

AGREEMENT

BETWEEN THE

MAINE COMMUNITY COLLEGE SYSTEM TRUSTEES

AND

THE MAINE EDUCATION ASSOCIATION

ADMINISTRATORS UNIT

2009-2011

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ARTICLE 1. ACTING CAPACITY

- A. An administrator appointed to an acting capacity assignment in an established position shall receive a salary increase which is the greater of 5% or start of the new range and shall receive the benefits associated with the new position.
- B. An administrator appointed to an acting capacity assignment in a non-established position shall receive a salary increase which is the greater of 5% or the estimated start of the new range. The administrator may request a review by the Job Classification Appeals Committee to determine appropriate pay range.
- C. Benefits changes and salary increases for acting capacity assignments shall be effective upon appointment to the acting capacity assignment.
- D. The duration of acting capacity assignments shall be up to one year and may be extended for up to one year periods upon mutual agreement between the administrator and the College President.

ARTICLE 2. APPROVAL OF LEGISLATURE

The Parties hereto agree to jointly support any legislative action necessary for implementation of any provision of this Agreement. If the Legislature rejects any provision submitted to it, the entire Agreement shall be returned to the Parties for further bargaining.

ARTICLE 3. BENEFITS

A. Tuition Waiver

- 1. The College President shall honor requests from administrators for tuition-free entrance for credit to Community College courses on a space available basis as their schedule permits.
- 2. Tuition waiver shall be extended to children of administrators who are accepted as students in full time programs through the normal admissions process. Children of part-time administrators shall be eligible for tuition waiver prorated, based on the ratio of the administrator's contracted-for-time to full time. Each child of an administrator shall be eligible for a tuition waiver in only one program. In addition, a tuition waiver for a spouse shall be made available on a space available application process. Each dependent child/spouse of an Administrator shall be eligible for tuition waivers not to exceed two (2) years of full-time course work.

B. Retirement

The Trustees agree to provide retirement benefits to administrators pursuant to applicable Statutes.

In the event that an administrator opts to participate in a defined contribution plan:

- 1. The Trustees' contribution shall equal six and four-hundredths percent (6.04%) of the administrator's salary.
- 2. The administrator's contribution shall be a range from two percent (2%) of salary to the maximum contribution allowed by law.
- 3. The defined contribution plan shall be structured as a 403-B plan under the Internal Revenue Code.
- 4. Administrators shall be eligible to participate in the plan on the first day of employment with the System in a position represented by the MEA Administrators Unit.
- 5. The Trustees will provide long-term disability and disability retirement plan in the defined contribution plan. The long-term disability plan shall be at least equivalent to retirement disability benefits offered by the Maine State Retirement System.

6. Retiree health insurance benefits shall be provided to administrators according to applicable Statutes.

Administrators who are not eligible to participate as active employees in the Maine State Retirement System will not be eligible to participate in the defined contribution plan.

C. Health Insurance

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

D. Life Insurance

The Trustees will provide life insurance coverage equal to two times annual salary.

E. Dental Insurance

The Trustees agree to provide each administrator a 1-person subscription of the State of Maine Delta Dental Plan. Dependent coverage will be at the administrator's expense.

F. Professional Development

Each administrator shall, as long as funds are available, be eligible to be reimbursed for the actual cost of tuition for courses taken or professional development conferences attended pursuant to the following:

1. Each course or conference is approved in advance by the College President;
2. Proof of successful completion of such course or conference is provided by the administrator to the College President;
3. Upon approval of the College President, the Trustees shall provide administrators, as long as funds are available, with the opportunity to attend meetings of their professional associations, seminars, or workshops which will be beneficial to the college.
4. In the event that the College makes a contribution towards the attainment of a credential or training for the administrator which is above the benefit normally provided by the College under the contract, the College President and administrator may enter into an agreement which requires the administrator's commitment to remain at the College for a specified period of time beyond the attainment of the credential or completion of the training.
5. Within forty-five (45) days of the conclusion of each fiscal year, each College will provide the local Administrators Association representative and its' UniServ Director with the total amount of the College professional development budget, the source(s) of funding for the budget, and the amount of the budget spent on each administrator.
6. Except where operational needs require otherwise, administrators shall be provided paid release time for professional development activities approved under this article. Such paid release time shall not be unreasonably denied.

G. Payroll Deductions

In addition to payroll deductions required by law, the Trustees agree to deduct authorized withholdings in accordance with the prevailing System payroll practices. Authorized withholdings include Association sponsored benefits such as, deferred compensation (tax sheltered annuity plans and other plans available to unit members), United Teaching Profession dues and fees, Washington National Insurance premiums, Horace Mann Insurance Company premiums, and Short term disability coverage.

Payroll checks of administrators will be directly deposited into a bank account(s) of the administrator's choice.

H. Travel

1. Mileage will be reimbursed in accordance with the prevailing IRS rates for all approved travel undertaken in the course of performing assigned duties.
2. Charges for itemized business-related telephone calls made from cellular phones shall be reimbursed or paid in accordance with College guidelines.
3. In-state meals shall be reimbursed with receipts at the following maximum rate: \$8.00 breakfast, \$10.00 lunch, and \$16.00 dinner, or a maximum per diem rate of \$34.00 per day with receipts. Out-of-state travel shall be reimbursed at \$40.00 per diem. No receipts shall be required for individual items under \$5.00, up to a total of \$15.00 per day for in-state or out-of-state travel.
4. Reimbursement of a dinner meal may be provided with the prior approval of the supervisor if a schedule exception requires work into the evening.

ARTICLE 4. CLASSIFICATION CHANGES

A. Promotions

Promotions are defined as a position change to a position which is higher level and is achieved through competition with internal/external candidates.

Upon promotion, an administrator's merit date will be changed to the effective date of the promotion. The salary for the promotion will be the greater of 5% or the start of the new range. Salary increase upon promotion may be higher upon agreement between the administrator and the College President.

B. Demotions

Demotions are defined as a position change to a position which is a lower level and is achieved either through competition with internal/external candidates or through position reclassification.

Upon demotion which is achieved through position reclassification, an administrator's merit date will remain unchanged. The salary for the demotion will be redlined until the top of the new salary range exceeds the administrator's salary.

Upon demotion which is achieved through competition with internal/external candidates, an administrator's merit date will be changed to the effective date of the classification change. The salary for the demotion will be a reduction of 5% or placement on the step of the salary range which provides at least a five percent reduction.

C. Transfers

Transfers are defined as a position change to a position which is the same level and is achieved either through competition with internal/external candidates or through position reclassification. Upon transfer, an administrator's merit date and salary will remain unchanged.

D. Reclassification from another bargaining unit

Employment conditions for employees who are reclassified to a position covered by this Agreement will be consistent with this Agreement, however employees will be credited with continuous length of service from original date of hire. Employees will serve a probationary period in accordance with [Article 19 D](#). Compensation for such reclassifications will be consistent with [Article 4 A](#).

E. Promotion to a non-represented position

Employment conditions for Administrators who are promoted or reclassified to a non-represented position will be governed by Board of Trustees Policy 403, however employees will be credited with continuous length of service from original date of hire.

ARTICLE 5. COMPLAINTS AND INVESTIGATIONS

1. This Article applies to complaints or allegations made externally and not from normal supervisory activities.
2. The System President or his/her designee shall be responsible for insuring that all allegations of misconduct or other complaints against an administrator on which any action is to be taken or a record is to be made shall be investigated. The investigator shall be allowed to interview the complainant prior to notifying the administrator.
3. If after preliminary investigation no probable cause is found, the investigation will terminate and the administrator shall be informed in writing that a complaint was made against him or her but was unfounded.
4. When an investigator believes that probable cause has been established, the investigator shall inform in writing the administrator under investigation and his/her supervisor of the nature of the investigation.
5. When the administrator under investigation is to be interviewed concerning alleged conduct which could result in discharge or other discipline, the administrator and his/her representative shall be notified in writing, at least forty-eight (48) hours prior to the interview. In the event of an emergency, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the interview.
6. Prior to being interviewed pursuant to this Article, the administrator shall be afforded a reasonable opportunity and facilities to contact and consult privately with his/her union representative or union attorney. Such representative or attorney may participate in the interview.
7. Any interview of an administrator shall be conducted at a reasonable time and, when practicable, when the administrator is on duty. The interview shall take place at a suitable location and, when practicable on the MCC System's premises. Confidentiality of the interview shall be maintained. The interview shall be limited to questions which are directly, narrowly, and specifically related to the administrator's job performance as it relates to the allegations or complaints. The administrator shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment.
8. If an administrator is to be interviewed as a witness only, the administrator and his/her representative shall be so informed at least forty-eight (48) hours prior to the interview. If during the course of the interview, however, it becomes apparent that the administrator may be subject to discipline as a result of conduct which is the subject of the interview, the interview shall be terminated and the administrator afforded the protection of this Article
9. No administrator shall be required or requested to submit to any test or examination. A test or examination may be given if requested by the administrator.
10. The administrator shall be informed in writing promptly, but no later than five (5) workdays, when the investigation is completed and of any determinations made, except when the matter has been terminated under paragraph 3.
11. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the administrator's personnel file.
12. Nothing in this Article shall be construed to affect the right of the Trustees to immediately suspend or dismiss an administrator pursuant to the provisions of [Article 7, Discipline](#).

