compensation of other employees.
2. The parties agree that no language in this contract shall be construed to grant or be interpreted to fall within the definition of a step increase as defined by Chapter 282 of the State of Maine Public Laws (2021) adding Title 26 MRSA Section 1038.

F. Retention Pay

In addition to the salary scale adjustment provided in (1) above, on July 1, 2021 and July 1, 2022, all employees shall be eligible for a payment equal to 1.5% of their base salary as a retention incentive. This payment will be made at bi-weekly intervals and through the normal payroll process. An employee who leaves employment is not entitled to the balance of the retention incentive.

G. Longevity

1. Employees with five (5) years but less than ten (10) years of continuous MCC Service shall receive longevity pay of twenty-five cents (\$.25) per hour to the base.
2. Employees with ten (10) years but less than fifteen (15) years of continuous MCC service shall receive longevity pay of fifty cents (\$.50) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of fifty cents (\$.50) per hour to the base upon eligibility.
3. Employees with fifteen (15) years but less than twenty (20) years of continuous MCC service shall receive longevity pay of a total of one dollar (\$1.00) per hour to the base.

Employees who become eligible after that date shall receive the longevity pay of one dollar (\$1.00) per hour to the base upon eligibility.

4. Employees with twenty (20) years but less than twenty-five (25) years of continuous MCC service shall receive longevity pay of a total of one dollar and twenty-five cents (\$1.25) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of a total of one dollar and twenty-five cents (\$1.25) per hour to the base upon eligibility.
5. Employees with twenty-five (25) years of continuous MCC service shall receive longevity pay of one dollar and fifty cents (\$1.50) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of one dollar and fifty cents (\$1.50) per hour to the base upon eligibility.
6. Continuous MCC System service is defined as continuous employment and shall include all authorized leaves of absence since the last date of hire into a status granting position as well as periods of prior state service performed by employees transferred to the MCC System pursuant to Chapter 695 (Public Law 1985) on April 16, 1986.

F. Method of Payment

1. Employees shall be paid payroll wages through direct deposit into the banking account specified by the Employee. It shall be the responsibility of the Employee to notify the college Business Office regarding any changes in banking account information.

ARTICLE 11 CONTRACTING OUT

When the Trustees contract out work which will result in the layoff of an employee who performs the function that is contracted out, the Trustees will, whenever possible, notify the Union six (6) months in advance, and the Trustees and the Union shall discuss the availability of positions within the MCC System for which the laid-off employee is determined to be qualified and the availability of any training program which may be applicable to the employee.

In reviewing these placement possibilities, every effort will be made to seek matches of worker's skills and qualifications with available, comparable positions.

ARTICLE 12 DENTAL INSURANCE

The Trustees agree to pay one hundred percent (100%) of the employee premium of a dental insurance program for full-time employees. The benefit levels of this program shall provide one hundred percent (100%) coverage for preventative care and eighty percent (80%) coverage for general service care. The Trustees agree to provide payroll deduction for dental insurance, provided such

arrangements are agreed to by the insurance carrier. Dependent coverage will be available provided there is sufficient employee participation in the dental insurance program. Dependent coverage will be at the employee's expense.

ARTICLE 13 DISCIPLINE

Disciplinary action shall include the following:

- Oral Reprimand
- Written Reprimand
- Suspension (in writing)
- Demotion (in writing)
- Discharge (in writing)

The listing of actions above is not to be construed as being necessary in progression or limiting the President's discretion as to which action to take.

Any disciplinary action for a non-probationary employee shall be for just cause and may be processed through the Grievance and Arbitration Procedure.

Grievances concerning disciplinary suspensions from work, demotions and discharges from employment may be entered at Step 3 of the Grievance Procedure.

When there is a possibility that an employee may be disciplined with a written reprimand, suspension from work, demotion or discharge, such employee will be notified in writing of the possibility within fifteen (15) days of the incident giving rise to the possible discipline or within fifteen (15) days of when the Presidents first had knowledge of the incident. The provisions of this section are not to be construed as preventing disciplinary action being taken within the aforementioned fifteen (15) day period.

When the possibility exists that serious disciplinary actions (suspension, demotions, discharge) or allegations of student abuse will occur, the President must, providing that the employee involved has completed his/her initial probationary period or extension thereof, hold a discipline hearing. The employee involved, if he/she so chooses, shall be entitled to representation by a Union representative. In alleged matters of student abuse, administrative leave or other temporary action may be taken to protect the students until said hearing can be held which does not result in a loss of pay for the employee involved. Such action shall not constitute discipline under this article. Said hearing will be held prior to any disciplinary action being taken except in the case of extreme gross misconduct in which case the employee may be terminated prior to the disciplinary hearing being held. In the event the disciplinary hearing involves allegations of student abuse and the allegations are substantiated, the employee shall be terminated immediately.

Should it become apparent during a counseling session between an employee and his/her supervisor that action beyond the documentation of such meetings is necessary, the meeting shall be

terminated until such time as a Union representative may be present. Documentation of such counseling sessions or meetings may become a part of the employee's record.

Should an employee be suspended or discharged and it is later proved unjustified, the employee shall be reinstated to his/her regular job and shall be made whole (including but not limited to full compensation for all lost time and to full restoration of all other rights and conditions of employment), minus any monies earned in another job or any monies paid the employee as unemployment benefits which the employee is not required to return to the unemployment agency.

All records of employee discipline shall be retained in the employee's Personnel file. Records may be removed by mutual agreement of a duly authorized representative of AFSCME – Council 93 and the appointing authority or his/her designee. Upon request of any employee, records of reprimands shall be removed from the Personnel file after eighteen (18) months from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of discipline resulting from violations of Board of Trustees sexual harassment policy shall not be removed from personnel files under the provisions of this paragraph.

President representatives and employees shall show mutual respect and courtesy toward each other with the objective of promoting harmonious relationships.

ARTICLE 14 DUES DEDUCTION

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The Trustees agree to deduct the Union biweekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Trustees by the Treasurer of the Union, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

The employee's written authorization for payroll deductions shall contain the employee's name, Social Security number, MCC in which employed, work location, Union name and Council number. Such authorization to be transmitted, by an authorized representative of Council #93, to the System President through the applicable MCC payroll clerk.

The written authorization for payroll deduction of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Trustees and the Treasurer of the Union at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The Union shall indemnify and hold the Trustees harmless against any and all claims, suits, orders or judgments brought or issued against the Trustees as the result of the action taken or not taken by the Trustees under the provision of this article.

ARTICLE 15 EDUCATIONAL LEAVE

1. The Trustees agree to provide advice and counseling to employees with respect to career advancement opportunities in agency developments which have impact on their careers.
2. Regular review of its job related and career development and training programs will be made by the Trustees in order to provide suitable programs for employees covered by this Agreement. When undertaking any such review the Trustees shall notify employees of such review and take into account suggestions and proposals made by employees.
3. Employees shall be given a reasonable notice of applicable development and training programs available. Such notice shall include an explanation of the procedure for applying for the program. Notice of development and training program shall be posted for a reasonable period in advance on bulletin boards at applicable work locations within the agencies involved. An appointing authority shall make every effort to permit employees participating in such career development and training programs. Participation in any training inside or outside of the work hours which is required by the MCC as a condition of fulfilling the requirements of the employee's job or any in-service MCC training which is conducted or undertaken during normal schedule work hours will be considered as time worked.
4. The MCC System shall reimburse employees up to eight hundred and fifty dollars (\$850) for the cost of tuition and other related expenses for courses of study taken to enhance current job skills, to enhance career advancement opportunities within the classifications of the MCC System, or as required for a credential. Tuition and other related expenses to be reimbursed must have prior approval of the college president or his/her designee. Such approval will not be arbitrarily or capriciously withheld.

ARTICLE 16 EMBODIMENT OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Trustees and Council #93, AFSCME, AFL-CIO for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or not referred to, covered or not covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**ARTICLE 17
EMPLOYEE MEALS**

Employee meals and job-related expenses will be provided in accordance with current regulations issued by the Trustees.

