

AGREEMENT

BETWEEN

THE MAINE MARITIME ACADEMY

AND

THE MAINE SERVICE EMPLOYEES ASSOCIATION  
SEIU LOCAL 1989

FACULTY UNIT

July 1, 2021 – June 30, 2023

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ARTICLE 1  
RECOGNITION AND DEFINITIONS

A. RECOGNITION

The Board of Trustees of Maine Maritime Academy (hereafter the Board) recognizes the Maine Service Employees Association, Local 1989 SEIU, (hereafter the Association or MSEA) as the sole and exclusive bargaining agent for Maine Maritime Academy Faculty, as defined in the University of Maine Labor Relations Act, 26 M.R.S.A., Section 102 1, et seq., as amended, in the Faculty Bargaining Unit (hereafter unit members). Unit members are Maine Maritime Academy employees in titles or positions included in the Faculty Bargaining Unit as a result of the Voluntary Recognition Form dated September 1, 1988 and any subsequent Agreements between the Parties. For this purpose, persons having full-time or part-time appointments in a unit title for a single appointment period of more than six (6) months or for consecutive appointment periods totaling more than six (6) months will be considered unit members following completion of six (6) months of such continuous service.

B. JURISDICTION

During the term of this Agreement, the jurisdiction of the Association shall extend to those persons who now or hereafter hold appointments to a position included in the Bargaining Unit.

C. DEFINITIONS

1. Academic Year. The term "academic year" as used in this Agreement shall mean Fall and Spring semesters, for undergraduate faculty. Up to six (6) days per academic year may be used as needed for faculty orientation, workshops and/or Departmental meetings the week before the start of each academic semester, with at least thirty (30) days notice. The term "semester" as used in this Agreement shall mean: First Semester beginning of classes in the Fall, and ending of classes and exams in winter; Second Semester, beginning of classes in winter through commencement.
2. Administration. The term "Administration" as used in this Agreement shall mean the President and other principal & administrative officers serving as such; such designation shall not include individuals and positions as defined in Article I, Section A, of this Agreement.
3. Administrator. The term "administrator" as used in this Agreement shall mean any person serving, in an administrative capacity and appointed as an administrator,
4. Annual Training Cruise. The phrase "annual training cruise" as used in this Agreement shall mean the whole of an annual training exercise. Such period shall constitute the period of sea-time required as a prerequisite for licensing under applicable Federal regulations. The phrase "annual training cruise" as used in this Agreement shall mean that cruise defined under Article 11(C),
5. Association. The term "Association" as used in this Agreement shall mean the Maine Service Employees Association as recognized pursuant to Article I, Section A, of this Agreement.
6. Faculty, Faculty Member, Unit Member or Employee. The term "faculty", "faculty member" "unit member" or "employee" as used in this Agreement shall mean any member of this Bargaining Unit who holds a continuing part-time or full-time appointment as one of the following, namely:
  - a. Professor
  - b. Associate Professor
  - c. Assistant Professor
  - d. Instructor or Lab Instructor
7. Continuing Part-Time, Temporary Part-Time and Temporary Full-Time. A continuing part-time faculty member is anyone hired on a continuing appointment teaching less than twelve (12) credit hours or the equivalent per semester excluding summer school. Contracts and contract renewal of continuing part-time faculty shall be subject to the same policies and procedures governing full-time faculty. Evaluation of continuing part-time faculty shall be the same as fulltime faculty. Continuing part-time faculty shall be granted academic rank based on the same criteria as full-time faculty.

Temporary faculty shall normally be employed only to cover situations where continuing faculty are temporarily unavailable for teaching due to illness or disability, sabbatical leave, approved leave of absence, or when non-standard courses that require specialized knowledge are taught on an irregular basis. Normally, temporary faculty will be appointed on a semester by semester basis, with salary and benefits negotiated between the Academic Dean and the individual. The Academic Dean shall ensure that any temporary faculty member is qualified to teach the specified courses. When there is an unmet ongoing need for teaching, of regularly scheduled courses, the Academy shall make a serious effort to attract and hire qualified continuing faculty for such teaching.

8. Grievance. The term "grievance" as used in this Agreement shall mean a grievance as defined in Article 10 of this Agreement.
9. Training Craft. The term "training craft" as used in this Agreement shall mean any vessels, in addition to the training ship, used by the Maine Maritime Academy for training purposes or instructional purposes.
10. Vacancy. The term "vacancy" as used in this Agreement shall mean a vacancy in an approved full-time or continuing part-time faculty position for which moneys have been budgeted.
11. Adjunct Faculty. The term 'adjunct faculty' shall mean those instructional personnel who are engaged by the Academy on a temporary basis to instruct particular course(s) or sections of courses. Adjunct faculty shall not be covered by this collective bargaining agreement.

## ARTICLE 2 RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

### A. FAIR PRACTICES

The Board of Trustees agrees to continue its policy of non-discrimination against any person on the basis of age, race, color, religious creed, national origin, sex, marital status, sexual orientation, veteran's status, disability or participation in or association with the activities of any employee organization.

### B. LETTER OF APPOINTMENT

All rights, benefits, duties and obligations of members of the Bargaining Unit as set forth in this Agreement shall, during, the term of this Agreement, be expressly incorporated by reference into, and made a part of, any letter of appointment that has been or shall hereafter be entered into between the Board of Trustees or its representatives and any person who is or shall thereafter become a member of the Bargaining Unit; and no such letter of appointment shall be contrary, in whole or in part, to the terms and conditions set forth herein.

### C. INFORMATION

1. The Board of Trustees or its representatives shall make available to the Association, upon the written request of the MSEA/Association President thereof and within a reasonable time thereafter, such statistics and information related to the Collective Bargaining Unit in its possession as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board of Trustees or its designee to compile information and statistics in the form requested unless already compiled in that form.

During the life of this Agreement the divisional and departmental structure may be changed by the Administration after consultation with affected faculty members.

2. Within the first seven (7) days of February and October of each year and at no cost to the Association, the Academy shall supply the Association and Unit President with an electronic listing to include the names, addresses, salaries, wage grades and steps, titles, current appointment dates, job status (i.e. part-time or full-time), length of work year, and type of work schedule of all unit members and employees who, upon completion of their six (6) months exclusionary period, will be unit members.

### D. NOTICE OF VACANCIES

For a minimum of one (1) week the President, or his/her designee, shall post for the information of unit members notice of all vacancies (full or part-time). Notice of each such vacancy shall be posted on the faculty bulletin board

no later than the date on which such vacancy is advertised elsewhere. Copies of all such notices shall be sent to the President of the Bargaining Unit and posted on the Academy website. Notice shall be available to unit members containing a description of the job to be performed, the applicable salary or salary range and the qualifications for the position to be filled.

### ARTICLE 3 USE OF COLLEGE FACILITIES

#### A. THE ASSOCIATION

1. Upon request in writing made to the President of the College, or to his/her designee, the Association shall have the right to meet in appropriate facilities. The parties agree not to schedule meetings involving members of the Bargaining Unit which would conflict with any previously scheduled meetings or regularly scheduled classes. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings nor to permit interference with the normal conduct of college affairs.
2. Use of MMA Facilities: MSEA staff and unit members shall be allowed reasonable use of available, appropriate meeting space at MMA for specific meetings, including space suitable for meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances and contract administration and negotiations.
3. The Association shall be permitted to use the intra-College mail system for the distribution of Association communications.