ARTICLE 6. COMPUTER TERMINAL OPERATORS

Any administrator who is newly assigned to a position which by actual work consists of at least sixty-six and two-thirds percent (66 2/3%) computer terminal operation may be required to submit to an examination by an eye doctor at the Trustees' expense within sixty (60) days of the administrator's assignment to the position.

All administrators who spend at least sixty-six and two-thirds percent (66 2/3%) of their time operating computer terminals shall be entitled to be examined by an eye doctor annually at the Trustees' expense. All administrators receiving eye examinations pursuant to this Article must provide the Trustees with medical releases. Employees shall be given a report form to be completed by the eye doctor and returned to the College Business Office.

On alternate years, the Trustees will fulfill their obligations under this Article by having the administrator submit a claim to the health insurance provider as long as the insurance plan provides this benefit. The administrator may submit a request for reimbursement of co-pay to the Trustees.

All administrators who spend at least eighty percent (80%) of time operating computer terminals shall be entitled to an annual reimbursement of up to one hundred dollars (\$100) for corrective lenses and up to one hundred fifty dollars (\$150) for progressive lenses.

ARTICLE 7. DISCIPLINE

- A. No administrator covered by this Agreement shall be reprimanded or suspended without just cause.
- B. No administrator on a continuing contract shall be discharged except for just cause.
- C. No administrator shall be suspended with or without pay or discharged without notice in writing.
- D. An administrator may meet with the College President or his/her designee to discuss the action proposed or taken within three (3) days after receipt of the suspension or discharge notice. The administrator, if he/she chooses, may have a representative of the Association present to advise and/or represent him/her at this meeting.
- E. Any administrator suspended with or without pay or discharged may grieve directly to the System President at Step 2 of the grievance procedure within fifteen (15) days after the administrator becomes aware of such disciplinary action.
- F. The Association shall be given prompt written notice of the discharge, suspension or non-renewal of any administrator.
- G. A suspension with pay for the purpose of facilitating an investigation is not a disciplinary action. If after the investigation the administrator is not disciplined, no correspondence regarding the suspension with pay or the investigation will be retained in the administrator's personnel file.

ARTICLE 8. DURATION

This Agreement shall be effective as of July 1, 2009 except as may be otherwise specifically provided herein, and shall continue in effect until June 30, 2011, at which time it shall expire.

Either Party shall give sixty (60) days written notice prior to the expiration date of the existing agreement of a desire to negotiate a new collective bargaining agreement.

ARTICLE 9. EVALUATION

- A. Administrators shall be evaluated each year using the evaluation form in [Appendix D](#). If a College President wishes to alter the form, the System Office and the Association will be notified.
- B. Administrators will be given a copy of a written report of an evaluation which shall be prepared by his/her evaluator within one (1) week of the evaluation, and the administrator may request a conference to discuss such evaluation report. The administrator shall have the evaluation report at least three (3) days prior to any such conference. The administrator may offer written comments in response to any evaluation report and such response shall be attached to the file copy.
- C. If the performance evaluation is not completed by the administrator's merit date, the step progression or range progression will be granted at the next payroll processing date.

ARTICLE 10. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A dispute concerning the meaning or application of the specific terms of this Agreement.
2. Grievant: An Administrator, a group or class of administrators or the Association. When a group or class action is initiated, a reasonable effort must be made to name administrators of such group or class.
3. President: The President of the College or his/her designee.
4. System President: System President of the MCCS or his/her designee.
5. Days: Work Days unless otherwise specified.

B. Oral Notification of Grievance

Within thirty (30) calendar days of the act, or omission, or first reasonable knowledge of the event that gave rise to a grievance, the grievant shall present his/her claim orally to the College President.

C. Oral Response to Grievance

1. Within five (5) days of oral notification that a grievance exists, the College President shall discuss the grievance with the grievant.
2. Within five (5) days of such discussion, the College President must give an oral response to the grievant.

D. Written Statement of Grievance

Within ten (10) days of the oral response, the grievant may present his/her grievance in writing on the grievance form, [Appendix B](#), to the College President if the oral response did not resolve the grievance.

E. Written Response to Grievance

1. The College President must respond to the grievant in writing within ten (10) days of receipt of the written statement of the grievance.
2. Either side may request a meeting to discuss the written grievance further. Such meeting is mandatory if requested by either party within ten (10) days of the College President's receipt of the written grievance. If such meeting is held, the ten (10) days for written response begins on the date of the meeting.

F. Appeal to System President

1. If the grievant is not satisfied with the response at the College President's level, the grievant may appeal in writing to the System President within ten (10) days of receipt of the response.
2. The statement of appeal should be accompanied by a copy of the written statement of the grievance submitted on the grievance form, [Appendix B](#), and the College President's written response prepared pursuant to Paragraph E of this Article.
3. The System President or his/her designee shall meet with the grievant within twenty (20) days of receipt of the appeal. The System President shall respond in writing within ten (10) days of the meeting.

G. Arbitration

1. If the grievant is not satisfied with the response at the System President's level, the Association may appeal the System President's decision to arbitration by notifying the System President by letter of such intent within fifteen (15) days of receipt of the System President's response.
2. The System President and the Association representative shall meet to select a mutually agreeable arbitrator within five (5) days of receipt of intent to arbitrate. If the parties have met, but are unable to agree upon an arbitrator, within ten (10) days of the meeting, the Association may file a Demand for Arbitration with the American Arbitration Association (AAA). The arbitrator shall then be selected through the AAA in accordance with AAA rules then in effect. The Demand for Arbitration should include a copy of the written grievance and the System President's written response.
3. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties consistent with applicable law and this Agreement.
4. The costs for the services of the arbitrator shall be borne equally by the parties.
5. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

H. Miscellaneous

1. If the act or omission which gave rise to the grievance affects a group of administrators at more than one college, the grievance shall be initiated at the level of the System President, but the oral notification procedure must be utilized.
2. Failure to initiate or appeal a grievance within the time limits stated herein shall be a forfeiture of all rights to the grievance procedure as it concerns that matter.
3. To the extent possible, grievances shall be investigated and handled to minimize interference with the regular work schedule.
4. An administrator shall be represented at any level of the grievance procedure only by himself/herself and/or by an association designated representative, or professional staff or counsel of the Maine Education Association.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the administrator.
6. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the College President or System President at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. No grievance orally resolved shall constitute a precedent for any purpose unless agreed to in writing by the System President and the Association.
9. The time limits in this Article may be extended at any step of the grievance procedure by mutual agreement of the Association and the College President and/or System President, as appropriate.

I. Grievance Mediation

1. Grievants and representatives of the Association shall be granted administrative leave to attend mediation sessions without loss of pay or benefits. Up to two grievants will be granted leave for class action grievances and requests for large groups shall not be unreasonably denied.
2. Cases shall be scheduled at least two (2) weeks in advance to afford maximum convenience to both parties. The parties shall endeavor to mediate all cases prior to arbitration and may agree to mediate cases pending at lower steps by mutual agreement.
3. The parties shall attempt to resolve one case at a time within one day of mediation but may extend beyond one day or combine related cases by mutual agreement.
4. Three rooms will be provided by the System when available or at a mutually agreed site. Each party will have one representative present their position to the mediator in a joint meeting unless mutually agreed or decided by the mediator to omit this step. The grievant may also speak separately if desired. Each party will thereafter work with the mediator in their respective break rooms.
5. Any discussions which occur during mediation shall be admissible in any subsequent arbitration, administrative or judicial proceeding.
6. Each party will assure that its participants have full authority to settle cases. If a party representative is unavailable for a scheduled case, an alternative representative shall be prepared to proceed and such unavailability shall not be grounds for postponement of mediation.
7. All agreements reached in mediation shall be immediately reduced to writing and the parties shall be bound by these agreements.
8. All costs of mediation, including fees and expenses of the mediator, shall be divided equally by the parties except that the System shall not charge the Association for meeting space when sessions are held at the System. Each side shall pay for its own costs associated with the presentation of its case.
9. The parties agree to meet and negotiate in good faith over additional ground rules as needed. The mediator may assist in these negotiations if requested by either party.