**ARTICLE 18
EMPLOYEE ORGANIZATION LEAVE**

1. One (1) member of the AFSCME – Council #93 bargaining team shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement. AFSCME shall notify the System President of the name of that bargaining team member who will be attending particular bargaining sessions. No additional compensation shall be paid if negotiations extend beyond the end of the employee's work hours.
2. All release time granted pursuant to Section 1 of this article shall be granted subject to the provisions that the resulting absence from work will not interfere with the proper conduct of MCC business and/or functions.

Release time for the AFSCME negotiation team member granted pursuant to Section 1 will be denied only when there are extraordinary circumstances and/or when his/her absence is disruptive to the applicable MCC.

**ARTICLE 19
GRIEVANCE PROCEDURE**

1. Definitions and Scope

- 1.1 Employees within the bargaining unit, who have completed their initial probationary period, shall have the right to present grievances in accordance with the procedures prescribed in this article.
- 1.2 For the purposes of this Agreement, a grievance is defined as a dispute concerning the interpretation or application of a specific term or provision of this Agreement.
- 1.3 Any written grievance, which is submitted, must expressly specify identification of the Article, clause, section and alleged violation of the contract, as well as a statement of facts surrounding the issue and the remedial action requested.
- 1.4 The terms, conditions and administration of the Pension and Insurance programs shall not be subject to the provisions of this article.
- 1.5 Grievances involving classification, reclassification, allocation and reallocation shall be processed in accordance with the Classification/Reclassification/Allocation/Reallocation article.
- 1.6 The provisions of this article shall replace all pre-existing grievance procedures for employees in this unit and shall be the exclusive procedures for resolving differences which arise under this Agreement and other disputes between employees and the Trustees.

- 1.7 The grievance procedure cannot and will not be used to process a grievance which includes in part or totally any job classification or other subject not included or applicable to this Agreement or within the bargaining unit.
- 1.8 No agreement shall be valid which changes or modifies any provision of this Agreement unless signed by the System President or his/her designee, and the Coordinator for the State of Maine, AFSCME Council #93 or his/her designee, who shall be identified in writing.

2. Procedure

Step 1. An employee and/or the designated Union representative (steward) shall present the grievance orally to the supervisor within seven (7) workdays of the act or omission and which gives rise to the grievance or within seven (7) workdays from the time the employee should have been reasonably aware of the grievance. The supervisor shall discuss the grievance with the employee and/or the designated Union representative (steward), and if the dispute is not satisfactorily resolved within three (3) workdays from the date of the receipt of the oral grievance the supervisor shall provide a written response within two (2) additional workdays.

Step 2. The employee and/or the Union (steward) may appeal the supervisor's Step 1 written decision in writing within seven (7) workdays of the date of the Step 1 written decision to the applicable MCC President or his/her designee. The MCC President or his/her designee shall provide the grievant with a written response within ten (10) workdays of receipt of the appeal to Step 2 if no meeting with the grievant and/or the designated Union representative (steward) is to be held. If the MCC President or his/her designee determines that a meeting is to be held, he/she shall schedule such meeting within fifteen (15) workdays of receipt of the appeal to Step 2. The MCC President or his/her designee shall provide the grievant and the Union with a written decision within ten (10) workdays from the day the meeting was held. Any such appeal from the Step 1 written decision must be specific in stating the reason(s) for appeal.

Step 3. If the grievance is not settled at Step 2, it should be presented by the Union (Executive Director or his/her designee) in writing, to the System President within ten (10) workdays, after the response at Step 2 is due. The System President or his/her designee shall meet with the Union, with or without the employee, within fifteen (15) workdays, to take up the grievance. The System President, or his/her designee, shall respond in writing to the Union within ten (10) workdays from the date of the hearing.

Step 4. If the grievance still remains unsettled, the Union may within fifteen (15) workdays after reply of the System President is due, by written notice to the System President, request arbitration. Upon receipt by the System President of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within seven (7) workdays of receipt of the request for arbitration, the Union shall make an application to the Labor Relations Connection for an arbitrator. The Labor Relations connection shall be requested to submit a list of not less than nine (9) nor more than fifteen (15) names (but in all cases an odd number) of possible arbitrators, all of whom have had public sector experience. Within five (5) workdays from the date of the receipt of said list from the Labor Relations Connection the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one (1) name from the list until one (1) name remains. The

right of the party to first strike a name from the list shall be determined by lot. In the event the last name on the list is unsatisfactory to either party, the matter shall then be submitted on that date to the Labor Relations Connection for selection of an impartial arbitrator in accordance with the Labor Relations Connection rules then in effect. All communications concerning appeals and decisions at this step shall be made by personal service or by registered or certified mail. Employees whose presence at proceedings will be required and who are subpoenaed by either party shall be given administrative leave to attend same. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other parties and to the arbitrator(s).

The authority of the arbitrator shall be limited to disposing of the grievance submitted on the basis of the applicable provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall not have authority to determine any other issues not so submitted, nor shall the arbitrator submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator shall have no power or authority, directly or indirectly, to add to, subtract from, alter or otherwise modify any provisions of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. All fees and expense of the arbitrator shall be divided equally between the parties except that each party shall bear the costs of preparing and presenting its own case.

The arbitrator(s) shall be bound by the rules of the Labor Relations Connection which are applicable to labor relations arbitrations and which are in effect at the time of arbitration. Whenever possible, the arbitrator shall render the decision within thirty (30) calendar days of the date the arbitration hearing was conducted. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

Grievance Committee

The Union shall select employees to act as Union stewards and chief stewards. The names of the employees selected as steward and chief steward, and the names of the Union Representatives who may represent employees shall be certified in writing to the Trustees by the Union, and the individuals so certified shall constitute the Union Grievance Committee. Steward lists will be updated as necessary.

Processing Grievances During Working Hours

The Trustees agree that the applicable Union Grievance Committee member will be allowed, without loss of pay, to:

1. Respond to a request of an employee(s) to investigate and process a grievance,
2. Transmit official Union communications to the Trustees, and
3. Consult with the Trustees, or his/her designee, concerning the interpretation and application of this Agreement.

A Grievance Committee Member shall obtain the consent of his/her supervisor, or his/her designee, whenever he/she wishes to attend to the aforementioned Union business. Consent shall not be unreasonably denied. If denied, the reason or reasons shall be stated in writing.

The provisions of this article are not to be abused by Grievance Committee Members.

1. **General Provisions**

3.1(a) All of the time limits contained in this article may be extended by mutual agreement of the parties and shall be confirmed in writing.

3.1(b) Should the employee and/or the Union fail to appeal the grievance within the specified time limits, the grievance shall be considered settled on the basis of the employer's last decision.

3.1(c) Should the Trustees fail to render a decision within the specified time limits, the grievance shall be considered as automatically appealed to the next step of the grievance and arbitration procedure.

3.2 Written responses at each step will be given to the grievant with a copy to be furnished to the applicable Union Representative.

3.3 The parties may mutually agree when circumstances warrant to bypass steps of the grievance procedure.

3.4 During the term of this Agreement, grievances resolved at Steps 1 and 2 shall not constitute a precedent, except within the applicable organizational unit, unless a specific mutual agreement otherwise stipulating is made by the System President or his/her designee and the Executive Director of the Union.

3.5 An aggrieved employee shall not suffer any loss of pay he/she otherwise would have earned or be required to charge leave credits as a result of processing grievances during such employee's regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's scheduled working hours such time shall not be considered as time worked. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials or preparation for presentation at a grievance hearing.

3.6 The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such resolution be retroactive to a date prior to the date the grievance was first presented. However, grievances pertaining to pay issues only may be retroactive to a maximum of one hundred twenty (120) work days prior to the filing of the grievance.

**ARTICLE 20
HEALTH, LIFE INSURANCE**

The Board shall provide health insurance coverage for MCC employees. The Board agrees to continue to pay the full cost of employee coverage and sixty percent (60%) of spouse or dependent coverage

for full-time employees' Health insurance coverage for school year employees is provided under the terms of a Memorandum of Agreement attached to this agreement and incorporated herein.

The Trustees shall pay the full premium of employees' basic group life insurance.

ARTICLE 21 HOLIDAYS

There shall be thirteen (13) paid holidays each calendar year. They are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on Sunday will be observed on the following Monday.