#### B. MEMBERS OF THE BARGAINING UNIT

1. Each faculty member shall have office space, a desk and chair, space in a file cabinet and reasonable access to a telephone. The Board hereby further agrees that it shall continue to provide such number of private offices for unit members as exist on the date of execution of this Agreement.
2. The parties recognize the desirability of permitting members of the Bargaining Unit to have access to unit members' offices and work areas during normal working hours. Access after normal working hours shall be through Academy Security. The Administration shall maintain reasonable access and security.
3. The Administration shall continue to maintain available secretarial and/or clerical assistance for the use of unit members in connection with the proper discharge of their duties. The parties recognize that this undertaking is made subject to the actual availability of secretarial and/or clerical assistance as that availability may exist from time to time.
4. Essential teaching supplies such as paper, examination books, and like materials, and stationery for use in College business shall be reasonably supplied upon request. Such specialty and safety clothing as may be required by Coast Guard regulation, O.S.H.A. or other regulatory authority shall be provided at no cost to those faculty teaching in laboratories, in the industrial arts, and marine-related activities. Problems involving health and safety will be referred to the Academy-wide Health & Safety Committee.
5. To the extent that the same are now provided in the existing buildings of the College, the Board shall continue to provide in each such building that is used by members of the Bargaining Unit in the discharge of their responsibilities the following: a faculty lounge furnished with appropriate lounge furniture, coffee equipment, and a bottled water cooler. In addition thereto the Administration shall continue to provide sufficient computer and duplicating equipment in good repair for the use of members of the Bargaining Unit, and shall do so in a manner that maintains word processing, computing and duplicating services at a level no less than that which exists immediately prior to the date of execution of this Agreement.
6. The Administration shall provide service for the distribution of all unit members' MMA employment related mail throughout the calendar year.
7. The Administration shall provide and maintain properly surfaced parking facilities without cost for members of the Bargaining Unit, such parking facilities to be located as close as is practicable to the appropriate teaching, and/or work areas of Bargaining Unit members.

8. All unit member work areas shall be cleaned regularly.

#### C. SAFETY PROCEDURES

The Administration shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees.

Whenever the Administration shall have been informed or shall have other cause to believe that any work location or part thereof is unsafe or unhealthy, it shall investigate the same and shall, as soon as may be practicable thereafter, take such steps as it deems necessary and appropriate to correct any unsafe or unhealthy conditions that it determines actually to exist.

### ARTICLE 4 SUPPLEMENTAL BENEFITS AND HOLIDAYS

#### A. MISCELLANEOUS LEAVE

1. Faculty members will, at the discretion of their department chair (or the Academic Dean in the case of individuals who are Departmental Chairs), be excused from assigned responsibilities for up to a total of five days each academic year for reasons of ill health resulting in short-term inability to perform their responsibilities (or for such other reasons as may be authorized in advance by their department chair or the Dean). It will be the responsibility of the faculty member to ensure that the department chair (or Dean) is notified of the need for such absence in as timely a manner as possible and to assist the department chair (or Dean) in attempting to provide for coverage of any classes to be missed. The decision of the departmental chair (or Dean) regarding non-illness related requests by faculty members as addressed in this paragraph will be final.
2. Departmental chairs shall provide a monthly report to the Academic Dean and the Academy Director of Human Resources identifying any such time excused and the manner in which the faculty member's responsibilities were met.

#### B. WORKER'S COMPENSATION

A member of the Bargaining Unit who receives worker's compensation provided by statute and who is entitled to miscellaneous leave allowance may take that portion of his/her leave allowance which, when added to the amount of the compensation provided by statute, will result in the payment to him/her of his/her full salary.

If and when a member of the Bargaining Unit has miscellaneous leave allowance available, and is injured while in the performance of his/her duty, and such injury could result in a claim under the Maine Worker's Compensation Law, he/she shall be paid his/her leave allowance up to the extent of his/her leave allowance until payments under the Worker's Compensation Law begin.

#### C. DISABILITY LEAVE

1. The college shall establish a pool of 550 disability leave days for faculty to draw from as stipulated in #2 below. On September 1 of each successive academic year this disability leave pool shall be replenished to the 550 day level. Should the number of days in the pool drop below 100 in the course of any academic year, the Administration shall meet with unit negotiators to discuss advance replenishment of the disability leave pool.
2. Administration and Utilization of Disability Leave
  - a. A committee consisting of the President, Vice President and Shop Steward of the MSEA/MMA Faculty Unit shall act as the administrative agent for the extended disability leave pool. If a temporary

- vacancy exists on this committee, the Secretary or Treasurer of the MSEA/MMA Faculty Unit shall take the place of the absent member on the committee during the temporary vacancy.
- b. All continuing full-time and continuing part-time faculty are eligible to make application to the committee for utilization of the extended disability leave pool.
  - c. Continuing, full-time faculty shall be eligible to apply for up to 150 days of extended disability leave per disability. Continuing, part-time faculty shall be eligible to apply for up to 75 days per disability.
  - d. When an eligible individual makes application to utilize extended disability pool days in excess of five (5) continuous days, the committee shall require a physician's statement on a form provided by Human Resources, certifying the condition constitutes a qualifying condition under the federal Family Medical Leave Act. The statement shall be sent to the director of Human Resources and shall remain confidential. The director of Human Resources will notify the committee that such a statement has been received indicating that a disability does exist.
  - e. The committee shall provide a written response to each application for utilization of extended disability pool days. Such response shall include the number of days, if any, granted (or the reason for denial if applicable). The committee's decision shall be final and not grievable. Copies of the committee's responses shall be provided to the requesting individual, the appropriate departmental chair, the Academic Dean and Academy Director of Human Resources within five (5) days of its decision.
  - f. In all cases when extended disability pool days are authorized, the individual's department chair (or Academic Dean in the event the disabled individual is a departmental chair) shall make every possible effort to provide for coverage of any classes to be missed through the cooperative efforts of other faculty members. In the event that the departmental chair determines that coverage cannot be handled by existing faculty resources, the chair shall so notify the Academic Dean in order that suitable alternative arrangements can be made.
  - g. All extended disability leave days approved by the committee within these Guidelines will be covered by full pay and benefits for the absent faculty member on the basis of his or her base academic appointment.
  - h. In the event of an extended absence due to documented illness or injury, when a faculty member's access to the extended disability leave pool is exhausted, or denied by the committee, Personal Extended Unpaid Leave (as addressed in Section H 2 of this Article) shall automatically be granted, not to exceed one year.
  - i. To assist the college with planning, the duration of the leave period will be stipulated prior to its commencement.

#### D. RETIREMENT

- 1. State and federal laws respecting the administration of MainePERS or the TIAA plans will be adhered to by both MMA and the employees. Employees hired on or after January 1, 2016 will only be offered TIAA.
- 2. Maine Public Employees Retirement System (MainePERS)  
Employees hired before January 1, 2016 who have chosen MainePERS will be grandfathered into the system. MMA will continue to provide contributions as determined by the MainePERS system. Employees hired on or after January 1, 2016 will not be eligible to select this retirement option.
- 3. Teachers Insurance and Annuity Association (TIAA)  
Continuing part-time and full-time unit members who have elected not to participate in the Maine Public Employees Retirement System (MainePERS) may elect enrollment in a TIAA plan as an alternative to MainePERS. After January 1, 2016 continuing part-time and full-time members may only elect enrollment in a TIAA plan. An eligible unit member electing a TIAA plan will contribute monthly to the plan, beginning at the time of the member's election, an amount at least equal to the amount the employee would have contributed had the employee elected the Maine Public Employees Retirement System option. The Academy will contribute monthly an amount equal to 7% of the employee's qualifying compensation. The Academy's contribution will vest after two years of service. Contributions to TIAA are to be made pursuant to and on the schedule required by law.
- 4. Employees wishing to contribute amounts in excess of that contributed to MainePERS or TIAA may join the 403(b) plan, also known as the Group Supplemental Retirement Account (GSRA) by completing a salary reduction agreement and opening a GSRA contract with TIAA