ARTICLE 11. JOB CLASSIFICATION APPEALS PROCEDURE

The purpose of the appeals procedure is to upgrade level placement due to either inappropriate initial level placement or significant change in duties and/or responsibilities.

Procedure:

1. A written request with supporting documentation must be filed with the College President and local Association representative. The documentation shall be reviewed by the College President and forwarded to the System by the College President within twenty (20) working days.

If the documentation is not forwarded within this timeframe the administrator may, with written notification to the College President, forward a signed and dated copy to the System. If the documentation is forwarded to the System Office without the College President's recommendation, the College President has twenty (20) working days from the date the documentation was submitted to the System to review the request and make a recommendation to the System and the local Association representative.

2. Within forty (40) working days of receipt of the request the College President will review the request and make a recommendation to the System and an Association representative.
3. The request shall be reviewed by a representative of the System President and an Association member, who shall make a decision to accept or deny the request within thirty (30) working days.

4. If the request is denied, the System and the Association member will provide the administrator with a brief written rationale for the denial.
5. Implementation of a level upgrade will mean placement on the appropriate level at a step representing at least a 5% increase. The increase will be retroactive from the date submitted. The Administrator's merit date shall not be changed as a result of this action.
6. Review Process: If the administrator is not satisfied with the System and Association's response he/she may appeal the decision.
7. a. If the administrator is not satisfied with the decision, the Association may appeal the Committee's decision by notifying the System President by letter of such intent within fifteen (15) days of receipt of the written decision.
 - b.
 - 1) The System President or his/her designee and the Association representative shall meet to select a mutually agreeable arbitrator or other neutral party within five (5) days of receipt of intent to arbitrate. If the parties have met, but are unable to agree upon an arbitrator, within ten (10) days of the meeting, the Association may file a Demand for Arbitration with the American Arbitration Association (AAA). The arbitrator shall then be selected through the AAA in accordance with AAA rules then in effect. The Demand for Arbitration should include a copy of the written grievance and the System President's written response.
 - 2) The parties will attempt to address the dispute no later than four (4) months of the written decision. The appeal shall be mediated before submission to arbitration. Mediation will include the MEA Administrators Unit Representative, the administrator, a College President designee, and a System President designee. The provisions of [Article 10, I](#), Grievance Mediation, shall apply to reclassification mediations.
 - c. Any costs of the arbitrator or neutral party shall be shared equally by both parties. The decision of the arbitrator or neutral party shall be final and binding.

ARTICLE 12. LABOR/MANAGEMENT COMMITTEE

1. There shall be established a Labor/Management Committee at each college to study and develop recommendations of mutual concern. Committees are encouraged to utilize an interest-based approach to addressing issues.
2. The Committee shall consist of no fewer than two (2) and no more than three (3) members appointed by the Association and no fewer than two (2) and no more than three (3) members appointed by the College President.
3. The Committee shall meet at least once every two months. Committee members may participate in Committee meetings during working hours without loss of pay.
4. The Committee shall provide the System with a quarterly report of activities.
5. The Committee has no authority to change the terms or conditions of the collective bargaining agreement.

ARTICLE 13. LAYOFF, RECALL

- A. An administrator who is to be laid off shall receive at written notice of such action. The notice shall include reason(s) for layoff. A copy of the layoff notice shall be sent to the Association. Notification of layoff shall be provided as follows:

Years of Service	Notification of Layoff
0 - 5 years	45 days
6 - 10 years	90 days
11 - 15 years	120 days
16 + years	150 days

An administrator who is to be reduced in hours of employment shall receive at least thirty (30) calendar days written notice of such action. A copy of the notice shall be sent to the Association. Administrators who are reduced in hours of employment shall be placed on the recall list and shall be entitled to the listed in Sections E and G of this Article.

- B. Administrators who have accumulated unused vacation leave balances shall be reimbursed for such balances on a prorated basis at his/her per diem rate as of the last day of service. This payment will occur the first pay period following the effective date of layoff.
- C. Administrators recalled within three (3) years after layoff shall not be considered to have suffered a break in service for purposes of seniority and sabbatical eligibility.
- D. For two (2) years following the effective date of layoff, an administrator who has been laid off, who indicates a desire to be placed on a recall list, shall be offered reemployment in the same position, similar or previously held position at the same college should an opportunity for such reemployment arise. If the position is on the same salary level, the administrator shall receive the same salary which was received at the time of layoff plus any increases in salary or benefits received by the unit covered by this Agreement. If the position is on a lower salary level, the administrator shall receive a salary which is reduced by 5% from his/her original salary level or the top of the new salary level, whichever is less.
- E. For three (3) years following the effective date of layoff, an administrator on a recall list who is a qualified applicant for a position in the unit shall be interviewed and considered for the position. He/she shall be treated as an internal candidate as defined in [Article 27](#).
- F. In the event of layoffs, the System President shall establish a recall list and promptly supply the Association with the list and any subsequent changes.
- G. All unit members on the College's recall list shall regularly be sent position vacancy announcements in the unit.
- H. An administrator who is laid off may be eligible to receive severance pay. Severance pay will be based on his/her per diem rate as of the last day of service. This payment will occur the first pay period following the effective date of layoff. Eligibility for severance pay shall be as follows:

Years of Service	Severance Pay
0-3 years	5 days
4-10 years	20 days
11-15 years	30 days
16 + years	40 days

ARTICLE 14. MANAGEMENT RIGHTS

The Association agrees that the Trustees have and will continue to retain the sole and exclusive right to manage its operations and retain 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's and facilities; the right to direct its work force; to administer the merit system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing position in accordance with the law; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the MCC; 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 operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the MCC System in situation of emergency.

ARTICLE 15. MISCELLANEOUS

A. Embodiment of Agreement

Except as herein provided, neither party shall demand any modification to this Agreement nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter specifically referred to or covered herein.

B. Maintenance of Benefits

With respect to negotiable benefits or terms and conditions affecting administrators, which are not covered by this Agreement, but which are presently provided pursuant to law, the Trustees agree to make no changes without appropriate prior consultation and negotiation with the Association.

C. No Strike or Lockout

1. Administrators and the Association will not promote, sponsor, condone or engage in a work stoppage. Any or all administrators who violate any provision of this section during the term of this Agreement may be disciplined or discharged.
2. The Trustees will not lock out administrators for the duration of this Agreement.

D. Non-Discrimination

The parties agree to continue their established policy against all forms of illegal discrimination in regard to race, creed, color, national origin, sex, marital status, age, sexual orientation, and physical or mental disability, unless based upon a bona fide occupational qualification, and intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, age, sexual orientation, and physical or mental disability. In instances involving discrimination complaints, the Association will submit the discrimination complaint to the System level of the grievance process ([Article 10 F](#)) prior to engaging in any external review of the complaint.

The parties agree to support Affirmative Action Programs mandated by law and any other Affirmative Action Programs which comply with or are mandated by applicable state and federal laws.

E. 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, 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 decision, if either party requests, the parties shall negotiate a substitute for such specific article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

F. Safety Shoes

The Trustees shall provide each Administrator who is required by law to wear safety shoes a reimbursement allowance of up to one hundred twenty dollars (\$120.00) per year for safety shoes. Ownership and responsibility for the normal life of the shoes remains with the Administrator.

G. Employees' Rights

There shall be no interference, intimidation, restraints, coercion or discrimination by either the Trustees or the Association as the result of the exercise by any administrator within the bargaining unit of his/her statutory rights related to membership in the Association or any other right granted under the University of Maine Labor Relations Act.