The Trustees agree to abide by its present practices in regard to eligibility and reimbursement for holidays.

Employees shall be eligible for holiday pay only if they were in pay status on their normal work day immediately preceding and their normal workday following the day and date on which the holiday is observed.

Employees who are scheduled to work the calendar date and who are not scheduled to work on the observed date shall be paid the appropriate holiday rate for the calendar date. Employees who work both the calendar and observed dates shall be paid holiday pay for the observed day only.

Full time employees will be paid holiday pay based on the number of hours in their regularly scheduled workday in that holiday workweek. If the number of hours in the employee's regularly scheduled workday varies, and the employee is not regularly scheduled to work the holiday, the number of hours the employee is regularly scheduled to work during that holiday workweek shall be divided by the number of regularly scheduled workdays in the holiday workweek and shall constitute the number of hours for holiday pay. Part-time employees' holiday pay shall be determined by dividing their normally scheduled hours in the workweek by five (5).

In addition to regular pay for holidays, employees shall be entitled to one and one-half (1 1/2) times their regular rate for time worked on holidays, or upon mutual agreement, compensating time at the rate of one and one-half (1 1/2) hours for each hour of holiday work.

This premium pay or compensating time for time worked on a holiday shall be limited to the number

of hours in the employee's regularly scheduled workday, except that all hours worked on a holiday by a part-time employee shall be paid at the premium rate, unless the part-time employee works more than 40 hours in the holiday workweek. In such case, the number of hours paid at the premium rate shall be calculated by subtracting the number of hours the employee worked over 40 from the number of hours actually worked on the holiday, but in no event shall the number of hours paid at the premium rate be less than the number of hours in the employee's regularly scheduled workweek divided by five(5).

For the purpose of computing holiday premium and/or overtime premium for full time employees, if the number of hours in the employee's regularly scheduled workday varies, and the employee is not regularly scheduled to work the holiday, the number of hours the employee is regularly scheduled to work during that holiday workweek shall be divided by the number of regularly scheduled workdays in the holiday workweek and shall constitute the number of hours in an employee's "regularly scheduled workday." In no event, however, shall an employee be paid more than once for the same hours.

ARTICLE 22 HOURS OF WORK

It is understood that the operation of the MCC is twenty- four (24) hour, seven (7) day coverage. The basic workweek shall be forty (40) hours. Except for employees who are assigned to work schedules that require seven (7) days a week, twenty-four (24) hour per day coverage, the basic workweek shall be Monday through Friday.

For employees who are assigned to work schedules that require seven (7) days a week and/or twenty-four (24) hour a day coverage, the President will make every effort to have the affected employee have two consecutive days off. The parties agree that the needs and operational requirements of the MCC come first in any assigned work schedule, with the provision that such work schedules will not be done arbitrarily.

For employees on work schedules that call for ten (10) hours, four (4) days per week, at least two (2) of the three (3) "off" days shall be consecutive.

Work Schedules

Except as altered by this Agreement, the basic MCC workweek schedules in force on the effective date of this Agreement shall not be changed without the President promptly notifying the Union at its central office of the proposed change and negotiating the impact of such change, if requested, on the affected employees.

If the parties have not reached agreement within thirty (30) days after notification is given, the President may implement the changes and the obligation to bargain shall continue. Any changes will be posted and all employees affected by such changes will be notified, in writing, at least fourteen (14) calendar days before the effective date of the change in schedules unless emergency developments preclude the possibility of such notice.

Shifts

Employees shall be scheduled to work on regular work shifts having regular but not necessarily uniform starting and quitting times. These work shifts shall be made known to the employees and shall not be changed without notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Changes in the work schedules shall not be made arbitrarily or capriciously and shall be made only to meet the operational needs of the service.

Emergencies

Nothing herein shall be construed to limit the authority of the President to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergency situations over which the President have no control. However, such emergency assignments shall not extend beyond the period of such emergency.

This section is not to be construed as limiting the right of the President to make temporary assignments which are within the applicable provisions of this Agreement.

ARTICLE 23 JURY DUTY

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body of to perform jury services in such appearance or service results in his/her absence from work, he/she shall be granted court service leave for the period of time necessary to fulfill such requirement. Any employee who makes an appearance and whose services are not required shall return to work as soon as practicable after release.

An employee on court service leave for a full day shall receive his/her straight- time hourly rate for normally scheduled work hours. The employee retains the check issued by the court.

Any employee returning to work from court service leave shall be paid by the Trustees for his/her normally scheduled hours.

Any employee assigned to the third shift who serves on jury duty for a period of over four (4) hours in any one day will not be required to report to work on their next regularly scheduled shift within a twenty-four (24) hour period.

The provisions of this article shall not apply to any employee summoned to or appearing before a court or body as a party to any private legal act in which it is not job related.

ARTICLE 24 MAINTENANCE OF BENEFITS

With respect to negotiable benefits, terms and conditions affecting members of this unit, which are not covered by the Agreement, but which are presently provided pursuant to law, written

regulations, personnel rules, written, directives, or special orders, the Trustees agree to make no changes without appropriate prior consultation and negotiation with the Union.

ARTICLE 25 MANAGEMENT RIGHTS

The Union agrees that the Trustees have and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include but are not limited to: the right to determine the mission, location and size of all MCC and facilities; the right to direct its work force; to administer the merit system, including the examination, recruitment, selection, hiring, appraisal, training, retention, promotion, assignment or transfer pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the MCC System; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the MCC System and to take whatever actions may be necessary to carry out the mission of the applicable MCC in situations or emergency.

Nothing in this article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure herein.

ARTICLE 26 MILEAGE & TELEPHONE ALLOWANCE

Employees shall be paid a mileage allowance in accordance with the MCC financial policy but no less than twenty-eight cents (\$.28) per mile for use of their personal vehicles on MCC business.

Employees who are handicapped and who operate their own personal wheelchair lift or other specially equipped vehicle on MCC business shall receive a mileage reimbursement rate of no less than forty-one cents (\$.41) per mile.

When an employee is specifically required by the Board to have a telephone in his/her residence, the Board shall pay nine Dollars (\$9.00) of the basic monthly charge.

These payments shall be made on a semiannual basis in January and July and shall be prorated for those employees who become eligible or who terminate MCC service between the semiannual payments.

Specifically required for the purpose of this article shall be interpreted to mean a telephone is required as a condition of employment in order for the employees to continue their employment in their present position and/or as a condition of employment for any movement to another position. This article shall not be construed to automatically include employees who are included on an overtime list.

ARTICLE 27
MILITARY TRAINING
LEAVE OF ABSENCE WITH PAY

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties for their annual two-week training period without loss of base pay, and shall accrue sick and annual leave and seniority during such periods up to seventeen (17) calendar days in any federal fiscal year specified under the provisions of the National Defense Act or Armed Forces Reserve Act of 1952. Additional military leave shall be provided in accordance with the Uniformed Services Employment and Reemployment Act ("USERRA").

ARTICLE 28
NON-DISCRIMINATION

MCCS agree to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, creed, color, national origin, sex, marital status, sexual orientation or identity, age, physical or mental disability unless based upon a bona fide occupational qualification; and 2) intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or identity, age, physical or mental disability.

The Union agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, sexual orientation or identity, physical or mental disability.

The Union agrees to support the Trustees' current Affirmative Action Program which complies with or is mandated by applicable State and Federal law.

The Union and the Trustees agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all of its various forms is unacceptable conduct and will not be condoned or tolerated by the Union or the Trustees.

In instances involving discrimination complaints, the employee will submit the discrimination complaint to Step 3 of the grievance process prior to engaging in any external review of the complaint.

ARTICLE 29
OVERTIME

Full time employees shall be eligible for payment of overtime at the rate of one and one-half (1 1/2) times their hourly rate of pay after actually working eight (8) hours in any day, or after their regular scheduled hours if greater, for forty (40) hours of actual work in any week.

This provision shall not apply to employees working on alternate work schedules, or flextime schedules.

With the exception of paragraph 1 above, the Trustees agree to continue the present practices relating to payment for overtime hours worked, including compensatory time off or the payment of time and one-half for all hours actually worked in excess of forty (40) hours in any work week. If compensating time is given, it shall be at the rate of one and one-half (1 1/2) hours of compensating time for each hour of overtime actually worked. Employees may accumulate no more than two hundred forty (240) hours of compensating time.