5. A unit member who has elected neither 2, 3 nor 4 above will receive no retirement benefit other than Social Security.
6. Phased Retirement Program
  - a. To be eligible, faculty must have been retained with merit at their most recent retention hearing.
  - b. Faculty who are interested in applying for phased-in retirement under this agreement must apply to the Chair of their Department on or before September prior to the academic year of their planned phased retirement, on application forms provided by Human Resources.
  - c. The application will be subject to approval by the Academic Dean. If approved, a memorandum of understanding will be developed and executed between the applicant and the Academy, with a copy to the Union to reflect the terms of the individual phased-in retirement arrangements. That agreement will be binding and may not be changed without the consent of all parties. Nothing in that agreement shall be construed to contravene or be in derogation of the collective bargaining agreement.
  - d. Any such agreement will be contingent upon the availability of a qualified replacement(s) and meeting the needs of the Academy as determined by the Academy.
  - e. Under an approved phased-in retirement plan, a faculty member who is approaching retirement may accept a reduced workload, teaching either a partial course load each semester or a full load one semester and none the next. He or she would receive full benefits, but would receive a proportional decrease in salary based on workload.
  - f. Any such contract will not exceed three (3) years in length, but may be renewed with the consent of both parties. Renewal will be finalized six (6) months prior to the end of the contract.
  - g. The parties intend that such agreements will be approximately revenue neutral. In calculating costs for purposes of this comparison, cost will be based on cost per unit (units as defined by Article 11, Section 3). (See Appendix C for example.)
    - 1) Costs to be included in this calculation will be annual salary plus a percentage charge for benefits, currently projected to be 38% but subject to increase as such costs increase, if at all, each year.
    - 2) Faculty participating in the phased retirement program will receive all compensation adjustments agreed to in the collective bargaining agreement.
  - h. Non-teaching duties will normally remain the responsibility of the phased retiree. Uncovered non-teaching duties will not be arbitrarily reassigned but instead such assignment will be determined jointly by the Academic Dean and the Department Chair.

#### E. FUNERAL LEAVE

An employee shall be excused from duty for up to five (5) working days without charge to leave or loss of pay to attend the funeral of an immediate member of his or her family. Immediate family members for this purpose include a spouse, significant other, son/daughter, son/daughter of significant other, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparent and grandchild. The significant other shall be the person identified in the employee's personnel file as the emergency contact person, prior to the time of the request.

#### F. MILITARY LEAVE

Unit members who are members of the armed forces shall be entitled to unpaid leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (as may be amended). Unit members of the National Guard or other reserve components of the armed forces, shall be entitled to leave of absence from their respective duties, without loss of pay, not to exceed sixteen (16) calendar days in any calendar year. However, where the individual has a choice, every effort shall be made to take military leave at a time when it will not conflict with the performance of Academy duties.

## G. COURT LEAVE

Court leave is the authorized absence, without charge to miscellaneous leave or loss of compensation to an employee for official jury duty or for attending a court in a non-official capacity as a witness. The court may be municipal, state or federal.

## H. UNPAID LEAVES OF ABSENCE

### 1. Professional Leave

Upon the recommendation of the Professional Development Committee the President of the College or his/her designee may grant to a member of the Bargaining Unit leave without pay for such term, upon such condition and for such purposes as he/she or his/her designee may determine.

The purposes for which a member of the Bargaining Unit may submit his/her application for such unpaid leave may include, but shall not be limited to:

- a. Advanced study, including creditable service at sea for the purpose of the renewal or upgrading of licenses;
- b. Participation in an exchange teaching program;
- c. Participation in a cultural program related to his/her professional responsibilities;
- d. Service in a public office to which he/she has been elected or appointed; and for such other purposes as may be allowed under the laws of the State of Maine.

Medical plans will continue in effect at the employee's expense during the approved leave of absence.

### 2. Personal Extended Unpaid Leave:

Upon timely written request of a unit member, the President or his/her designee may grant a leave without pay for a period not to exceed one (1) year. Such leaves may be requested for personal reasons including, but not limited to, leave on the occasion of the birth of a child by a unit member or the adoption of a child by a unit member. Such leave may be extended by the President or his/her designee upon timely written request of the unit member for up to two (2) successive one-year periods. Upon return, the salary of the unit member shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. The Academy shall provide that appropriate insurance coverage for periods of leave without pay will be available to the unit member at his/her own expense. Time spent on leave without pay shall not be credited toward completion of probationary periods.

## I. INSURANCE

### 3. Health and Dental Insurance

- a. The Academy shall continue to make available to full-time unit members a health insurance plan and dental insurance plan which is prescribed by the Maine State Health Insurance Program. Full-time unit members may choose to enroll themselves and their eligible dependents in the plans.

(1) The Academy shall use the premium schedule promulgated by the State each year for all state employees, the Academy will use the lower of the two premium schemes for its employees and will adjust the salary cohorts to:

- a) First Cohort – Lower than or equal to \$50,000
- b) Second Cohort - Between \$50,000 and \$80,000
- c) Third Cohort - \$80,000 and above

(2) Employees in the First Cohort shall contribute \$0 per pay period toward Employee-only coverage provided. Employees in the Second Cohort shall contribute \$20 per pay period toward Employee-only coverage provided. Employees in the Third Cohort shall contribute \$40 per pay period toward Employee-only coverage provided. Contribution by faculty towards health insurance dependent coverage will be 40 percent of dependent premium cost calculation used by the State for State employees.

- b. For continuing part-time unit members, the Academy shall make available employee and spousal and/or dependent health insurance coverage equivalent to the coverage which is available to full-time regular unit members, pro-rated as appropriate.
- c. The parties recognize that the unit members bear the responsibility for notifying the Academy's Director of Human Resources of any change in their family status having impact upon their Academy paid health and dental insurance coverage or the premiums therefore. If such notice is not given in a timely fashion, the employee shall be subject to repayment of premium cost within 30 days as required by law.
- d. For unit members having a combined consecutive years of full-time Academy service plus their age, equaling 75 or more, who elect to retire during the life of this agreement, the Academy will provide a one-time cash payment equal to three thousand dollars (\$3,000) times (x) the number of full years until the member reaches the age of Medicare eligibility or age sixty five (65) whichever occurs first up to a maximum of fifteen thousand dollars (\$15,000) in order to assist such member in the defrayal of health insurance costs during the period between retirement from the Academy and eligibility for Medicare. This benefit will be paid six (6) months after the employee's retirement, provided the employee has actually retired from full time teaching or administrative duties in the academic field. This benefit is not intended for employees who leave the Academy to continue their careers in education or in their fields of specialty. This benefit is only intended for those who actually retire.
- e. The Academy shall provide to each full time unit member Academy paid life insurance coverage equal to one year's base annual salary to the maximum stipulated in the Maine Maritime Academy group plan.
- f. If an employee wishes to entirely opt out of health insurance coverage through the Academy, and the employee is not covered otherwise by Academy insurance, the employee shall receive a stipend calculated from three months (3) of the monthly premium cost (25%) for single coverage health insurance paid out over 12 months. This amount shall be paid to the employee in each pay check on a pro-rata basis so long as the employee remains "opted out". The stipend shall be adjusted as of the Academy's insurance contract renewal or other premium adjustment date. In order to be eligible for the opt-out stipend, the employee must maintain health insurance coverage under another plan and upon request present the Academy with proof of coverage by such other plan.
- g. All health insurance premiums will be deducted on a pre-tax basis.
- h. The Academy shall maintain a flexible spending account plan option to which eligible employees may elect to contribute via payroll deduction, up to the plan's maximum amount of pre-tax dollars for certain qualifying medical and dependent care expenditures. The details and operation of the plan are set forth in and governed by the plan documents.

#### 4. Workers' Compensation

All employees are covered by Workers' Compensation as required by state law, while employed by the Academy. Employees are required to make a report of any injury within 3 days of said injury. Any supervisor/manager/department head with knowledge of any injury or accident must report it to Human Resources/Safety immediately.