ARTICLE 16. PAID LEAVES OF ABSENCE

A. Sick Leave

1. An administrator shall be credited with one (1) day of sick leave if he/she is in pay status fifteen (15) days within the month. Services shall begin on the date of System employment and time on layoff, suspension or leave without pay shall not be counted in determining the completion of a full month of service.
2. A part-time administrator shall be granted sick leave in the same proportion that his/her part-time service bears to full-time service. Service shall begin on the date of System employment and time on layoff, suspension or leave without pay shall not be counted in determining the completion of a full month of service.
3. Unused sick leave may be accumulated to a total of one hundred twenty (120) days. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse, but shall be recorded by the System. Any administrator who has such lapsed sick leave to his/her credit may apply to the College President to have the sick leave restored in the event of an extended illness or injury. The College President shall authorize restoration of all or any part of the lapsed sick leave after thorough investigation including complete medical reports of the illness or injury requiring continued absence of the administrator. In the event the College President denies lapsed sick leave, the Administrator may request written specific reasons from the College President who shall respond in a timely manner. Requests for restoration of lapsed sick leave shall not be unreasonably denied.
4. Sick leave shall be granted to administrators only under the following conditions:
 - a. When an administrator cannot perform his/her duties because he/she is incapacitated by personal illness, injury or disability.
 - b. By necessity of medical or dental care that cannot be scheduled outside of working hours.
 - c. By exposure to contagious disease under circumstances in which the health of the employee(s) with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.
 - d. For illness in the immediate family of the administrator that requires the attendance of the administrator. Immediate family shall mean the spouse and the parents of the spouse, parents, guardian, children, step-children, brothers, sisters, grandparents, grand-children, wards of the administrator, or the administrator's significant other living in the same household with the administrator.
5. Administrators shall notify their supervisor of their pending absence prior to the start of their workday.
6. An administrator may be required to submit a statement from his/her physician concerning the reasons for medical absence. The System shall pay the costs for such statement if the administrator has not been seeing a physician and would be required to see one only for the purpose of obtaining such certificate or incurs any additional expense in obtaining such certificate.
7. All sick leave shall expire on the date of separation from the service with the System, and no administrator shall be paid for his/her accrued sick leave credits at the time of the termination of his/her employment. This section shall not apply if the administrator transfers to another unit of State government which allows transfer of sick leave credit, in which case all accumulated sick leave from the System would be transferred up to the limits allowed by the unit of government to which the administrator is transferring.
8. Unused sick leave may be used for purposes of establishing creditable service for retirement purposes up to a maximum of ninety (90) days.

9. The College President shall provide a written statement to each administrator at or about the beginning of each contract year indicating the total of sick leave credit earned, utilized and accumulated.
10. Administrators who commence employment at the beginning of a work year shall be granted such sick leave entitlement at the beginning of the year.
11. Administrators who commence employment after the beginning of the work year shall be granted sick leave as of the first day of employment at the rate of one (1) day per month to the end of the work year.
12. Should an administrator resign having taken more sick leave days than having been earned at the rate of one (1) day per month, the member will forfeit pay for the unearned days.

B. Sick Leave Bank

A sick leave bank shall be established by the parties. Each administrator employed as of July 1 of each year shall contribute a maximum of two (2) days of their accumulated sick leave to the sick leave bank. The amount of sick leave to be contributed shall be established by the committee based upon current accumulation. The minimum contribution will be four hours. An administrator who commences employment with the System during a contract year shall not be a member of the sick leave bank until the administrator has contributed two (2) days to the bank on July 1.

In the event an administrator has an insufficient number of sick leave days to contribute to the sick leave bank as of July 1, the administrator shall not be a member of the bank that year. An administrator drawing sick leave days from the sick leave bank as of July 1 will be eligible to continue to draw days from the bank until the maximum number of sick leave days that may be withdrawn is reached.

Administrators shall be entitled to utilize the sick leave bank on the following schedule:

Up to 1 year continuous service	10 days per year
Up to 3 years continuous service	20 days per year
Up to 6 years continuous service	30 days per year
Up to 10 years continuous service	45 days per year
10 years of more continuous service	60 days per year

- a. No administrator may draw more than sixty (60) days from the sick leave bank in any twelve month period.
- b. Sick leave days may be drawn from the sick leave bank only after exhaustion of personal sick leave and only to cover a critical or long-term illness or injury.
- c. Sick leave shall be distributed from the sick leave bank after written application by an administrator and with the approval of a Sick Leave Bank Committee which is to be composed of one (1) System representative and one (1) Administrative member of the bargaining unit from each college. The System representative will be an ex officio, non-voting member of the committee. The Sick Leave Bank Committee shall establish and communicate to all members, criteria for the payment of sick leave days from the sick leave bank. The decision of the committee is final and not subject to the grievance procedure.
- d. Sick leave days may be accumulated in the sick leave bank to a maximum of two hundred (200) days. When two hundred (200) days are accumulated as of July 1, contributions to the bank will not occur for that fiscal year.
- e. In the event that the sick leave bank has reached 200 day maximum and a new administrator is not able to contribute, the Sick Leave Bank Committee may authorize the new administrator to draw sick leave days from the bank. When the sick leave bank falls below 200 day maximum, all new non-contributing administrators who have drawn from the bank will each be required to contribute two days to the bank in addition to the contributions required of all other bank members.

C. Sabbatical Leave

1. Purpose. Sabbatical leave must represent an effort to improve the professional capability of an individual administrator.
2. Eligibility; application procedures:
 - a. Any administrator who has completed seven (7) continuous years of service to the System shall be eligible to apply for a sabbatical leave.
 - b. Application shall be to the College President on a form prepared by the System President and submitted no later than six (6) months before the commencement of the requested leave.
 - c. Notification to a successful applicant(s) shall be made no later than three (3) months before the commencement of the requested leave.
3. The System President will grant sabbatical leave to an eligible applicant based on his evaluation of the sabbatical request in light of the following concerns and subject to the availability of funds:
 - a. Sabbatical requests must be related to professional growth within the MCCC.
 - b. Sabbatical requests must be of mutual benefit to the administrator and the college.
4. Terms of Sabbatical Leave:
 - a. Any administrator accepting a sabbatical leave shall enter into a written agreement with the System President, which shall provide that in the event the administrator resigns from System service before the completion of one (1) year of service after the expiration of the sabbatical leave, he/she shall reimburse the System for that amount which the unfulfilled one (1) year period bears to the full amount granted during such leave.
 - b. The administrator on sabbatical leave shall submit periodic reports of his/her work. Following completion of the sabbatical leave, the administrator shall submit a final report of his/her research or study to the College President. On returning from sabbatical leave the administrator shall hold administrative development seminars to share the sabbatical experience with other administrators.
 - c. Each administrator on sabbatical leave shall have the right to return to a position substantially the equivalent to his/her former position or to the same position if it is available.
 - d. An administrator granted a sabbatical leave shall receive full salary if leave is for a half year or half salary if leave is for a full year.
5. Within forty-five days of the conclusion of each fiscal year, each College will provide the local Association representative and the UniServ Director with the number and status of all College sabbatical requests.

D. Military Leave

Administrators who are members of the National Guard or other authorized State military or naval forces, and those administrators who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve may take a leave of absence from their respective duties without net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year as specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that the administrators have made every reasonable effort to perform their annual training during the period when school is not in session. Administrators shall, when possible, provide notification to the President of the Community College two (2) weeks prior to the date he/she reports for duty. A copy of military leave orders shall be presented not later than five (5) days after receipt of such order. Additional military leave shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") or as amended.

E. Jury Duty

When an administrator submits proof of the necessary jury service or is subpoenaed as a witness on his/her workday in matters involving other than private litigation, the administrator shall be granted a leave of absence with no charge against leave credits and shall be paid the difference between the pay for such service and his/her regular pay. The administrator must notify the College President within one (1) working day of his/her selection for such duty.

F. Personal Leave

Administrators shall be eligible for two (2) days per year of leave for personal business with pay that cannot be conducted outside the workday. A request for this leave shall be submitted to the College President for approval at least three (3) days in advance of the leave. If a personal leave day is requested because of an emergency situation, the three (3) days notice requirement shall be waived.

G. Vacation

1. An administrator who works other than a full year shall have his/her annual leave prorated for the period of actual employment. Administrators shall be entitled to annual leave on the following basis:

0-2 years of continuous service	15 days
3-7 years of continuous service	20 days
8 years or more of continuous service	25 days

2. Each administrator with up to fifteen (15) years of continuous service may carry forward up to thirty (30) days of unused annual leave from one (1) year to the next year and each administrator with fifteen (15) or more years of service may carry forward up to thirty-five (35) days of unused annual leave from one (1) year to the next year. Such carryover shall occur on the anniversary date of annual leave accrual. An administrator providing notification of intent to retire shall be allowed to carry over additional vacation days from the year proceeding such retirement which provides pay for unused vacation to be credited toward average final compensation upon retirement.
3. Except where operational needs require otherwise, administrators shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave shall not be unreasonably denied. In the event of conflict among employees in scheduling vacation leave, length of employment at the College shall govern.

Administrators acknowledge that the month of August, as well as major College break periods, may present staffing demands for the Colleges which may require the College to seek advance notice of vacation leave requests. In the event of such a notice requirement, later requests for vacation leave can be granted subject to operational needs.

H. Holidays

1. Administrators have the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday following
Independence Day	Thanksgiving Day
Christmas Day	

2. If an administrator is required to work on a legal holiday, he/she shall be entitled to and credited with equal time off for those hours worked.