An employee working a consecutive shift will be compensated at an overtime rate for hours worked beyond the initial eight (8) hours of regularly scheduled hours if greater.

Compensating time

Compensating time earned by an employee may be accumulated up to two hundred forty (240) hours. Accumulated compensating time shall be reduced to two hundred forty (240) hours by June 30th. Except where operational needs require otherwise, employees shall be entitled to use compensating time at times of their choice. If an employee is denied use of compensating time which exceeds the allowable accumulation, he/she shall, at the employer's option, be paid for the time or be entitled to carry it over until a suitable time to use is approved.

Overtime Distribution

In classifications where employees are eligible for overtime pay and within a work group or at a work location as appropriate, overtime work shall be equalized to the extent possible among employees within a classification who normally perform the duties involved.

When the required overtime duties normally overlap from one classification to another, every attempt shall be made to equalize such work among members of those classifications.

In the event no employee accepts required overtime work, the Trustees shall assign employees within the work location involved from the appropriate work group to perform the overtime work by continuing rotation in inverse order of seniority. Employees, who are unavailable, including employees who are on vacation, sick leave or other approved leaves of absence, and employees for whom the requirement of overtime work would cause undue hardship, shall be excused from a required overtime assignment. Employees so excused shall not lose their eligibility for overtime equalization.

Work in progress, when appropriate, shall be completed by the employee performing the work at the time the determination is made that overtime is required except that an employee for whom the requirement of overtime work would cause undue hardship shall be excused from the overtime assignment.

Pyramiding Overtime

The overtime premium or rate shall not be pyramided or paid more than once for the same overtime hours.

ARTICLE 30 POLITICAL RIGHTS

The employee shall be granted all political rights not specifically prohibited by law.

ARTICLE 31 POSTING

All job vacancies shall be posted on the Union bulletin board in the applicable organizational units for any five (5) workdays (120 hours) during any Monday through Friday period. Any employee wishing to be considered for an applicable promotion shall file a written, dated application with his/her MCC President or his/her designee. Job posting notices shall indicate the name and title of the person to whom application shall be submitted and approximate date the vacancy will be filled. Seasonal and part-time employees shall have the right to apply for full-time job vacancies and shall be given consideration in accordance with their abilities, qualifications, and seniority within the applicable organizational unit.

ARTICLE 32 PRE-RETIREMENT COUNSELING

- A) Up to six (6) days of leave without loss of pay or benefits shall be provided to a member of the bargaining unit to provide pre-retirement counseling to employees.
- B) Employees within one (1) year of retirement shall be entitled to eight hours of leave without loss of pay or benefits to attend pre-retirement counseling.

ARTICLE 33 PROMOTIONS (NON-COMPETITIVE)

Vacancies shall be filled by reinstatement from layoff, transfer, demotion, promotion, reemployment or original appointment, in accordance with merit system principles.

The term "promotion" is defined as the advancement of an employee to a higher rated range position. Promotions shall be made on the basis of:

First: By seniority from among the bargaining unit applicants who have the ability and qualifications to perform the duties of the higher classification. Ability and qualifications mean that the employee has the capacity to perform the duties of the classification and does not mean that he/she is best qualified.

Second: If there is no qualified applicant within the bargaining unit and training is necessary, training shall be given to individuals within the bargaining unit by seniority.

The employee who is promoted shall be advanced to Step A of the classification being advanced to. Should such action result in less than a five percent (5%) increase in pay, the employee shall be advanced to the applicable step of the rate range to which promoted that will result in the employee being given at least a five percent (5%) increase.

Employees promoted, under the provisions of this article, will be in a probationary status for a period of three (3) months from the effective date of the promotion. Such probationary period may be extended for an additional three (3) months. During such period the employee may be removed from the promoted position for failure to fulfill the duties of the position. In such a case, the employee will be eligible to fill any vacant position that he/she has previously held that is equal to or lower in rate range. However, if the position from which the employee is being demoted is to be filled by a new hire and/or from outside the bargaining unit, such affected employee may "bump" the most junior employee in the position previously held by the affected employee immediately prior to the promotion.

ARTICLE 34 REIMBURSEMENT FOR PROPERTY DAMAGE

The Trustees shall continue to reimburse employees for personal property at replacement value up to \$100, otherwise a reasonable value will be reimbursed for property damaged, destroyed or stolen while in the performance of their duties in accordance with established procedures.

ARTICLE 35 RE-OPENER

The parties agree to a re-opener during the duration of the agreement only by mutual agreement of the parties.

ARTICLE 36 REPORTING PAY

An employee who reports for work on a regularly scheduled shift and who is released due to lack of work shall receive a minimum of four (4) hours pay at the appropriate rate. Provisions of this article shall not apply to events caused by an act of God.

ARTICLE 37
RESPONSIBILITIES OF THE PARTIES

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Union, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement.

The Trustees and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

(a) There shall be no intimidation or coercion of anyone employed by the Trustees into joining the Union or into continuing his/her membership therein;

(b) There shall be no interference with the right of anyone employed by the Trustees, and within the applicable bargaining unit, to become a member of the Union or to continuing his/her membership therein;

(c) The Union agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members. The Trustees acknowledge the right of the Union to require from those non-members payment equal to the amount spent representing those same non-members. The costs shall include, but not be, limited to, reasonable fees for employee representative services and expenses; attorneys' fees and expenses; arbitrators' fees and expenses, plus what other charges as the Union may rightfully charge for the services rendered. The Union shall indemnify and hold the Trustees harmless against any and all claims, suits, orders or judgments brought or issued against the Trustees as the result of the action taken or not taken by the Trustees under the provisions of this article;

(d) There shall be no discrimination, restraint or coercion against anyone employed by the MCC because of his/her membership, non-membership in the Union, or Union activity;

(e) The employees recognize that the Trustees have a right to require from every employee efficient and economical service in the performance of his/her duties:

(f) Employees shall promptly and efficiently execute the instructions and orders of their supervisors and of other authorized executives of the Board of Trustees; and

(g) The applicable procedures of this Agreement, including arbitration, shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

**ARTICLE 38
RETIREMENT**

The Trustees agree to continue to provide retirement benefits to employees pursuant to applicable statutes. For the term of this agreement the retirement plan options offered to members of the bargaining unit are as follows: Maine State Employee and Teacher Retirement Program. The provisions of the retirement plan(s) and benefits are provided in plan descriptions and/or applicable statutes and regulations.

**ARTICLE 39
RULES AND REGULATIONS**

The provisions of this Agreement supersede, for employees included within the certified bargaining unit, any and all existing and formerly applicable and negotiable Personnel Rules and Regulations.

**ARTICLE 40
SAFETY AND HEALTH**

The Trustees will take appropriate action to assure compliance with all laws concerning the health and safety of the employees working in MCC-owned or leased buildings.

The union will cooperate by encouraging all employees to perform their work in a safe manner.

If an employee believes he/she is assigned to duties where his/her safety and health may be endangered beyond what is usually expected of the applicable position, he/she shall bring the condition to the attention of his/her supervisor who shall take action in reference to the matter.

If there is a dispute concerning an alleged condition, it shall be entered as a grievance at Step 2 of the Grievance Procedure.

**ARTICLE 41
SCHOOL YEAR EMPLOYEES**

School year employees shall be offered all opportunities to work during the non-school year whenever there is a need to have food prepared and/or serve for an event at the college.

**ARTICLE 42
SECTION 125 PLAN**

The Trustees shall continue the Section 125 Plan to allow pre-tax treatment of the employee's share of health and dental insurance premiums. The plan will be amended to include a medical reimbursement account and a dependent care reimbursement account to be available for enrollment not later than January 1, 2004.

ARTICLE 43 SENIORITY

Seniority is defined as length of continuous service within the applicable MCC. Seniority applies only when the probationary period has been successfully completed.

For purposes of this article "MCC System service" shall include periods of continuous prior State service performed by employees transferred to the MCC System pursuant to Chapter 695 (Public Law 1985) on April 16, 1986 and continue to be employed without a break in service through the signing of this Agreement.