#### 5. Faculty Liability Insurance

- a. Liability Insurance  
Faculty members' professional activities in the performance of their official duties are covered by the State of Maine Tort Claims Act. Current copies of applicable documentation supporting such coverage under the Tort Claims Act shall be maintained by the Academy and made available on request.
- b. License Protection  
A unit member whose license has been suspended by the U.S. Coast Guard for an incident that is not drug or alcohol related will be retained at the unit member's current salary, subject to possible reassignment of duties, pending the results of the U.S. Coast Guard investigation or for a period not to exceed one (1) year.

J. EDUCATIONAL BENEFITS

6. Employees:

- a. Any unit member successfully completing at a qualified educational institution a course of instruction designed to improve his/her academic or professional qualifications is entitled to reimbursement of the tuition charge. Payment will be made upon presentation of evidence of satisfactory completion of all course requirements.
- b. Such educational programs shall be approved in advance by the Department Chair and Academic Dean.
- c. As space permits, unit members shall be entitled to enroll in Academy courses including those offered by the Continuing Education Department and other sponsored by the Academy, with tuition and instructional fees waived.
- d. Internal Revenue Service regulations/law apply to all tuition reimbursements and waivers, including but not limited to those under Sections 132 and 162 of the Internal Revenue Code of 1986, as currently amended (and comparable provisions in effect at the time of payment) regarding the income tax treatment, reporting and withholding obligations relating to such reimbursements and waivers.

7. Dependents:

- a. Full-time unit members who have been employed at least 6 months by the Academy, who have dependents, who are full-time students of the Maine Maritime Academy, shall be eligible for a waiver of tuition for such dependents. Part-time unit members who have been employed at least 6 months by the Academy, who have dependents, who are full-time students of the Maine Maritime Academy, shall be eligible for a waiver of one-half (1/2) tuition for such dependents. This waiver does not apply to mini-course or summer sessions or other non-semester course offerings.
- b. (1) The tuition waiver program provides free undergraduate tuition to all eligible dependent children and spouses (or qualifying domestic partners) of employees during their full-time enrollment at Maine Maritime Academy. Tuition waivers are available for matriculating students completing their first undergraduate bachelor's degree. In no case will tuition waivers be granted beyond ten (10) semesters or the number of credits required for completion of specific degree programs and waiver eligibility will continue for the entire degree unless the student takes a leave for a period longer than one year. The waiver does not include room, board, fees, books or any other item and is available for fall and spring semesters only. Student and parents must complete and submit a FAFSA form.

(2) A tuition waiver program for graduate courses is also available to faculty dependents (spouse/partner/children) completing their first graduate degree under the same criterion established by the other paragraphs in this section, with the following restrictions:

- Tuition only
  - Space available only
  - No on-line courses
  - Will not be used to establish minimum enrollment for the course
  - Will not exceed maximum enrollment numbers for each course
- c. The term "child" (dependency as defined below by the IRS and/or the D.O.E.) shall include biological, legally adopted children, stepchildren and legal wards of full-time Maine Maritime Academy employees. Tuition waiver benefits are available to an employee's dependent children defined as a child who is a financial dependent of his/her parents and who qualifies under the IRS dependent definition. Children (biological, legally adopted, or legal wards) of employees who do not meet the Department of Education's (under the FAFSA guidelines) qualifications for independent student status are also eligible for tuition waivers. Under these criteria, dependent student status is defined as follows: the child is under 24 years of age, the child is unmarried, the child is not a veteran of the U.S. armed forces, and/or the child is not a graduate student.
  - d. For spouses and domestic partners, a copy of the marriage certificate or Affidavit of Domestic Partnership must accompany the tuition waiver request for a first-time waiver.
  - e. Tuition waiver requests must be filed before the start of the fall semester each academic year and must be accompanied by a 'proof of dependency'. Accepted forms of proof are:

- Copy of parents' Federal income tax return listing the child as a dependent, or
  - Completed Proof of Dependency Form, and
  - Completed FAFSA
8. In the event of total disability or the death of a unit member with five (5) or more years of continuous Academy service, the spouse or dependent children who are enrolled full-time students participating in a tuition waiver program at the time of unit members total disability, or death shall maintain eligibility for the tuition waiver program. The tuition waiver shall remain in effect as long as the student maintains continuous full-time enrollment or until completion of the requirements for a degree.

## ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY

### A. PURPOSE

The purpose of this statement is to promote public understanding and support of academic freedom and to assure academic freedom at Maine Maritime Academy.

Institutions of higher education are conducted for the common good of society. The common good depends on the free search for truth and its free exposition. Academic freedom is essential to this purpose and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom of learning. It is with this foundation that the Board of Trustees of the Maine Maritime Academy and the Association agree to encourage an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the college and its students. Unit members shall be free from any censorship, threat, restraint or discipline by the college with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members as citizens are entitled to the rights of citizenship in their roles as citizens. Because of their special status in the community, unit members have the responsibility and the obligation to indicate when expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

### B. ACADEMIC POLICY

Although it is Academy policy not to grant tenure, the principles of Academic Freedom, the protection of which are the objective of tenure policy, are protected rights of the Faculty of Maine Maritime Academy. These principles are established by adherence to the following standards:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and unit member before the appointment is consummated.
2. During the probationary period, a unit member shall have the academic freedom that all other members of the faculty have as provided in Section A of this Article.
3. The unit member recognizes that a condition for continued employment requires maintenance of competence as a teacher and scholar and accepts the requirements for peer review on a periodic basis in accordance with current faculty evaluation directives.
4. Resignation in good standing shall require at least one semester's notice.

## ARTICLE 6 SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRS

Department Chairs shall be nominated by a majority of the full-time faculty with continuing contracts and continuing part-time faculty of the department and appointed by the Academic Dean for a three (3) year renewable term subject to recall by the Dean upon three (3) months notice.

Every department chair shall be a member of that department.

#### A. RESPONSIBILITIES OF THE DEPARTMENT CHAIR

Each department chair shall be responsible to the Academic Dean, shall exercise professional leadership in the department, shall conduct the routine operation of departmental affairs and shall take appropriate initiative in recommending the development of the curricular and resource requirements of the department. Where applicable, his/her responsibilities shall more specifically include but shall not be limited to the following:

- In accordance with the other applicable provisions of this Agreement, providing for the scheduling of courses and classes, academic advising, independent and intra-departmental learning, programs, faculty research, and other student and faculty activities within the department;
- Making recommendations regarding the extension or modification of the curriculum structure within the department to strengthen the college's programs and to endeavor to provide students with maximum accessibility to the college's offerings;
- Assisting in the recruitment of faculty;
- Periodically submitting requests for supplies and equipment;
- Preparing the departmental budget and allocating funds based on that budget;
- Maintaining communication relative to departmental matters;
- Meeting regularly with the Academic Dean or his/her designee and with members of the department and regularly with the appropriate departmental and faculty committees in order to coordinate the interaction of departmental programs and activities and to facilitate the discharge of the responsibilities set forth above;
- Participating in the evaluation of members of the department;
- Advising faculty members of the receipt of any substantial complaint of a student or member of the faculty which the chair believes may affect the employment status of the faculty members; and,
- Carrying out such other assignments as may be made from time to time by the Academic Dean;
- Serving on committees as designated ex officio by the faculty governance body and on ad hoc committees as designated for chair ex officio representation; and
- Attending periodic meetings of Academy Supervisors in order to keep informed on issues such as safety, administrative policies, etc.

Anything in the foregoing to the contrary notwithstanding, whenever any of the foregoing responsibilities must, in the determination of the Academic Dean or his/her designee, be performed during any period that falls during a period when the department chair is unable to or cannot be required to perform such responsibilities, such responsibility may be discharged by the Academic Dean or his/her designee. In any such situation, the Academic Dean or his/her designee shall endeavor to notify or inform the department chair of responsibilities he/she deems it necessary to perform, and the department chair, if so notified or informed, may undertake to discharge such responsibilities.