I. Bereavement Leave

Each administrator shall be allowed up to four (4) days of leave with full pay for absences resulting from the death of a member of the administrator's immediate family. Immediate family shall mean the spouse and parents of the spouse, parents, guardian, children, stepchildren, brothers, sisters, grandparents, grandchildren, wards of the administrator, or the administrator's significant other living in the same household with the administrator. Each administrator shall be allowed up to three (3) days of leave with full pay for absences resulting from the death of a son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Each administrator shall be allowed up to one (1) day of additional bereavement leave for each absence resulting from the death of a spouse, significant other, parent, step parent or child.

For purposes of this article, an administrator's significant other shall be treated as the equivalent of a spouse.

Bereavement leave may be used at a later date for any aspect of the bereavement process.

J. Workers Compensation

Administrators who are on Workers Compensation leave will continue to accrue sick leave and vacation leave credits for the duration of the leave.

ARTICLE 17. PERSONAL FREEDOM

- A. The personal life of an administrator is of no concern of the Trustees and administrators covered by this agreement are entitled to personal freedom in their choices and conduct outside of work. No administrator may be disciplined or otherwise adversely affected by his or her personal conduct outside of work, unless the Trustees can show that (i) there is a substantial nexus between that conduct and the administrator's position and responsibilities, and (ii) the administrators effectiveness or ability to perform his or her job has been substantially impaired by the personal conduct.
- B. Administrators shall be entitled to full rights of citizenship and no religious or political activities or the lack thereof shall be grounds for any discipline or discrimination.

ARTICLE 18. PERSONNEL FILES

- A. Any administrator, or a representative whom he/she has designated in writing, shall have the right upon written request to the custodian of the personnel file, to review the contents his/her personnel file with exception of pre-employment materials during the normal office hours and in the normal file area in the presence of the files' custodian or his/her designee. Also, the administrator shall be allowed to make copies at his/her expense of any documents contained therein.
- B. No person other than the administrator, his/her designated representative, the Trustees when acting as a collective body, or the administrator's supervisor or their clerical assistants shall be allowed access to the personnel file of an administrator unless specific authorization is granted by the administrator. There shall be only one (1) official personnel file.
- C. An administrator shall have the opportunity to review material which is to be placed in his/her personnel file and to affix his/her signature to it with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such material. This answer shall be reviewed by the College President and attached to the file copy. No anonymous or unattributed material shall be placed in the administrator's personnel file.
- D. An administrator may submit additional relevant material for inclusion in the file which shall thereafter be placed in the file and retained. Any such additional material which is not an answer to material in the file and which exceeds a single page will be placed in the file by reference only and the material will actually be retained by the administrator.

- E. Upon mutual consent between the administrator and the College President, any material contained in the administrator's personnel file may be removed and destroyed.

ARTICLE 19. PROBATION

- A. All administrators shall serve a probationary period of up to eighteen (18) months. Probationary employees shall be evaluated at least twice during each year of the probationary period. The College President may terminate or non-renew the probationary contract at any time with thirty (30) days notice. Probationary administrators can be dismissed without the establishment of just cause. Any such dismissal is final and will only be subject to the grievance procedure to the level of the System President. The notice shall include the reason(s) for non-renewal or terminations. Such administrators shall have the opportunity to appeal the decision of the College President to the System President whose decision shall be final and not subject to arbitration. The non-renewed probationary administrator shall have the opportunity to meet with the System President or his/her designee.
- B. The time spent during temporary appointment shall be credited toward the eighteen (18) month probationary period for those temporary administrators who become regular administrators hired into the same or essentially the same position.
- C. Temporary administrators who become regular administrators hired with a position different from the temporary position shall serve an eighteen (18) month probationary period.
- D. Promoted administrators shall serve a probationary period in the new position for up to one year as agreed between the administrator and the hiring authority. Such agreement shall be reduced to writing. Probationary administrators in this category cannot be dismissed without the establishment of just cause.

ARTICLE 20. RECOGNITION

- A. The Maine Community College System Trustees recognize the Maine Education Association as the sole and exclusive bargaining agent as defined in 26 M.R.S.A. § 1022 for the unclassified administrative positions presently included in the bargaining unit.
- B. All persons assigned to unclassified administrative positions as defined in Section A above shall be referred to as "administrators" in this Agreement.
- C. The Trustees shall inform the Association promptly in the event new positions are created or existing positions are changed, which may result in additions to or exclusions from the bargaining unit.
- D. In the event of a dispute between the parties as to future modifications in the composition of the bargaining unit, either party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.

ARTICLE 21. RIGHTS OF THE ASSOCIATION

A. Association Access to Facilities

Representatives of the Association will be granted access to administrators for the purpose of administering this Agreement, processing grievances and other Association business at all reasonable times, provided that this shall not interfere with or interrupt normal college operations, or the performance of an administrator's duties. Association representatives shall notify the College President's office when entering a facility for such purposes if they are not assigned to the college where such activity is taking place.

B. Intra-Campus Mail

The Association shall have the right to use the intra-campus mail for Association business.

C. Use of Facilities

1. The Trustees shall make available the use of its facilities in accordance with Trustee policy, procedures and restrictions. Use of any Trustee facility requires prior approval of the appropriate administrator. The Association shall reimburse the Trustees for any additional costs occasioned by the use of such facility.
2. All meetings in Trustee facilities shall be held during the Administrator's non-work time and in non-work areas.
3. In no event may such use of Trustee facilities interfere with the performance of the administrator's duties, interrupt normal college operations, or violate the college's security regulations and policies.

D. List of Administrators

The System President shall supply the Association upon request with the names by college of all administrators once each year at no cost to the Association. The System President shall supply the Association with the names by college of all new administrators after each six (6) months employment.

E. Association Leave

1. Designated Association leaders shall be granted a reasonable number of days to attend conference and/or Association business. The use of these days shall be by mutual agreement of the administrator and the College President and notice shall be given at least five (5) days prior to the event.

In addition, the Association President shall be granted five (5) days of leave not requiring mutual agreement between the administrator and the College President. Such leave may not be taken during periods of peak activity as designated by the College President.

1. The Association and the Trustees agree that one (1) unit member per College shall be granted release time for negotiations upon notification by the Association that negotiations are requested.

F. Board of Trustees Agendas/Minutes

The System President shall supply the Association President and the UniServ Director with all public agendas and minutes of the meetings of the Board of Trustees.

ARTICLE 22. SALARY

A. Step Progression

Administrators shall progress through the range on the basis of satisfactory job performance. Such progression shall occur as the administrator's merit date, which shall be the original date of hire, unless changed by a promotion.

If the performance evaluation is not completed by the administrator's merit date, the step progression or range progression will be granted at the next payroll processing date.

An administrator may appeal the denial of a step increase. The College President and the System President shall respond within ten (10) working days after receipt of an appeal from an administrator giving specific, written reasons for denying the appeal.

An administrator shall have the option of appealing a denial of step increase by the System President to a Performance Evaluation Review Committee which shall be comprised of one (1) panel member designated by MEA, one (1) by the Trustees, and a third neutral person chosen by the other two (2) who will serve as chairperson of the Committee. The majority decision of the Committee shall be final and binding on the parties. Any costs of the neutral chairperson shall be shared equally by the parties.

B. Recognition of Advanced Degrees

Administrators who earn advanced degrees from an accredited institution after they commence employment within the MCC System shall be eligible to receive a one-time \$750 per degree bonus. Attainment of one degree in each of the following categories shall be eligible for this bonus: bachelors, masters, doctorate and certificate of advanced study. Administrators shall receive the bonus in a separate check processed through accounts payable, with no deductions.

C. General Salary Increase

The salary schedule shall be increased by one percent (1%) effective July 1, 2007.

Effective July 1, 2008, the following salary scale changes shall occur:

1. Administrators shall be placed on the new salary scale on the same range at a step closest to but not less than their current salary.
2. The salary scale shall be increased by two percent (2%).
3. A new three percent (3%) step will be added to the top of the new salary scale and all administrators who have been at the previous top step for one year or more shall progress to the new top step.

ARTICLE 23. SECTION 125 PLAN

The Trustees shall continue the Section 125 Plan to allow pretax 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.

ARTICLE 24. TEMPORARY EMPLOYMENT

1. Temporary administrators filling regular positions are hired for a specific defined period for a period not to exceed one calendar year. Upon hire, temporary administrators shall receive a letter of employment which clearly states that there is no guarantee of a continued, regular position.

Salary and benefits will be determined by agreement between the administrator and the College President.

The local Association representative shall receive notification of hire of temporary administrators. Such notification shall include salary, benefits and job responsibilities.