New full time employees shall serve a probationary period of six (6) months starting with his/her first day of employment and will be added to the applicable seniority list at the end of said six (6) month period. During probation, the new employee can be dismissed at any time without the establishment of just cause. Any such dismissal is final and will not be subject to the grievance procedure or grievance arbitration.

The initial probationary period may be extended, for a period not to exceed six (6) months, or until the employee has successfully completed any special training program required by the job classification, unless the Trustees have failed to make the program available.

Any extension of the probationary period, except to complete training program requirements, shall be subject to the grievance procedure of this Agreement. Said grievance must be initiated by the involved employee.

Part-time employees shall accumulate seniority, as defined in this article, based on the formula that upon completion of each 173 hours in pay status shall equal one month's seniority.

Except for extenuating circumstances, each employee, upon completion of a probationary period of six (6) consecutive months of employment from the date of hire, shall be considered as having permanent status. Should the six (6) month probationary period be extended, the employee shall be notified in writing of the extension and the reasons therefore, prior to the expiration of the first six (6) month probationary period.

For the purpose of this provision only, layoffs of probationary employees at any Maine Community College System, which are caused by school vacations, shall be considered extenuating circumstances and consecutive months could cover portions of two consecutive different school years.

Any employee may be dismissed without recourse to the grievance and arbitration procedure during his/her initial probationary period or any extension of same, or failure to successfully complete the required training program.

Any employee shall lose his/her seniority if he/she:

- (a) voluntarily resigns from his/her employment;

- (b) is discharged for just cause;
- (c) is absent from work for a period of three (3) consecutive workdays without notifying the appropriate MCC authority, unless extenuating circumstances existed;
- (d) is laid off and not recalled for work within two (2) years of the date of layoff;
- (e) if the employee accepts promotion to a position, outside of the bargaining unit but within the MCC, and fails to return to the bargaining unit within one year of the date he/she left the bargaining unit; and
- (f) fails to notify the appropriate Trustee authority, within three (3) calendar days of the receipt of the notice of recall, of the intent to return to work, unless extenuating circumstances beyond the control of the employee prevent the employee from doing so.

The recalled employee must report for work, to the position for which recalled, within thirteen (13) calendar days of the date of receipt of the notice of recall if such notice has been mailed to the last known address. Failure to do so shall be considered as a break in service and terminates all rights of recall.

Notices of recall shall be sent by certified mail to the employee's last known address.

Employees on layoff are required to keep the appropriate MCC authority informed of their current address.

Layoffs and recalls to work for a period of four (4) workdays or less shall be deemed temporary and shall not be subject to the provisions of this article.

Layoffs

In cases of layoffs and demotions in lieu of layoff, for periods of more than four (4) workdays, the procedure shall be as follows:

(a) the least senior employee(s) within the classification(s) and applicable MCC involved shall be laid off or may exercise his/her right to "bump" in lieu of layoff, in accordance with the provision of this section. Should such employee desire to be laid off, and not exercise his/her right to "bump", he/she may sign a waiver attesting to his/her desire to be laid off and subject to the conditions outlined in the waiver, copy of which is shown in Appendix A;

(b) in those instances where an employee is affected by (a) above, the affected employee may "bump" (1) the most junior employee within the applicable MCC in any occupationally related classification which he/she has the ability to efficiently perform without training in the skills of the job, or (2) the most junior employee in the classification the affected employee has previously held. The affected employee shall be placed on the first step of the new pay range that results in at least a five percent (5%) pay reduction. In any case, the employee may only "bump" employees in the same or lower rate ranges. The so-called "bumped" employee will follow the same procedure in

exercising the right to "bump" if it is available;

(c) in those instances where the employee(s) affected in (a) above cannot exercise the right to "bump," such employee(s) shall be laid off;

(d) any employee who wishes to exercise the right to "bump" an employee with less seniority must possess the abilities to efficiently perform the duties of the classification "bumped" into and must have the present ability to perform all of the duties of the applicable classification; without training in the skills of the job;

(e) the Trustees shall give employees about to be laid off a ten (10) workday notice of such layoff. Such employees shall be required to reply in writing within five (5) workdays of notice of layoff as to their decisions on layoff and displacement rights. Employees who are displaced as a result of the exercise of other employees' "bumping" rights pursuant to the provisions of this article shall be given notice of a pending layoff as soon as practical and at least give (5) workdays before the effective date of the layoff. Such employees shall be required to reply in writing within five (5) workdays of notice of layoff as to their decision on layoff and displacement rights.

(f) Resigns from his/her employment. An employee is required to submit to the Trustees, at least fifteen (15) calendar days prior to the effective date of his/her resignation, a written notice of resignation. During the first five (5) days of such fifteen (15) day period the employee may retract his/her resignation without prejudice and such retraction must be accepted by the employer. Any retraction of the written resignation, presented by the employee during the period beginning ten (10) days prior to the effective date of the written resignation and extending through the period of ten (10) days after the effective date of the resignation, may be accepted at the sole discretion of the President of the applicable MCC.

An employee who accepts promotion to a position outside of the bargaining unit but within the MCC, shall have the right to return to a vacant position within the bargaining unit provided such return is not occasioned by a layoff. If such employee returns to a position within the bargaining unit within one year of the date he/she left such unit, he/she shall be given:

- (a) the MCC service seniority credited at the time he/she left the bargaining unit, including all time accrued in the position promoted to and any subsequent position held prior to returning to the bargaining unit;
- (b) the total longevity credited at the time he/she returns to the bargaining unit;
- (c) should no vacancy exist, such employee shall be considered to be on layoff from the last position held in the bargaining unit for a period of two years minus time spent on the position outside the bargaining unit; and
- (d) any employee returning to the bargaining unit must have been classified to the applicable position and have the abilities to perform the duties of the position without training in the skills of the classification.

Recalls

Recalls to work shall be made on the basis of (1) the most senior employee within the MCC and who has previously held the classification shall be the first to be recalled; and (2) ability to efficiently perform the duties of the open classification and without training in the skills of the job.

Recall registers shall carry the name of a former employee for a period of two (2) years from date of layoff.

Should a job vacancy occur in a classification held by an employee who exercised the right to "bump," the Trustees must return the employee to such classification and the employee will be required to return to such original classification unless by mutual agreement between representative of Union and Trustees. If the employee refuses to return to his/her original job he/she shall be considered as a voluntary quit.

No new employees shall be hired until all employees on layoff status from the applicable classifications have been recalled.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

ARTICLE 44 SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to the MCC System of funds or property or services made available through State or federal law, then such specific article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such a decision, the parties agree to negotiate a substitute for such article, section or portion thereof, provided that such decision does not involve a loss of funds to the MCC System and provided further that the remainder of this Agreement shall continue in full force and effect. The parties agree to use their best efforts to contest any such loss of federal funds which may be threatened.

ARTICLE 45 SICK LEAVE

Sick leave shall be earned at the rate of one (1) workday for each completed full month of service. Service shall begin on the date of MCC employment and time on layoff, suspension, or leave without pay, except as otherwise provided by law or these rules, shall not be counted in determining the completion of a full month of service. The maximum amount of sick leave which employees may accumulate shall be unlimited. However, the amount of unused sick leave accruals which can be credited toward MCC service for retirement purposes shall continue as presently provided for by statute. When the maximum limitation has been accumulated, days that would normally thereafter

be earned shall lapse but shall be recorded by the MCC.

Employees currently with lapsed sick leave credits shall have such lapsed sick leave added to their accumulated sick leave. Part-time employees employed normally year round and established on a regular hourly work schedule shall be allowed sick leave credits prorated on the amount of time worked.

Employees may utilize their allowance of sick leave on the basis of application therefore, approved by their respective MCC President for absences necessitated by inability to perform the duties of their positions by reason of illness or injury, by necessity for acute medical or dental care, by exposure to contagious disease under circumstances in which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty, or by illness in the immediate family of the employee for such periods as the attendance of the employee shall be necessary. Immediate family as used in this article shall mean the spouse and parents of the spouse or the significant other and the parents, stepparents, guardian children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents and grandchildren of the employee. In addition to those immediate family members listed above, employees may use such sick leave for aunts, uncles, daughter-in-laws, and son-in-laws with the approval of the College President or his/her designee. The MCC President may require such medical examination or certificate as he/she deems necessary before approving the utilization of sick leave.