#### B. SELECTION OF DEPARTMENT CHAIR

Candidate(s) for department chair shall be voted on by secret ballot and nominated in a timely manner by a majority vote of the full-time faculty with continuing contracts and the continuing part-time faculty within the department when one of the following shall come to pass, namely:

1. Expiration of the current chair's term, or
2. Vacancy by reason of the death, illness, resignation or other incapacity of the incumbent chair, or
3. Vacancy by reason of recall or demotion of the incumbent chair.

The Academic Dean within ten (10) working days of his/her receipt of the written notice of nominated candidate shall either appoint or decline the candidate. Should the Academic Dean decline the nominated candidate, then he/she shall submit reasons in writing and the department shall hold another election.

#### C. APPOINTMENT OF AN ACTING CHAIR

The Academic Dean may appoint an acting chair to serve during any period when no chair shall have been selected in accordance with the provisions of this Article or when the chair shall be on paid or unpaid leave, incapacitated or otherwise unable to fulfill his/her duties or upon the declaration of a vacancy or resignation.

#### D. RECALL OF DEPARTMENT CHAIR

The parties recognize that the recall of a department chair by department members is an unusual occurrence and that such recall should be based upon extraordinary circumstances and only after fair and equitable procedures have been followed.

A majority of the full-time faculty with continuing contracts and the continuing part-time faculty of the department can successfully petition for a recall vote. A vote will be held within ten (10) working days of the Academic Dean's receipt of the petition. A successful recall shall require at least two thirds (2/3) of the votes of the eligible voting members of the department.

#### E. STIPENDS AND REDUCTION OF WORKLOAD OF DEPARTMENT CHAIRS

##### 1. Workload

Each department chair's workload shall be determined on a semester to semester basis by the Academic Dean in consultation with each chair and such determination shall not be grievable. It is understood that the department chair has undertaken and will discharge those obligations and duties that are set forth in the other provisions of this Agreement and with the further express understanding that the President or his/her designee is charged with the responsibility for evaluating such department chair pursuant to Article 8 of this Agreement for the purpose, among others, of ascertaining whether such department chair is discharging such obligations and duties in accordance with the terms of this Agreement.

##### 2. Department Chair Stipends

In consideration of the foregoing, every department chair shall be paid an annual stipend in an amount equal to seven thousand five hundred dollars (\$7,500); provided, however, that any member of the Bargaining Unit who, in respect of any academic year, shall serve as department chair for less than the whole of such academic year shall be paid a proration of such stipend for such academic year. Such determinations are not appealable. It is understood that this \$7,500 stipend will be given to any Department Chair irrespective of the size of the department and shall not be the subject of renegotiation based on the size of the department by the faculty.

#### F. ESTABLISHMENT OF REPRESENTATION ON FACULTY GOVERNANCE

1. The department chair shall establish departmental representation on undergraduate Faculty Governance Committees according to the bylaws of that group.
2. The Associate for Graduate Studies shall establish Graduate Faculty representation on Graduate Faculty Governance committees according to the bylaws of that group.

### ARTICLE 7 PARTICIPATION IN THE DECISION-MAKING PROCESS

#### INTRODUCTION

Faculty Governance (graduate and undergraduate) which includes the Faculty Constitution and Bylaws shall be maintained.

#### A. NON-VOTING FACULTY REPRESENTATIVE TO THE BOARD OF TRUSTEES

Prior to the Spring meeting of the Board of Trustees, the Faculty President shall inform the Chair of the Board of Trustees of the faculty's selection of a non-voting representative to the Board. The representative shall be informed of meeting dates, agenda items and minutes and be released to participate in meetings.

#### B. FILLING OF VACANCIES

In filling a college-approved faculty vacancy, which under the University of Maine Labor Relations Act would result in Bargaining Unit status, an appropriate candidate chosen from all applicants who meet the established criteria shall be recommended by the departmental search committee. The recommendation shall be made in compliance with applicable AA/EEOC laws, policies, and/or procedures.

ARTICLE 8  
EVALUATIONS, RETENTION AND PROMOTION

A. JOINT POLICY REVIEW COMMITTEE

The Joint Policy Review committee will consist of two (2) union representatives and two (2) management representatives, who will meet on a periodic basis to develop policies regarding retention, retention with merit, promotion and workload. This committee may also review other policies under the purview of this collective bargaining agreement.

B. FACULTY EVALUATION COMMITTEE

The Faculty Evaluation committee will periodically review all full-time and continuing part-time faculty for retention, retention with merit or promotion following policies established by the Joint Policy Review Committee. Criteria for evaluation shall include teaching, service and scholarship or development as defined below. All recommendations of the Faculty Evaluation Committee are subject to the approval of the Academic Dean, the President and the Board of Trustees. An appropriate Master's Degree or equivalent professional certification shall normally be considered as minimum requirement for any candidate for promotion to Full Professor.

C. DOCUMENTATION

For evaluation purposes, Assistant, Associate and Full Professors must provide evidence that their documented professional development or scholarship enables them to remain current in the theory, knowledge, skills or pedagogy of their discipline. The scholarly expectations of faculty should be consistent with the mission and purposes of the institution, the level of degrees offered, and the resources provided by the institution in support of this activity.

ARTICLE 9  
RETRENCHMENT

A. INTRODUCTION

The parties recognize that, should a financial exigency ever occur, every reasonable measure should be taken, as is hereinafter provided, to curtail the operations of the College consistent with the preservation of the academic integrity of its educational programs and goals and consistent with the preservation of the paramount teaching-learning relationship among members of its academic community.

B. AGREEMENT

The parties expressly agree notwithstanding any other term of this Agreement that no unit member shall be retrenched except as provided in accordance with provisions of this Article.

C. DEFINITIONS

Financial Exigency. For the purpose of this Article, financial exigency shall be deemed to exist at the College whenever, in any fiscal year, the monies allocated or otherwise made available from or by way of legislative appropriation for all of the operations of the College shall be insufficient for the continuation of any or all of such operations during such fiscal year. If the Board of Trustees shall have determined that such procedures should be initiated, it shall provide the Association with the information on the basis of which it has determined the financial exigency to exist.

Declining Student Enrollment. For the purposes of this Agreement, "declining student enrollment" shall mean a decrease in the total number of students enrolled in the total number of courses offered by a department or program area during a semester, which decrease shall be measured by comparing the total number of students so enrolled during the then current semester with the average total number of students so enrolled during the three (3) previous comparable semesters (i.e., fall or spring), and which decline shall, in the sole discretion of the Board, be deemed to be of sufficient magnitude to justify a reduction in the total number of faculty members within that department or program area.



Retrenchment. For the purposes of this Article, "retrenchment" shall mean the laying off of any member of the Bargaining Unit by reason of financial exigency or declining student enrollment at the Academy, and shall not mean termination.

Seniority. For the purpose of this Agreement, as applied to each member of the Bargaining Unit, "seniority" shall be measured by the length of the continuous service in the Bargaining Unit. Such service shall be deemed to have commenced on the date, time and order of initial employment.

A person's service at the College shall not include any time in excess of two (2) years that such person shall have spent in any unpaid leave of absence subsequent to the date of initial employment.

#### D. CRITERIA FOR RETRENCHMENT

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at the College shall determine the order in which he/she shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose.

2. Application

Whenever it shall be necessary, pursuant to the application of this Section D to determine whether any faculty member who would otherwise be retrenched should be retained in any department or program area, such determination shall be made by the President.

#### E. PROCEDURES FOR FINANCIAL EXIGENCY

1. If the President determines that retrenchment for financial reasons may be necessary, he/she shall so notify the President of the Association and the Field Representative and the affected departments and/or program areas that a financial exigency exists, and shall provide them with a proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

2. The President shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association.

3. The President of the College and the President of the Association shall promptly meet and confer to consider the recommendations of each party and to seek to develop mutual recommendations relative to curtailing the operations of the College as it affects members of the Bargaining Unit with respect to the preliminary proposal and their recommendations.