After one calendar year, if the College determines that the position filled by the temporary administrator shall continue, it shall be filled through the recruitment process by a regular administrator. The temporary administrator may continue to be employed for an additional two months beyond the first year if a recruitment process is underway.

2. Temporary contract/grant administrators filling positions connected directly to a specific contract or grant are employed in bargaining unit positions which do not exist on a continual basis. These temporary contract/grant administrators are hired to perform a specific task for a specific defined period of time determined by the length of contract or grant.

Upon hire, temporary administrators shall receive a letter of employment which clearly states that there is no guarantee of a continued, regular position.

Salary and benefits will be determined by agreement between the administrator and the College President.

The local Association representative shall receive notification of hire of contract/grant administrators. Such notification shall include salary, benefits and job responsibilities.

Temporary administrators and contract/grant administrators shall not be credited with continuous years of service for the duration of the temporary employment status. Continuous years of service shall be credited retroactively to the original date of hire if the temporary administrator becomes a regular administrator with no break in service.

Temporary administrators and contract/grant administrators shall receive notification as soon as practicable that their contract will be terminated. The provisions of [Article 13, Layoff, Recall](#), shall not be applied.

ARTICLE 25. UNION SECURITY

Within thirty (30) days following the effective date of this Agreement, all administrators who are covered by this Agreement and who are not members of the Association shall be provided and required to choose from the options of membership in the Association, the payment to the Association of a service fee equal to eighty percent (80%) of Association dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances or exclusions from both. Any administrator thereafter who is or who becomes covered by the Agreement and is not a member of the Association shall be provided and required to choose from such options within thirty (30) days after such conditions are met. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.

An administrator choosing either the option of membership in the Association or the option of payment of the eighty percent (80%) service fee through payroll deduction shall be required to sign a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues or service fee from the thirtieth (30th) day following the effective date of the Agreement or the day thereafter the administrator becomes covered by the Agreement and such written authorization shall be irrevocable for the term of this Agreement.

An administrator choosing exclusion from both the membership and the eighty percent (80%) service fee option shall notify both the Association and College President¹ in writing and shall be bound by such choice for the term of the Agreement and shall be entitled to the services of the Association² under the Agreement only upon payment to the Association of reasonable fees, including reasonable fees for administrator representative services and attorneys' fees, and costs and expenses including arbitrators' fees and expenses incurred by the Association. A schedule of fees is included in the Appendix. All scheduled fees shall be paid directly to the Association.

Any such administrator complying with these conditions shall be entitled to Association services under the Agreement only on the same basis and under the same terms as Association members and administrators paying the eighty percent (80%) service fee.

Any administrator who becomes covered by this Agreement after its effective date, or who has previously selected Association membership, may change his/her dues or service fee deduction status each year during the period August 15 to September 15 by giving written notice on the proper form to the President with a copy to the Association.

The Association shall indemnify, defend and hold the System harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

¹ For the purpose of this Agreement, the term "College President" is defined as the College President or his/her designee.

² For the purposes of this Article, the term "Association" is defined to include the Maine Education Association and the National Education Association.

ARTICLE 26. UNPAID LEAVES OF ABSENCE

A. Medical Disability Leave

Upon application of an administrator, a leave of absence without pay may be granted by the College President for a period of medical disability. The College President may from time to time require the administrator to submit a certificate from the attending physician or from a designated physician. If the System designates the physician, it shall pay the costs for obtaining such certificate. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the administrator from the performance of his/her duties, the College President may cancel such sick leave and require the administrator to report for duty on a specified date. Should the administrator fail to report to work within the designated time, his/her employment shall be terminated.

B. Childbearing/Adoption & Family Leave

1. An unpaid leave of absence of up to one (1) year shall be granted for the purpose of caring for a newly born child, adopted child, or seriously ill family member. Family member shall include spouse, parent, step-parent, child or step-child. Request for such leave shall be made as early in advance as practicable. Once the initial leave has been granted, it shall not be extended.
2. Members shall have the option of retaining insurance benefits during such leave at their own expense, provided that the carriers permit coverage. While on leave, unit members shall have access to insurance benefits at their own expense unless otherwise provided by law.
3. Members shall be eligible for said unpaid leave after the completion of one (1) full year of employment with the System. Upon return from such leave, members shall be placed on the salary schedule at the same level the administrator was on when the administrator commenced leave.
4. Leave and benefits shall be available under the Federal Family and Medical Leave Act of 1993. 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; to care for family members injured during active duty; or for a personal serious health condition.

C. Other Leaves

Leaves of absence for other reasons may be applied for, but such leave may be granted at the discretion of the College President under such terms and conditions mutually agreed to by the administrator and the College President.

ARTICLE 27. VACANCIES

- A. All administrative vacancies shall be publicized by posting on a bulletin board at each Community College and by sending a copy to the President of the MCCS Administrators Association at least two (2) weeks prior to the closing of the application period.
- B. Whenever a vacancy in the unit occurs, qualified applicants from the unit shall be interviewed and considered for the position. If not selected, unit members shall be notified in writing of their non-selection.
- C. An administrator voluntarily transferring to another position within the bargaining unit shall be considered as being in continuous service if there is no break in service.
- D. The College President may employ an administrator at a salary greater than the base rate established for the respective position.
- E. When a vacancy occurs, the College President, upon approval of the System President shall have the right to adjust the beginning salary level of a position based upon changes in job duties. The System President shall consult with the Association regarding a level change/reclassification.

- F. The System President shall consult with the Association regarding the level and salary placement of administrator positions.

ARTICLE 28. WORK LOAD/WORK YEAR

A. Work Year

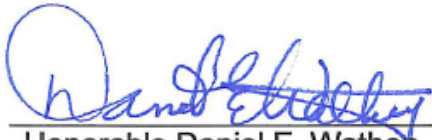
1. The work year for each administrator shall be for the number of months specified by the College at the time of appointment and shall include leave and holidays as specified in [Article 16, Paid Leaves](#).
2. The length of the work year for each Administrator shall not be changed arbitrarily.
3. The compensation for contracted periods other than the basic annual contract period shall be on a pro rata basis.

B. Work Week/Work Schedule

1. Administrators are professional employees whose work schedules are not tied to a fixed number of hours per day or per week. The standard full-time work week is considered forty (40) hours. However, in the course of a year the number of hours worked by Administrators may vary to meet seasonal or other circumstantial demands.
2. Administrators will be expected to meet reasonable work demands.
3. Administrators, while not entirely self-scheduled, are expected to exercise imitative and discretion in the selection of dates and times at which they will perform their work.
4. It is the responsibility of each College to assign work to Administrators and to establish basic scheduling requirements to provide services to the various segments of the college community and meet other college objectives.
5. Each Administrator and supervisor should periodically, and at least annually in conjunction with the performance evaluation, review work demands and scheduling considerations. It is the joint responsibility of the Administrator and supervisor to maintain reasonable work demands and schedules. It is the joint responsibility of the Administrator and supervisor to ensure that work demands are met without undue hardship to the College or the Administrator.
6. If the supervisor or the Administrator feel that work demands are not reasonable or that reasonable work demands are not being met, the supervisor and Administrator shall meet with an Association representative and the College President or his/her designee to discuss and resolve the issue.
7. The Administrator, Supervisor, College President and Association will resolve workload concerns through a variety of means including, but not limited to:
 - a) Redistribution of workload
 - b) Scheduled time off not counted against other paid leaves
 - c) A stipend for work in excess of normal demands or work not related to the Administrator's position
 - d) Hire of additional temporary staff

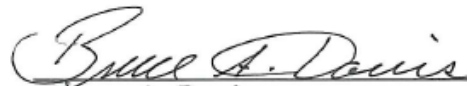
AGREEMENT BETWEEN THE
MAINE COMMUNITY COLLEGE SYSTEM TRUSTEES
AND
THE MAINE EDUCATION ASSOCIATION
ADMINISTRATORS UNIT
2009 – 2011

Maine Community College System



Honorable Daniel E. Wathen
Chair, MCCS Board of Trustees

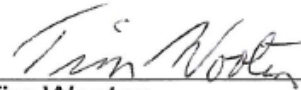
Maine Education Association
Administrators Unit