All sick leave shall expire on the date of separation from the MCC service, and no employee shall be reimbursed for sick leave outstanding at the time of termination of his/her MCC employment.

A former MCC employee who is reappointed within four (4) years of his/her separation from the System, with probationary or permanent status, will immediately have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit.

For the purpose of this Article, "significant other" means that a relationship exists between two people, neither or whom is married, that is intended to remain together indefinitely and where there is joint responsibility for each other's common welfare, there are financial obligations and there is a shared primary residence. The relationship must have existed for at least six (6) months before benefits under this article may be provided.

ARTICLE 46 TEMPORARY TRANSFERS (ACTING ALLOWANCE)

When an employee is assigned temporarily by his/her MCC President to a job for which he/she is qualified in a higher pay grade for a period of five (5) or more consecutive workdays, the employee shall be paid retroactively from the start of the temporary transfer for the duration of the temporary assignment. Any employee regularly scheduled on a four (4) day workweek who performs work in a higher pay grade for four (4) consecutive days or more shall be paid retroactively to the first day. The employee shall be paid one (1) step higher in his/her current grade or the minimum of the job to which he/she is assigned, whichever is greater. In no event may an employee acquire any status in a higher classification as a result of his/her temporary assignment.

ARTICLE 47 TRANSFERS

Employees in any classification who have the present ability to perform the necessary work shall have the right to elect to transfer to any vacancy in their classification or a lower classification in line with their seniority, but recognizing the needs of the MCC and extenuating circumstances.

Recognizing the needs of the MCC and extenuating circumstances, an employee may exercise his/her seniority for the purpose of changing work sites, work shifts or workweek when an opening occurs within his/her classification on another work site, work shift or workweek and within the same MCC.

An employee who desires a transfer (as set forth above) shall make an application in writing to the person designated on the posting, requesting such transfer.

An employee may exercise his/her transfer rights no more than once every six (6) months.

Transfers from a position in one MCC to a position in another MCC within the jurisdiction of the MCC System (positions within the bargaining unit) may be made with the approval of the System President and the consent of the MCC President concerned, provided the positions are in the same job classification.

ARTICLE 48 TUITION WAIVER

Tuition of credit bearing courses shall be waived for:

A. The Employee

MCC System shall provide employees with a tuition waiver for any two (2) MCCS courses per semester on a space available basis. Employees will be responsible for related fees and materials.

Employees may be provided with release time during the workday or a flexible work schedule to attend one (1) MCCS course per semester upon approval of the College President or his/her designee.

B. The spouse or significant other of the employee

C. Children and dependent children of the employee, who, at the beginning of the tuition waived course(s) are twenty-two years old or younger. Dependent child status shall be verified by federal tax return. Child status shall be verified by birth or adoption certificates whichever is appropriate.

Access to such tuition waived courses for the non-matriculated child, dependent child, or spouse shall be on a space available basis.

Each child, dependent child and spouse of an employee shall be eligible for tuition waivers not to exceed two (2) years of full-time course work.

**ARTICLE 49
UNIFORMS AND PROTECTIVE CLOTHING**

The Trustees agree to provide uniforms (five shirts), if they are purchased through the uniform company, and protective clothing to employees who are required to wear such items. The Trustees agree to provide one hundred dollars(\$100) annually toward the purchase of pants. Where the Trustees are presently providing a uniform and/or clothing allowance, they shall continue to do so.

The Trustees agree to provide each member of the bargaining unit reimbursement for one pair of work-suitable shoes per year, to a maximum of \$150 reimbursement. Shoes must be worn to work every day and must be work-quality in safety, comfort and stability. An employee may be relieved from work without pay on any day that the employee reports to work without wearing the work-suitable shoes, unless the employee has obtained approval or is otherwise excused. Reimbursement will be provided upon suitable evidence of purchase.

An employee is eligible for the reimbursement as provided in this Article from the first day of employment.

**ARTICLE 50
UNPAID LEAVE OF ABSENCE**

Leave and benefits are available under the relevant State and Federal Family Leave Acts. In general, this leave is available for a total of twelve weeks per year under the federal FMLA; ten weeks within two years under the Maine Family Medical leave Act; and for more extended periods under the military-related family medical leave law as applicable.

Family medical leave is available to eligible employees for birth or adoption of a child; to care for a serious health condition of a spouse, parent or child; or for a serious health condition of the employee; or for reasons provided under military-related family medical leave. Family medical leave is provided and administered by MCCA consistent with the requirements of the relevant family medical leave laws.

This leave is available for a total of twelve weeks per year for birth or adoption; to care for a serious health condition of a spouse, child, or parent; or for a personal serious health condition.

An employee shall be eligible for an unpaid illness leave of absence upon completion of six (6) months continuous service.

An employee shall be eligible for another type of unpaid leave of absence upon completion of

his/her initial probationary period or justified extension thereof.

An unpaid leave of absence may be granted at the discretion of the President or his/her designee, and will be in writing and shall not be arbitrarily or unreasonably withheld. In evaluating any such request for unpaid leave, the President may consider the operational impact on the college; the duration of the leave requested; how the employee's work will be accomplished during the absence; the impact on the remaining employees in the work group; and other reasonable and work-related factors. Any dispute concerning the failure to grant a leave shall be entered at Step 3 of the Grievance Procedure. Employees who obtain leave under false pretenses, or use their leave for purposes other than specified at the time of approval, will be terminated.

Time spent on a leave of absence other than an unpaid sick leave shall not be credited toward seniority or longevity.

Time spent on unpaid sick leave shall be credited toward seniority but not longevity.

Any application must be in writing and specifically state reasons for such application and the length of time requested. Should the reason be for unpaid sick leave, such request must be substantiated with a physician's statement and the cost of such statement will be paid by the employee.

Upon return to work after completion of a period of a leave of absence, the employee shall be returned to the organizational unit and position held immediately prior to the beginning of the leave of absence. If the leave provided was outside of or beyond the family medical leave acts and the exhaustion of accrued sick leave, the college will make a good faith effort to return the employee to the same position but may, based on operational needs or staffing levels, return the employee to another position in the same unit for which the employee is qualified.

Cancellation of Leaves of Absence

All leaves of absence shall be subject to the condition that the President may cancel the leave for just cause at any time upon prior written notice to the employee, specifying a reasonable date of termination of the leave, and the reason for such cancellation.

Upon prior notice to the employee, an approved leave of absence may be canceled at any time it is found that the employee is using the leave for purposes other than those specified at the time of approval.

Sick or Personal Injury Leave Without Pay

Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay shall be granted by the President for a reasonable period in which the employee is unable to perform the essential duties of his/her position because of a bona fide disability. The President may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave, or from a designated physician (the fee of the designated physician shall be paid for by the Trustees). In the event of a failure or refusal to supply such certificate, the Trustees may cancel such sick leave and require the employee to report for duty

on a specified date. Should the employee fail to report as required, his/her employment shall be terminated.

Leaves of Absences Without Pay

Employees covered by this Agreement may be allowed to be absent from duty without pay for a period not exceeding a total of twelve (12) months in any fourteen (14) consecutive months, subject to the consideration and discretion of the President as provided in this Article.

Childbearing and Adoption Leave

Except in cases of unpaid sick leave, or unless inconsistent with the applicable family medical leave act, employees must submit in writing his/her intent to return to work from an unpaid leave of absence at least two (2) weeks in advance of the date of the employee's intended return to work.

ARTICLE 51 USE OF STATE FACILITIES

The Trustees shall continue to provide to AFSCME use of available appropriate Trustee facilities under the same guidelines, procedures and restrictions, subject to prior approval, as heretofore established. AFSCME shall reimburse the Trustees for any additional costs occasioned by use of Trustee facilities pursuant to this article.

All meetings in Trustee facilities shall be held during the employee's non-work time, and in non-work areas, and attendance shall be voluntary.

Nothing contained herein shall be construed to allow AFSCME or its representatives and members use of office space, internal mail services or photocopying or any other equipment for Union business.