4. If after having considered such recommendations, the President determines that retrenchment remains necessary he/she shall recommend a final retrenchment plan, which shall state the department/program area in which retrenchment shall occur, the extent of retrenchment in each such department/program area, and, if known, the projected duration of retrenchment. The plan shall identify in accordance with the provisions in this Article, those unit members who are to be retrenched. In developing the final retrenchment plan, the President shall address the following considerations:

- a. The reasons for retrenching within the specific program or department areas.
- b. Any arrangements to compensate for program or departmental services that will be lost to other programs within the Academy.
- c. Arrangements to allow students in the affected department/program area(s) to satisfy academic needs or requirements.
- d. The possibilities of reemployment elsewhere in the Academy.

A copy of the above material shall also be transmitted to the Board of Trustees and the Association.

F. RIGHTS AND BENEFITS OF RETRENCHED BARGAINING UNIT MEMBERS

1. Notice

- a. With regard to retrenchment pursuant to Section E above, Bargaining Unit members to be retrenched shall be informed as soon as possible of their selection. The Board shall provide a minimum of one (1) semester notice to unit members. Such notice shall be provided in writing.
- b. Notwithstanding (a) above, notice shall not extend beyond the termination of a Bargaining Unit member's term of appointment or reappointment. Upon request of the unit member who has been so retrenched, the President of the College shall provide him/her with a letter of recommendation which shall also state that the unit member was retrenched due solely to financial exigency.

2. Recall

Whenever during the term of this Agreement it shall be determined by the President or his/her designee to be necessary to fill, in whole or in part, any faculty position in a department in which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his/her designee shall recall the most senior faculty member from among those faculty members who shall have been so retrenched from such department; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each faculty member to be recalled is, by training and/or experience, qualified to teach the course or courses for the teaching of which such position is to be filled.

3. General Provisions

- a. Any such member of the Bargaining Unit so recalled shall retain all those rights of employment that he/she shall have held at the date of his/her retrenchment, and shall retain any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he/she was entitled to at the date of his/her retrenchment.
- b. If a faculty member is retrenched for the above reasons before the end of the period of appointment because of the discontinuance or reduction of a program of instruction, the released faculty member's place will not be filled with a replacement within a period of two (2) years unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline.

4. Alternate Employment

- a. Every reasonable effort shall be made to offer the faculty member employment in another program in which the faculty member is presently qualified. Application for sabbatical leave for the purpose of retraining shall be considered as a method of continued employment.
- b. In the event of short term shifts in student needs, full time and part-time faculty members shall be treated according to part 3. b. above.

ARTICLE 10  
GRIEVANCE PROCEDURE

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

A. DEFINITIONS

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the Academy and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.
2. A "grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays, and officially recognized Academy holidays.

B. FORMAL PROCEDURE

Step 1: The grievant or steward, within twenty (20) work days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall present the Grievance orally and/or in writing to his or her immediate chair or

supervisor. Notice in writing that a decision will be effective on a future date shall constitute an act for purposes of initiation of this grievance procedure. A grievance so presented shall be answered within ten (10) work days of receipt of the grievance.

Step 2: In the event satisfactory resolution has not been achieved in Step 1, the grievant, within ten (10) work days of receipt of the answer, or of the date the answer is due if no answer is provided, shall forward the grievance, written statement(s) why the resolution is not satisfactory, and any other documentation to the next appropriate level of Administration. A grievance so presented shall be answered in writing within ten (10) work days of receipt of the grievance. If a Grievance affects unit members in more than one department, division or other appropriate unit, the Association, within ten (10) work days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the Academic Dean or his or her designee the written, signed grievance. A Grievance so presented shall be answered in writing within ten (10) work days of the receipt of the Grievance.

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association, within ten (10) work days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the President or designee the written grievance, written statement(s) why the resolution is not satisfactory, and any other documentation. The President or designee shall answer in writing within ten work days of receipt of the grievance.

Step 4:

- i. In the event a grievance is not satisfactorily resolved at Step 3 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written electronic notice to that effect directed to the President or his/her designee within twenty (20) work days after receipt of the Step 3 answer or of the date the answer is due if no answer is provided. The parties shall confer within ten (10) work days to select an arbitrator. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.
- ii. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.
- iii. The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the Academy, the Association and any and all affected unit members.
- iv. An arbitrator may, through an award, make the grievant(s) whole where appropriate to remedy a violation of the Agreement, but the arbitrator may not award other monetary damages or penalties.
- v. If a unit member is reappointed at the direction of an arbitrator, the chief administrative officer may reassign the unit member during such reappointment to some mutually agreed upon assignment.

C. DUPLICATE PROCEEDINGS

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

D. RIGHTS AND RESPONSIBILITIES OF THE GRIEVANT, ACADEMY AND ASSOCIATION

1. No reprisals shall be taken by either the grievant, the Association, or the Academy against any participant in the grievance procedure by reasons of such participation.
2. A unit member may be represented at any level of the grievance procedure only by an Association designated representative, or professional staff or counsel of the Maine Service Employees Association, except a unit member may represent himself/herself in Steps 1, 2, and 3.
3. When a unit member is not represented by the Association at Step 1 or 2, the Association shall have the

- right and reasonable opportunity to be present at any meeting between the grievant and the Academy after the submission of the written signed grievance form.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a Grievance shall be filed separately from the personnel files of the unit members.
  5. The forms which must be used for filing a Grievance (Appendix A) and any subsequent review (Appendix B) shall be prepared by the Academy and supplied to unit members and the Association.
  6. In all grievances at Steps 2 and 3, the grievance designees for the Association and the Academy, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the Academy and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and the grievant and his/her designated representatives.
  7. In the event that a Grievance is not timely answered by the Academy at any Step in the procedure, the grievant or the Association, as appropriate, may file at the next Step in the procedure.
  8. The costs of arbitration will be borne equally by the Academy and the Association. Such shared cost shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
  9. The Academy shall promptly forward to the Association and stewards, a copy of any submitted written Grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.
  10. No complaint informally resolved or grievances resolved at Steps 1, 2, or 3 shall constitute a precedent for purpose unless agreed to in writing by the President or his/her designee and the Association.
  11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate Academy administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by Agreement between the President or his/her designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.
  12. Grievances will be scheduled for arbitration in the order in which the Academy receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

## ARTICLE 11 WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

### A. WORKLOAD OF FACULTY

#### 1. Definitions and Rules

The following definitions and rules shall apply to this Section A:

- a. A "Contact Hour" consists of 50 continuous minutes of teaching a lecture or lab per week during a semester;
- b. A "Unit" consists of either (i) one (1) lecture contact hour or (ii) two (2) lab contact hours. A lab contact hour shall count as 1/2 Unit. The Academic Dean has the sole discretion to determine whether a lab contact hour shall count as more than 1/2 Unit;

- c. A “Prep” consists of a faculty member’s preparation for and teaching of a lecture course, lecture/lab course, or a lab course. One (1) Prep is earned if a faculty member prepares for and teaches a lecture course, lecture/lab course, or a lab course. If a faculty member teaches multiple sections of the same course, only one (1) Prep is earned;
- d. The number of students taught will be calculated by counting the students taught by a faculty member in a semester. If a faculty member is teaching a course with a lecture and a related lab, a student enrolled in both the lecture and the related lab will be counted once.

## 2. General Provisions

Faculty workload consists of: (1) teaching workload; (2) preparations for classroom and laboratory instruction; (3) student assistance; (4) continuing scholarship; and (5) activities undertaken by a faculty member pursuant to his/her responsibilities under the terms of this Agreement, including those in the following areas:

- a. Participation as a professional in Academy-related public service;
- b. Participation in and contributions to the improvement and development of the academic programs or academic services of the Academy;
- c. Participation in the annual training cruise as appropriate and applicable.