Bruce A. Davis
CCAA President, Chief Negotiator



John Fitzsimmons
President, MCCS



Tim Wooten
UniServ Director, MEA



Kimberley A. Ehrlich
Director of Human Resources

APPENDIX A

MEA ADMINISTRATORS

SALARY SCHEDULE - EFFECTIVE 07-01-2008

PS= H

STEP	LEVEL					
	I	II	III	IV	V	VI
A	26,989.76	30,961.73	35,505.71	42,697.24	44,729.77	46,863.74
B	27,799.45	31,890.58	36,570.88	43,978.16	46,071.67	48,269.65
C	28,633.43	32,847.30	37,668.01	45,297.50	47,453.82	49,717.74
D	29,492.43	33,832.72	38,798.05	46,656.43	48,877.43	51,209.27
E	30,377.20	34,847.70	39,961.99	48,056.12	50,343.75	52,745.55
F	31,288.52	35,893.13	41,160.85	49,497.80	51,854.06	54,327.92
G	32,227.18	36,969.92	42,395.68	50,982.73	53,409.68	55,957.76
H	33,194.00	38,079.02	43,667.55	52,512.21	55,011.97	57,636.49
I	34,189.82	39,221.39	44,977.58	54,087.58	56,662.33	59,365.58
J	35,215.51	40,398.03	46,326.91	55,710.21	58,362.20	61,146.55
K	36,271.98	41,609.97	47,716.72	57,381.52	60,113.07	62,980.95
L	37,360.14	42,858.27	49,148.22	59,102.97	61,916.46	64,870.38
M	38,480.94	44,144.02	50,622.67	60,876.06	63,773.95	66,816.49
N	39,635.37	45,468.34	52,141.35	62,702.34	65,687.17	68,820.98
O	40,824.43	46,832.39	53,705.59	64,583.41	67,657.79	70,885.61
P	42,049.16	48,237.36	55,316.76	66,520.91	69,687.52	73,012.18
Q	43,310.63	49,684.48	56,976.26	68,516.54	71,778.15	75,202.55
R	44,609.95	51,175.01	58,685.55	70,572.04	73,931.49	77,458.63

APPENDIX B

MEA ADMINISTRATORS UNIT

GRIEVANCE FORM

COLLEGE / GRIEVANCE NUMBER / YEAR:	
TO: (College President)	Date Filed:
FROM: (Steward)	Signature of Steward:
 (Grievant{s})	Signature of Grievant(s)
PROVISION OF AGREEMENT VIOLATED:	
DATE(S) OF OCCURRENCE GIVING RISE TO GRIEVANCE:	
DATE GRIEVANCE INITIATED WITH COLLEGE PRESIDENT:	
STATEMENT OF FACTS AND EVIDENCE SUPPORTING THE GRIEVANCE: (Attach supporting documents if appropriate)	
REDRESS SOUGHT:	
I WILL BE REPRESENTED BY:	

Date Received:	By:
Date of Meeting:	Date Response Sent::
(To be completed by College President)	

DISTRIBUTION:

Original - College President
Copy - Steward / MEA UniServ Director

APPENDIX C

UNIT CLASSIFICATION

AS OF JULY 1, 2009

GRADE	POSITION TITLE	CM	EM	KV	NM	SM	SO	CCD	WC	YC
1	ADMISSIONS REPRESENTATIVE	4	1							1
	ASSOC LIBRARIAN, CIRCULATION AND TECHNICAL SERVICES	1	1							
	ASST DIRECTOR OF RESIDENTIAL LIFE								1	
	ASST DIRECTOR, REGISTRATION & RECORDS	1								
	ASST FINANCIAL AID & REGISTRAR COORDINATOR								1	
	CONTINUING EDUCATION COORDINATOR									1
	COORDINATOR OF COMMUNICATIONS	1								
	ENROLLMENT SERVICES REPRESENTATIVE								1	
	FINANCIAL AID COUNSELOR			1						1
	FINANCIAL AID REPRESENTATIVE	1			1					
	PATRON SERVICES LIBRARIAN					1				
	PR & MARKETING ASSISTANT	1								
	RESIDENT DIRECTOR	2					1			
STUDENT FINANCIAL AID COUNSELOR						2				

2	ADMISSIONS COUNSELOR								2	
	ASST DIRECTOR OF ADMISSIONS				1					1
	ASST DIRECTOR OF FINANCIAL AID	1								
	ASST DIRECTOR OF RECREATION AND ATHLETICS					1				
	ASST TO THE DEANS	1								
	COLLEGE RELATIONS ASSISTANT					1				
	CONTINUING EDUCATION COORDINATOR			1	1					
	COORDINATOR, TRUCK DRIVING PROGRAM				1					
	DAY CARE CENTER DIRECTOR					1				
	DUAL ENROLLMENT COORDINATOR									1
	EDUCATIONAL LIAISON					1				
	ENROLLMENT SERVICES COORDINATOR					1				
	FINANCIAL AID COUNSELOR				1					
	FOUNDATION & INSTITUTIONAL ADVANCEMENT ASSISTANT				1					
	HEAD, ACCESS & COLLECTION SERVICES					1				
	INFORMATION SYSTEMS COORDINATOR								1	
	LIBRARIAN			1						1
	MARKETING COORDINATOR									1
PUBLIC SERVICES LIBRARIAN	1	1								
REFERENCE & INSTRUCTIONAL SERVICES LIBRARIAN					1					
TRIO RETENTION ADVISOR	1									

3	ACADEMIC SUPPORT SERVICES COORDINATOR			1						
	ASSOC DIRECTOR OF ADMISSIONS		1							
	ASSOC DIRECTOR OF DEVELOPMENT & COLLEGE RELATIONS				1					
	ASST DIRECTOR, FINANCIAL AID		1	1	1	1				
	COORDINATOR OF GRANTS & DEVELOPMENT									1
	COORDINATOR, ACADEMIC SUPPORT SERVICES/LAC									1
	COORDINATOR, BUSINESS & INDUSTRY				1					
	COORDINATOR, OFFICE OF STUDENTS WITH DISABILITIES									1
	CORPORATE TRAINING COORDINATOR	1								
	COUNSELOR				1					
	DIRECTOR OF ACADEMIC SUPPORT CENTER		1							
	DIRECTOR OF STUDENT DEVELOPMENT			2						
	DIRECTOR OF STUDENT DEVELOPMENT & ENGAGEMENT					1				
	DIRECTOR OF TRANSFER & ADVISING	1								
	DIRECTOR, ADVISING & CAREER CENTER			1						
	DIRECTOR, HOUSING & RESIDENTIAL LIFE					1				1
DISABILITY SERVICES COORDINATOR			1							

(Cont'd)

APPENDIX C

UNIT CLASSIFICATION

AS OF JULY 1, 2009

GRADE	POSITION TITLE	CM	EM	KV	NM	SM	SO	CCD	WC	YC
	EAST REGION EDUCATION COORDINATOR					1				
3 (Cont'd)	ENROLLMENT SERVICES COORDINATOR			1		3				
	HEAD OF REFERENCE & LIBRARY INSTRUCTIONAL SERVICES					1				
	INSTRUCTIONAL DESIGNER									1
	MIS ADMINISTRATOR									1
	PROGRAM COORDINATOR, ED TECH			1						
	PROJECT COORDINATOR/ED&TRNG PRODUCT DEVEL							1		
	PUBLICATIONS & MARKETING COORDINATOR						1			
	REGISTRAR			1						
	RESEARCH COORDINATOR							1		
	STUDENT DEVELOPMENT COORDINATOR									1
	STUDENT SUCCESS CENTER COORDINATOR			1						
	STUDENT SUPPORT SERVICES LEARNING SPECIALIST			1						
	STUDENT SUPPORT/TRANSFER SPECIALIST				1					
	TRAINING COORDINATOR					1		1		
	TRANSFER COUNSELOR/LEARNING SPECIALIST									1
TRIO ACADEMIC & TRANSFER ADVISOR	1									