In no event may such use of Trustee facilities interfere with the performance of employees' duties, violate the MCC security regulations and policies or constitute an annoyance to the general public.

ARTICLE 52 VACATION

Each employee shall earn vacation with pay on the following basis: One (1) workday shall be earned for each completed full month, or hourly equivalent, of service during the first five (5) years of employment with the MCC System. Thereafter, provided the last five (5) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month, or hourly equivalent, of employment with the MCC System, one and one-fourth (1 1/4) days shall be

earned until ten (10) years have been completed; one and one-half (1 1/2) days shall be earned until fifteen (15) years have been completed; one and three-fourths (1 3/4) days shall be earned until twenty (20) years have been completed; After the completion of twenty (20) years, two (2) days shall be earned; after the completion of twenty five (25) years, two and one-fourth (2 ¼) days shall be earned thereafter.

Vacation shall be credited in advance at the beginning of the fiscal year for employees who have completed one (1) year of employment. Such credits shall include those, which the employee will have become eligible for due to an anniversary date occurring during that year. If an employee leaves during the year with a vacation credit balance lower than would have been available under a monthly accrual rate, the deficit amount shall be deducted from the employee's final compensation. Other practices concerning the earning of vacation credits shall be continued.

Service shall begin on the date of MCC System employment, and time on layoff, suspension or leave without pay shall not be counted in determining the date of completion of a full month or a full year of service except as otherwise provided by law or this Agreement. For purposes of this article "MCC System service" shall include periods of continuous prior State service performed by employees transferred to the MCC System pursuant to Chapter 695 (Public Law 1985) on April 16, 1986 and continue to be employed without a break in service through the signing of this Agreement.

The operational needs of the College are such that food services be fully-staffed during the fall and spring semesters, and one week prior to the start of the fall semester. Accordingly, employees will generally not take vacation during those periods. It is recognized that there may be exceptional reasons why an employee may request vacation during those periods. Such requests must be made to the College President whose disposition shall be final and not be subject to the provisions of Article 19. During all other periods employees shall be able to use vacation at times of their choice provided that the College requires a minimum number of employees who must be present for work at any time. Conflict among employees scheduling vacation shall be resolved by seniority. Requests for vacation shall be made at least one week in advance. However, the College may grant requests made less than one week in advance at its discretion

Any vacation leave schedule, by written request that is over 30 days old shall not be canceled by a more senior employee's request. This policy is in effect unless other provisions are mutually agreed upon between the parties on a MCC by MCC basis. Any request for vacation time made more than thirty (30) days prior to the request for time off shall be answered within ten (10) workdays of the receipt of the request.

Employees having less than fifteen (15) complete years of service may accumulate vacation leave to a total of thirty-five (35) workdays. Those employees having more than fifteen (15) years of service, the last five (5) years of which have been continuous, may accumulate to a total of forty (40) workdays, provided, however, that an employee who is about to lose a day of vacation leave because of the limitation of accrual imposed by this article, upon advance notice to the President may within the thirty (30) calendar days following, absent himself with the consent of his/her President to prevent the loss of such day.

Maximum accrual limits shall not apply to those employees on military leave.

Any employee who is separated from MCC service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working days or unused vacation leave up to the maximum allowed under this article.

If an employee is allowed to utilize accrued vacation credits prior to separation in lieu of a lump sum payment, accrual of additional vacation, sick leave or holiday credits shall cease with the commencement of such leave.

Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit a written request for such advance three (3) weeks prior to the pay day on which they want to receive payment.

ARTICLE 53 WORKBREAKS

Employees working an eight hour shift or more shall be entitled to a 30-minute unpaid lunch break to be scheduled between 4th and 6th hour of the work shift. Employees working a ten-hour shift shall be entitled to an additional 15 minute paid break during their work day. Employees working less than an eight-hour shift shall be entitled to a 15 minute paid break during their work day. Breaks will be scheduled at a mutually agreeable time subject to operational needs.

ARTICLE 54 WORK RULES

The Trustees will notify the Union ten (10) calendar days prior to the effective date of any new rule, regulation, modification or amendment to existing work rules.

Any new rule or modification of existing work rules shall not be inconsistent with the provisions of this Agreement.

When existing rules are changed or new rules established, they shall be posted for three (3) consecutive workdays during a period Monday through Friday before becoming effective.

Employees shall comply with all reasonable work rules.

ARTICLE 55 WORK STOPPAGE AND SLOWDOWN

Employees within the bargaining unit, the Union, and its officers at all levels, agree that they will not instigate, promote, sponsor, condone, or engage in any work stoppage, sympathy work stoppage, slowdown, picketing or any other interruption of the operations of the MCC.

"Work stoppage" means, during the term of this Agreement, the concerted failure by employees

to report for duty, the concerted absence of employees from work, the concerted stoppage of work, the concerted slowdown in the full and faithful performance of duties by an employee or group of employees, the concerted submission of resignations, participation in a deliberate and concerted course of action and conduct which adversely affects the services of the Trustees.

The officers of the Union, at all levels, individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this article, including the remaining at work during any interruption or slow-down of work which may take place.

The parties agree that the grievance procedure is the sole and exclusive means of settling grievances under this Agreement.

ARTICLE 56 WORKERS' COMPENSATION

The Trustees shall make every possible effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Commission. Upon each award of the Workers' Compensation Commission, interest shall be assessed from the date on which the petition is filed at a rate of six percent (6%) per year, provided that if the prevailing party at any time requests and obtains a continuance for a period in excess of thirty (30) days interest will be suspended for the duration of the continuance. From and after the date of the decree, interest shall be allowed at the rate of ten percent (10%) per year.

Where an employee has been unable to work for one (1) year, the employee may be terminated from his or her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the position from which he/she was terminated, the employee may return to that position if it is vacant. If that position is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position, or the next available position if no such vacancy exists in the same classification within the applicable MCC and for which the employee is qualified, and shall be treated as if on layoff status.

If an employee who is terminated pursuant to this article is eligible for and makes application for disability retirement, the Trustees shall continue to provide the employee's group health insurance and shall continue to pay the cost of the employee's coverage, as well as fifty percent (50%) of the dependent coverage, until the employee receives his/her first disability retirement check or until six (6) months after the termination, whichever occurs first.

In the event that any employee who has been terminated pursuant to this article regains a work capacity and returns to work, the employee shall not lose the benefit of any prior years of MCC service immediately preceding his/her termination, for purposes of retirement, seniority, vacation accrual rate and restoration of sick leave credits.

**ARTICLE 57
TERM OF AGREEMENT
TERMINATION**

The term of this Agreement shall be from July 1, 2021 to and including June 30, 2023.

Termination

Unless otherwise specifically provided for herein, this Agreement shall apply to those employees in the bargaining unit on the date of the signing of this Agreement and shall be effective as of the signing of this Agreement and shall remain in full force and effect until the 30th day of June 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS THEREOF, the parties hereto have set their hands this ____ day of December, 2021.

**AGREEMENT BETWEEN
MAINE COMMUNITY COLLEGE SYSTEM
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
2021-2023
INSTITUTIONAL SERVICES**

**FOR THE
MAINE COMMUNITY COLLEGE SYSTEM:**

William H. Cassidy
William H. Cassidy (Feb 10, 2022 14:05 EST)

**William Cassidy
Chair, Board of Trustees**

David Daigler

**David Daigler
President MCCS**

Robert Nadeau

**Robert Nadeau
Chief Counsel for Labor and Employment MCCS**

**FOR THE
AFSCME UNIT:**

Sylvia Hebert

**Sylvia Hebert
Chief Negotiator
AFSCME – Council 93**

Megan Paine

**Megan Paine
AFSCME**

APPENDIX A
WAIVER OF SENIORITY

(Name)

(Agency)

(Department)

My continuous service date is _____. I hereby choose not to exercise my seniority privileges in relation to the layoff procedures of the MCC. Despite the fact that I have the privilege of displacing a junior employee, I hereby request that I be laid off without regard to such privilege of displacement.

I understand I will be recalled only to a future vacancy in the position of _____ and that I will be subject to recall for a period of two (2) years from _____.