In addition to the foregoing, during the academic year, faculty members and continuing part-time faculty members have the obligation to carry out committee assignments; to attend Academy functions including commencement, faculty, senate and departmental meetings and convocations; to assist in the recruitment and screening of candidates for departmental positions; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph.

## 3. Workload

### a. Normal Teaching Workload

A faculty member’s normal teaching workload shall consist of:

- i. A maximum of 24 Units per academic year, with no more than 15 Units per semester;
- ii. A maximum of 3 Preps per semester;
- iii. A maximum of 130 students taught per semester.

### b. Overload Pay

A faculty member whose teaching workload exceeds the maximums outlined in subparagraph (a) above shall receive overload pay. Overload pay shall be calculated as follows:

- i. \$1,050 per excess Unit or excess Prep;
- ii. \$105 per each student over the maximum of 130 students per semester.

If a faculty member exceeds the maximum in more than one of the three categories of workload (Units, Preps, Number of Students), the faculty member shall only receive overload pay for the exceeded category for which the highest amount of compensation is available and will not receive overload pay for any excess with respect to the other category or categories. By way of example, if a faculty member has 18 Units, 5 Preps, and 155 students in a semester, the faculty member will receive overload pay of \$3,150 for the excess Units at the rate of 3 x \$1,050, and will not receive any overload pay for the excess Preps or Number of Students taught.

## 4. Scheduling

### a. General

Scheduling of courses will be the responsibility of the Registrar in consultation with the Department Chairs and with the approval of the Academic Dean. The Department Chair shall inform each

faculty member of his/her preliminary schedule in writing. The faculty member may orally or in writing inform the Department Chair of his/her concerns, if any, with the preliminary schedule. Once established, each faculty member is to be given a written copy of the schedule.

b. Special Requests

A faculty member may request special scheduling in order to pursue advanced graduate study, engage in scholarly research and publication, or for other academic or personal reasons, subject to the approval of the Academic Dean.

c. Joint Undergraduate/Graduate Appointments

Faculty members retained under a joint appointment between undergraduate and graduate departments shall be grounded in the faculty member's undergraduate department. The undergraduate Department Chairs of the joint appointment faculty member shall annually meet to schedule teaching loads of joint appointment faculty. Every effort shall be made to accommodate a joint appointment faculty member's professional workload.

B. COMPENSATORY ADJUSTMENT FOR EXTRAORDINARY WORKLOAD

When a Bargaining Unit member volunteers or is requested to perform additional work to assist the department or College due to another member's sickness, injury or emergency leave, then the faculty member performing the work will be compensated equitably, if more than a five (5) day period.

C. TRAINING CRUISE

Training Cruise is an essential component of the educational programs of the Academy. The scheduling of a cruise is dependent on various factors not within the full control of the Academy. Therefore, the Academy may be required from year to year to change the length and/or number of cruise(s). The faculty will be kept informed of proposed cruise schedule(s) and of any changes.

1. Training Program

Maine Maritime Academy's (MMA) Training Cruises combine the operation of a training vessel with academic and practical programs of instruction to provide comprehensive learning experiences for our students pursuing United States Coast Guard (USCG) Licensing as Deck and Engine officers for the United States Merchant Marine as well as for those students who are not seeking licenses in the maritime industry. It is the intent of MMA that USCG Licensed faculty contribute to the successful completion of training programs by operating training vessels, teaching and mentoring to provide the most beneficial learning environment for all participating students. This contribution can be satisfied in one of two ways: when participating in a training cruise (defined below), USCG Licensed faculty from the Marine Transportation and Engineering Departments may participate in the capacity of Assistant Training Officer or Senior Training Officer. Alternatively, when participating in a training cruise these faculty may opt to sail as merchant officers in a watch standing capacity on an Academy training vessel under the auspices of their license. MMA currently operates two training vessels for the primary purpose of providing license track training to students: the Training Ship State of Maine (TSSOM) and the Sail Vessel Bowdoin. The policies outlined in this Section apply to faculty serving on either vessel.

2. Definitions – The following terms apply throughout Part C of Article 11.

- a. "Category A" Faculty are those hired before June 30, 2000.
- b. "Category B" Faculty are those hired between July 1, 2000 and August 31, 2016.
- c. "Category C" Faculty are those hired on or after September 1, 2016 as indicated by the date their employment commences.
- d. "Training Cruise" on the TSSOM or the S/V Bowdoin is defined as a deployment of either vessel for the purpose of administering an at sea training regimen, such as the following courses: CR103, CR214, CR313, CD303 or CE303. Faculty members may be employed for all or a portion of a Training Cruise in the capacity of Senior Training Officer, Assistant Training Officer or Watch Officer.
- e. "TSSOM Cruise Committee" is a committee composed of a Marine Transportation Department faculty member, a Marine Engineering Department faculty member, the Master of the TSSOM and the

Commandant of Midshipman. This committee will advise the Provost on issues related to TSSOM Training Cruise staffing and logistics.

- f. "Bowdoin Cruise Committee" is a committee composed of the Vessel Operations and Technology program coordinator, another Marine Transportation Department faculty member, the Master of the S/V Bowdoin and the Provost. This committee will advise the Provost on issues related to Bowdoin Training Cruise staffing and logistics.

### 3. Staffing Procedures

- a. By November 30 of each year the two Cruise Committees will identify the number and length of any and all Training Cruises to be offered aboard either the TSSOM or the S/V Bowdoin during the coming 365 day period. Additionally the two Committees will identify the specific cruise positions for each Training Cruise requiring faculty level participation and advise the Provost of same. It is understood that unforeseen circumstances may require adjustments to the proposed schedule, in such circumstances the Committee(s) will determine what adjustments are needed and advise the Provost accordingly. The Provost will send notice of the necessary adjustments to the Union within one week, in accordance with the first paragraph of Article 11 Part C of the agreement.

Positions required may include:

- Senior Deck Training Officer
  - Senior Engine Training Officer
  - Assistant Deck Training Officer
  - Assistant Engine Training Officer
  - Navigation Watch Officer
  - Engineering Watch Officer
- b. Notice of the type/ title and number of the positions required for each Training Cruise determined in section (3.a) above will be sent to the Union in writing no later than December 15<sup>th</sup> of each year by the Provost. The Union will provide the Provost with a list of personnel volunteering for the positions no later than the following February 1<sup>st</sup>.
  - c. The Provost will then receive nominations and recommended position assignments from the Faculty Union for the aforementioned positions and will determine the roster of faculty for the Training Cruises, using the following guidelines.
    - 1) Category A Faculty volunteers will have priority hiring privileges, based on seniority, over Category B and C volunteers.
    - 2) Category B Faculty volunteers will have priority hiring privileges, based on seniority, over Category C Faculty volunteers.
    - 3) If a Training Cruise is scheduled for a duration exceeding 68 days faculty may opt to volunteer for only one-half of that Training Cruise.
    - 4) Faculty volunteering for a particular position during a particular Training Cruise, or portion of a Training Cruise, may not be reassigned without their consent.
  - d. Appointments to these positions will be made annually.
  - e. Participation in a Training Cruise shall be considered as service and teaching in retention and promotion hearings in accordance with the policies outlined in article 8 of this agreement and the relevant policies in the faculty handbook.

### 4. Frequency of required participation in Training Cruise.

- a. Category A Faculty may not be required to participate in any Training Cruise.
- b. Faculty members with more than twenty (20) years of seniority and Faculty members who will have attained twenty (20) years of seniority on the starting date of a Training Cruise may not be required to participate.
- c. If there are an insufficient number of Faculty volunteers to staff the Training Cruise the Academy may:
  - 1) Make external hires to meet staffing requirements
  - 2) Assign qualified Category B or C faculty member(s) to serve in those positions unfilled by volunteers and external hires in inverse order of seniority in accordance with the guidelines defined below in section (4.d).
- d. Licensed faculty members hired after July 1, 2000 may be required to participate in a Training Cruise at the discretion of the Provost under the following guidelines.
  - 1) No licensed faculty member may be required to participate in a Training Cruise when there are sufficient licensed personnel volunteering to fill the positions.