4	ASSOC ACADEMIC DEAN									1
	ASSOC DEAN OF ACADEMIC AFFAIRS	1								
	ASSOC DEAN OF STUDENT SERVICES		1							
	ASST ACADEMIC DEAN		1	1						
	ASST DEAN FOR LIBRARY/MEDIA		1							
	ASST DEAN OF ACADC AFFAIRS FOR RETENTION & TRANSFER	1								
	ASST DEAN OF BUSINESS AND COMMUNITY PARTNERSHIPS					1				
	ASST DEAN OF CONTINUING EDUCATION				1					
	ASST DEAN OF STUDENTS									1
	ASST DEAN OF STUDENTS & COMMUNITY AFFAIRS								1	
	ASST DEAN, ENROLLMENT MANAGEMENT								1	
	ASST DEAN, LEARNING RESOURCES				1					
	ASST TO THE STATE DIR, MQC							1		
	CURRICULUM & CERTIFICATION PROGRAM MANAGER						1			
	DATABASE MANAGER						1			
	DIRECTOR OF ADMISSIONS	1	1	1	1					1
	DIRECTOR OF ATHLETICS AND RECREATION						1			
	DIRECTOR OF ATHLETICS, HOUSING & SECURITY	1								
	DIRECTOR OF CONTINUING EDUCATION									1
	DIRECTOR OF ENROLLMENT MANAGEMENT						1			
	DIRECTOR OF ENROLLMENT SERVICES									1
	DIRECTOR OF ENVIRONMENTAL HEALTH AND SAFETY						1			
	DIRECTOR OF FINANCIAL AID & ENROLLMENT MANAGEMENT			1						
	DIRECTOR OF INFORMATION TECHNOLOGY	1								1
	DIRECTOR OF KRHEC		1							
	DIRECTOR OF LIBRARY AND LEARNING RESOURCES								1	1
	DIRECTOR OF LIBRARY SERVICES	1		1						
	DIRECTOR OF MARKETING AND PUBLIC RELATIONS		1							
	DIRECTOR OF PENQUIS HIGHER EDUCATION CENTER		1							
	DIRECTOR OF RECRUITING						1			
	DIRECTOR OF REGISTRATION AND RECORDS	1								
	DIRECTOR OF SCHOOL-COLLEGE PARTNERSHIPS						1			
	DIRECTOR OF STUDENT LIFE						1			
DIRECTOR OF STUDENT RECORDS AND REGISTRATION						1				
DIRECTOR, CENTER FOR GLOBAL OPPORTUNITIES						1				
DIRECTOR, MAINE JUVENILE FIRE SAFETY COLLABORATIVE						1				
DIRECTOR, PUBLIC SAFETY EDUC & LEADERSHIP INITIATIVES						1				

(Con'td)

APPENDIX C

UNIT CLASSIFICATION

AS OF JULY 1, 2009

GRADE	POSITION TITLE	CM	EM	KV	NM	SM	SO	CCD	WC	YC
	DIRECTOR, TRIO								1	
4 (Con'td)	FINANCIAL AID COORDINATOR								1	
	FINANCIAL AID DIRECTOR	1								1
	FIRE DEPT SERVICE SUPERVISOR					2				
	PERKINS GRANT MANAGER							1		
	PLACEMENT COORDINATOR			1						
	REGIONAL DIRECTOR, EC FOR ME							6		
	REGISTRAR/AFFIRMATIVE ACTION OFFICER				1					
	TECH PREP COORDINATOR				1					
	TECH PREP DIRECTOR	1								
	TRIO PROJECT DIRECTOR	1								1
	WELDING CENTER DIRECTOR		1							

5	ASSOC DEAN FOR INFORMATION & ENROLLMENT SERVICES/REGISTRAR					1				
	ASSOC DEAN OF CED			1						
	ASSOC DEAN OF STUDENTS					1				
	ASST DEAN OF STUDENTS			1						
	DEPUTY FIRE ADMINISTRATOR					1				
	DIRECTOR OF BATH CAMPUS AND EXTENSION CENTER					1				
	DIRECTOR OF COUNSELING				1					
	DIRECTOR OF INSTITUTIONAL RESEARCH & STUDENT DATA		1							
	DIRECTOR, ADVANCED TECHNOLOGY CENTER						1			
		DIRECTOR, FINANCIAL AID					1			

APPENDIX D
MAINE COMMUNITY COLLEGE SYSTEM
MEA ADMINISTRATOR PERFORMANCE APPRAISAL

NAME _____

JOB TITLE _____

DEPT _____ EVALUATION PERIOD FROM: _____ TO: _____

PART A: ELEMENTS OF JOB DESCRIPTION

INSTRUCTIONS: This portion of the evaluation is intended to assess the employee's capability to meet the demands of the job description. Review the job description questionnaire and list below the major responsibilities of the position, then rate the employee's performance in that area.

#1: _____

COMMENT: _____

#2: _____

COMMENT: _____

#3: _____

COMMENT: _____

#4: _____

COMMENT: _____

#5:

COMMENT:

#6:

COMMENT:

PART B - OVERALL PERFORMANCE

Instructions: This portion of the performance evaluation is intended to assess the traits and qualities of effectiveness in overall performance. Describe and assess instances that are typical of the employee's work and actions.

1. PLANNING AND ORGANIZING:

Establishing priorities, making plans, arranging work schedules, meeting deadlines, adapting to changes, using resources efficiently.

2. PROBLEM SOLVING:

Understanding factors, analyzing information and developing sound, practical solutions. Making prompt decisions, accepting responsibility, making creative contribution to solution of problems, resolving disputes, maintaining objectivity. Anticipating and preventing problems.

3. MANAGEMENT SKILLS:

Controlling costs, maintaining budget, keeping within prescribed limits. Adhering to policies and procedures. Effectively and creatively utilizing time and resources.

4. HUMAN RESOURCE MANAGEMENT:

Hiring, firing, disciplining, conducting performance reviews. Meeting affirmative action responsibilities. Enforcing College and System policies. Utilizing effective supervisory skills to include instruction and delegation, leadership, employee development.

5. INTERPERSONAL RELATIONSHIPS:

Communicating with peers, subordinates and others. Building teamwork, motivating and developing others. Cooperating with persons outside of department. Maintaining effective relations with public constituencies.

6. INITIATIVE:

Self-motivation and vision. Ability and willingness to make unprogrammed contributions and develop new methods and procedures.

PART C - MAJOR HIGHLIGHTS:

1. List major achievements of the past year:

2. Identify challenges faced in the past year:

3. Identify program/personal strengths:

4. Identify areas for growth/improvement:

5. List plans/goals for the upcoming year (remainder of year):

6. Identify support needed to help meet next year's plans/goals:

7. Summary comments (optional):

To the Employee: You are requested to sign on the line provided below to indicate only that you had an opportunity to review your performance evaluation with your Evaluator. Your signature does not indicate that you agree with the evaluation

EMPLOYEE COMMENTS:

Employee Signature:		Date	
Evaluated by		Date	
Title			

APPENDIX E

SCHEDULE OF FEES

Attorney Fees:	\$120 per hour
UniServ Director Fees:	\$90 per hour
Local Representative Fees:	\$60 per hour

All fees are charged on the basis of minimum 15 minute periods.

SEPARATE AGREEMENT

between the

MAINE COMMUNITY COLLEGE SYSTEM

BOARD OF TRUSTEES

and the

MAINE EDUCATION ASSOCIATION

ADMINISTRATORS UNIT

1. The negotiating team wishes to encourage the College Presidents to develop minimum education levels, certifications, and skills for bargaining unit positions.
2. In the event that administrators at a College are forfeiting a significant amount of unused vacation leave, the College President or his/her designee shall meet with College administrators to resolve the issue. If the issue cannot be resolved to the satisfaction of both parties, it may be re-opened for negotiation during this contract period.
3. The administrators and the System shall form a labor/management committee for the purpose of bidding and selecting a provider for an income protection plan for administrators. Participation in the plan shall be at the option of the administrator. The cost of the plan shall be paid by the administrator through payroll deduction.

SIDE AGREEMENT

between the

MAINE COMMUNITY COLLEGE SYSTEM

BOARD OF TRUSTEES

and the

MAINE EDUCATION ASSOCIATION

ADMINISTRATORS UNIT

The members of the negotiating teams have agreed that vacation leave may be used by administrators for the purpose of teaching in the System. Such vacation leave shall be pre-approved by the supervisor and other College officials as appropriate.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
MAINE COMMUNITY COLLEGE SYSTEM BOARD OF TRUSTEES
AND THE
MAINE EDUCATION ASSOCIATION ADMINISTRATORS UNIT**

The Parties hereby agree as follows:

1. That the current collective bargaining agreement executed between the Parties shall be renewed for the period from July 1, 2009, through June 30, 2011.
2. That the Maine Community College System shall award merit increases consistent with the terms of the current collective bargaining agreement for the period from July 1, 2009, through June 30, 2011, provided that merit increases are awarded by the State of Maine for its collective bargaining contracts.
3. That if during the period of July 1, 2009, through June 30, 2011, the State of Maine provides funds to cover cost of living increases, the Parties shall commence negotiations within fifteen (15) business days. Such negotiations shall be limited to Article 23, C, General Salary Increase.
4. That the Parties shall make contract language changes of a housekeeping nature to the following Articles:

Article 16 (B) – eliminate redundancy in items b and e

Article 16 (G) – strike June and July

Article 23, Section 125 Plan – strike 2004

Article 26 (B) (4) – strike “shall be available July 1, 1993”

Article 26 (B) – add new language regarding family members of those injured during active duty



Maine Education Association Administrators Unit 02/27/09
Date



Maine Community College System 2/27/09
Date