I also understand I may cancel this waiver at any time during the aforementioned two (2) year period. Should I do so, I will be subject to recall:

1. Within the applicable organizational unit to any position that I have previously held that may become vacant, the duties of which I have the ability to efficiently perform without training in the skills of the position, or
2. To any vacancy, within the applicable MCC that is within the occupationally related classification from which I was originally laid off.

Date

Employee Signature

Date

Witness

The foregoing waiver has been accepted by the Trustees and the above-mentioned employee is laid off beginning _____.

Date

Name

APPENDIX B

DEFINITIONS

ACCREDITED UNION REPRESENTATIVES: Whenever the term "accredited Union representative" is used, it shall refer to the elected officers, chief stewards and steward of Council #93, American Federation of State, County and Municipal Employees.

DAY(S): Whenever the term "day(s)" is used, it shall refer to calendar day(s).

DULY AUTHORIZED REPRESENTATIVES: Whenever the term "duly authorized representatives" is used, it shall refer to the staff of Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, and/or staff of the International AFSCME Union.

EMERGENCY SITUATIONS: Whenever the term "emergency situation" is used, it shall refer to situations over which the Trustees have no control.

EMPLOYEE: Whenever the term "employee" is used, it shall refer to the employees within the MCC bargaining Unit as defined in the Recognition article.

LONGEVITY: Longevity is defined as an employee's length of continuous service with the Trustees since his/her last date of hire.

NUMBER: Whenever the singular is used; it is to include the plural unless otherwise expressly provided or clearly indicated by the context.

PERMANENT: A period of time in excess of six (6) months.

REASSIGNMENT: Whenever the term "reassignment" is used, it shall refer to the assignment of an employee from one worksite or shift to another worksite or shift on the basis of seniority, unless special skills are required for the assignment.

STEWARD: Whenever the term "steward" is used, it shall refer to employees selected by the Union to represent them in matters related to this Agreement.

TRUSTEES: Whenever the term "Trustees" is used, it shall refer to the Trustees of the Maine Community College System.

UNION: Whenever the term "Union" is used, it shall refer to Council #93, American Federation of State, County and Municipal Employees, AFL-CIO.

VACANCY: Whenever the term "vacancy" is used, it shall refer to an unoccupied position or the projected permanent placement of a position from one worksite to another worksite, the length of placement being over six (6) months.

WORK SCHEDULE: Whenever the term "work schedule" is used, it shall refer to the different work shifts that are set up to provide the coverage needed in that MCC.

WORKSHIFT: Whenever the term "work shift" is used, it shall refer to the time that any employee is regularly scheduled to work, on any given day.

APPENDIX C

ORGANIZATIONAL UNITS
MAINE COMMUNITY COLLEGE SYSTEM

Central Maine Community College

Eastern Maine Community College

Kennebec Valley Community College

Northern Maine Community College

Southern Maine Community College

Washington County Community College

York County Community College

APPENDIX D

INSTITUTIONAL SERVICES

<u>Class Title</u>	<u>Range</u>
Cook I	7
Cook II	8
Cook III	13

MEMORANDUM OF AGREEMENT

BETWEEN

**MAINE COMMUNITY COLLEGE SYSTEM
BOARD OF TRUSTEES**

AND

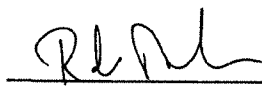
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

The parties agree that the State of Maine Performance Management Form (PER119, 3/97) will be used for performance appraisals of unit members.



Sylvia Hebert
AFSCME Council 93

11/10/20
(Date)



MCCS

2-20-20
(Date)

MEMORANDUM OF AGREEMENT

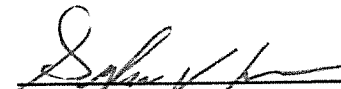
BETWEEN

**MAINE COMMUNITY COLLEGE SYSTEM
BOARD OF TRUSTEES**

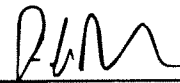
AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

It is the intent of the parties to monitor situations where contract or temporary employees have been performing work in excess of six (6) months and to work together to identify and rectify these situations. This agreement in no way reduces either Parties right or responsibilities as provided for elsewhere.



Sylvia Hebert (Date) 1/20/20
AFSCME Council 93



MCCS (Date) 2-20-20

**MEMORANDUM OF AGREEMENT
BETWEEN
MAINE COMMUNITY COLLEGE SYSTEM AND AFSCME, INSTITUTIONAL
SERVICES UNIT**

This Memorandum of Agreement (MOA) is between the Maine Community College System (MCCS) and American Federation of State, County and Municipal Employees (AFSCME) for the Institutional Services unit (the unit). This MOA will continue in effect unless or until it is terminated as provided herein, is re-negotiated by the parties or is terminated or modified by operation of law.

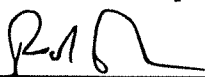
1. Two incumbents (the "two incumbents") in the unit who are employed at Washington County Community College (WCCC) currently do not receive employer health insurance premium contributions during the summer period when school is not in session, since the incumbents are not working in their regular positions.

2. MCCS and AFSCME agree that effective with execution of the 2013-2015 CBA between MCCS and AFSCME the two incumbents will be eligible for employer health insurance premium contributions on a twelve month basis, provided that the incumbents are otherwise eligible for and participate in the health insurance program. So long as the work year and work schedules of the positions remain the same as those in effect at date of execution of the MOA, this eligibility also applies to a successor to either or both of the two incumbents, once the successor(s) are in the unit.

3. If there is any substantial change in the work year or work schedule or duties that are currently in effect for the positions held by the two incumbents (or for successors in these positions, as provided in Paragraph 2), and after notice to and consultation with AFSCME, MCCS has the right to make employer health insurance premium contributions based on the actual work year or work schedule or as otherwise appropriate to the changed positions and this MOA will be of no effect.

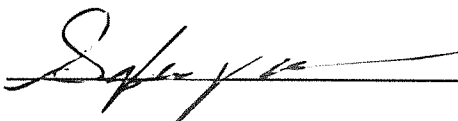
4. This MOA does not limit the right of MCCS to establish or change work year, work schedule, duties, or eligibility for health insurance participation or health insurance contributions for the positions held by the incumbents or successors or for any other positions in the unit, so long as such action does not violate the relevant CBA. This MOA does not otherwise limit or expand the rights or obligations of MCCS or AFSCME with regard to terms and conditions of employment for positions in the unit and does not create a precedent or practice of any kind or nature.

Maine Community College System



Date: 2-20-20

AFSCME



Date: 11/10/20

Appendix E Pay Scale

AFSCME Bargaining Unit
Standard Salary Schedule
July 1, 2021

PS Adj 3% &
1.5%
Retention 4.5%

Range	Step A Hourly	Step B Hourly	Step C Hourly	Step D Hourly	Step E Hourly	Step F Hourly	Step G Hourly
7	16.03	16.67	17.27	17.99	18.53	19.10	19.68
8	16.54	17.18	17.89	18.64	19.22	19.78	20.38
9	17.03	17.78	18.47	19.25	19.82	20.42	21.04
10	17.61	18.37	19.13	19.90	20.51	21.11	21.74
11	18.31	19.07	19.79	20.65	21.27	21.90	22.57
12	18.98	19.78	20.56	21.44	22.06	22.74	23.42
13	19.68	20.56	21.45	22.34	23.01	23.71	24.42
14	20.51	21.47	22.33	23.26	23.97	24.68	25.42

Maine Community College System
AFSCME Bargaining Unit
Standard Salary Schedule
July 1, 2022

PS Adj 3% &
1.5%
Retention 4.5%

Range	Step A Hourly	Step B Hourly	Step C Hourly	Step D Hourly	Step E Hourly	Step F Hourly	Step G Hourly
7	16.75	17.42	18.05	18.80	19.36	19.96	20.57
8	17.28	17.95	18.70	19.48	20.08	20.67	21.30
9	17.80	18.58	19.30	20.12	20.71	21.34	21.99
10	18.40	19.20	19.99	20.80	21.43	22.06	22.72
11	19.13	19.93	20.68	21.58	22.23	22.89	23.59
12	19.83	20.67	21.49	22.40	23.05	23.76	24.47
13	20.57	21.49	22.42	23.35	24.05	24.78	25.52
14	21.43	22.44	23.33	24.31	25.05	25.79	26.56