- 2) Faculty members who have served a cumulative total of 135 days or more on Training Cruise(s) over the last 6 years may not be required to participate in a Training Cruise.
  - 3) No faculty member may be required to participate in Training Cruise in any two (2) consecutive years.
  - 4) Faculty may not be required to participate in the entirety of a Training Cruise if it is scheduled to exceed 68 days duration.
  - 5) If the Training Cruise is scheduled to exceed 68 days duration a faculty member may be required to participate in up to one-half of the scheduled Training Cruise.
  - 6) Faculty may not be required to participate in more than 68 days of Training Cruise in any one calendar year.
  - e. Faculty members required to participate in a Training Cruise may swap with another qualified faculty member. Faculty members who swap out of a required Training Cruise will continue to be eligible for required Training Cruise participation in accordance with the provisions of section (4.d) above. Faculty members swapping into a cruise position may count the number of days they participate towards the cumulative total requirements defined in section (4.d.ii) above.
  - f. The Academy may not unreasonably deny a Faculty member's reasonable and timely request to be excused from required cruise participation.
  - g. Training Cruise begins and ends in Castine, Maine. Faculty members who's assignment on a Training Cruise that begins or ends in a port other than Castine, Maine are entitled to reasonable transportation compensation.
  - h. Two (2) faculty members may elect to split a Training Cruise assignment at the port of call closest to that assignment's halfway point. In these instances the cost of transportation shall be borne by those two faculty members.
5. Cruise Duties
- a. Duties while on board the TSSOM may include classroom instruction, laboratory instruction, watch standing, watch instruction, participation in safety drills, safety instruction and lifeboat instruction in accordance with the following guidelines.
    - 1) Senior and Assistant Training Officers may not be required to stand watch.
    - 2) When standing watch it is understood that it is a faculty member's primary obligation to ensure the safe operation of the TSSOM or S/V Bowdoin. Instruction and mentoring of students is secondary to the safe operation of the vessel.
  - b. Faculty typically will be expected to be "on duty" for a total of eight (8) hours in a twenty-four (24) hour period when the vessel is at sea. "On Duty" refers to training students or standing watch, as appropriate for the position they have been hired to fill. Training of students includes classroom and laboratory time, class and lab preparation time, assessment and grading of students, and the recording of grades and STCW competencies.
6. Cruise compensation

From July 1, 2021 through August 30, 2022, compensation for faculty who are participating in Training Cruise as a Senior Training Officer, Assistant Training Officer or Watch Officer shall be as follows:

Category A & B faculty		
Senior Training Officer		150% of 1/30 <sup>th</sup> of monthly base academic appointment salary per day served on training cruise
Assistant Training Officer & Watch Officer		130% of 1/30 <sup>th</sup> of monthly base academic appointment salary per day served on training cruise
Category C faculty		
Senior Training Officer		125% of 1/30 <sup>th</sup> of monthly base academic appointment salary per day served on cruise



Assistant Training Officer or Watch Officer		115% of 1/30 <sup>th</sup> of monthly base academic appointment salary per day served on cruise
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- a. Effective September 1, 2022, compensation for faculty who are participating in Training Cruise as a Senior Training Officer, Assistant Training Officer or Watch Officer shall be as follows:

Senior Training Officer		150% of 1/30 <sup>th</sup> of monthly base academic appointment salary per day served on training cruise
Assistant Training Officer & Watch Officer		130% of 1/30 <sup>th</sup> of monthly base academic appointment salary per day served on training cruise

#### 7. Training Cruise Planning Committee

The parties acknowledge that Training Cruise is an essential component of the educational programs of the Academy. Further, the parties acknowledge that certain long-term and short-term issues, including difficulty recruiting and retaining qualified faculty over multiple years and the scheduling irregularities caused by COVID-19, have resulted in confusion regarding the contractual staffing processes. And finally, the arrival of the new Training Vessel in 2024 may open up new opportunities that are not adequately anticipated by the present contractual language.

In order to give necessary care and consideration into developing Training Cruise scheduling and staffing procedures for the present and the future, the parties hereby agree to form a Training Cruise Planning Committee consisting of the following persons:

1. The Provost
2. The Dean of Faculty
3. The Commandant
4. The Director of Career Services
5. The President of the Faculty Chapter or their designee
6. Two (2) representatives of the Department of Marine Transportation, as selected by the Chair of that Department
7. Two (2) Representatives of the Department of Marine Engineering, as selected by the Chair of that Department
8. The Master of the TSSOM
9. The Master of the Bowdoin
10. The Chief Engineer of the TSSOM
11. The Marine Operations Waterfront Manager
12. One (1) management member from the Human Resources Department selected by management.
13. Two (2) "at large" members designated by the President of Maine Maritime Academy.

The Training Cruise Planning Committee shall meet monthly and shall be charged with reviewing the existing processes and procedures regarding training cruise, including but not limited to scheduling, staffing, and hiring, as well as potential new developments for Training Cruise in the coming years. The Training Cruise Planning Committee shall make best efforts to propose revisions to the existing processes no later than May 1, 2023.

ARTICLE 12  
COMPENSATION

A. PAYROLL DATES.

Unit members shall be paid on the first and the fifteenth of each month. Should either date fall on a Saturday, Sunday or Holiday, the Academy will authorize payment so that unit members may be paid on the preceding business day.

B. PAY MATRIX INCREASES

Upon ratification and execution:

1. Effective with the first pay period beginning after August 31, 2021, the Academy pay matrix applicable to Faculty Unit members will be increased by the following amounts:
  - Instructor pay shall be increased by four percent (4%).
  - Assistant Professor pay shall be increased by three percent (3%).
  - Associate Professor pay shall be increased by two percent (2%).
  - Full Professor pay shall be increased by one percent (1%).
2. Effective with the first pay period beginning after August 31 2022, the Academy pay matrix applicable to Faculty Unit members will be increased by two and one half percent (2.5%).

The pay matrix is attached as Appendix D to this Agreement, and accurately states the pay rates effective pursuant to this Agreement.

C. MERIT STEPS

Unit members who have been “retained with merit” shall advance one-step up the pay scale on their anniversary date every other year.

D. PROMOTIONS

Upon promotion in academic rank, a unit member shall, at minimum, be placed at the lowest step in the new rank’s pay matrix which is greater than or equal to the equivalent of a two (2) step increase on the matrix of the unit member’s pre-promotion rank.

E. CO-OP COORDINATOR STIPENDS

1. PET/IBL/ SVO/MM/OS

As of January 1, 2019 - \$\$263 per student cooperative experience  
As of January 1, 2020- \$271 per student cooperative experience  
As of January 2, 2021- \$279 per student cooperative experience

2. CADET SHIPPING

As of January 1, 2019 - \$165 per student cooperative experience  
As of January 1, 2020- \$170per student cooperative experience  
As of January 1, 2021- \$175 per student cooperative experience  
As of January 1, 2022- \$190 per student cooperative experience  
As of January 1, 2023- \$205 per student cooperative experience

F. LICENSES

The Academy shall reimburse the cost of filing/application fees for the upgrade and renewal of licenses and required credentials for faculty. The Academy will reimburse faculty license and credential filing/application fees, for the purpose of upgrading, renewing and/or maintaining the required licenses, STCW, MMD, TWIC and required credentials. Other professional licenses, such as CPA licenses where required by the Academy, shall also be eligible for reimbursement on this basis for the purpose of upgrading and/or maintaining their licenses.

## G. RESEARCH COMPENSATION

Upon receipt of an external grant and in accordance with the grant agreement and available funding, a unit member shall be paid a monthly or hourly salary from direct costs as defined in the grant. The total research salary for a unit member cannot exceed 6 months' salary in any calendar year.

## H. RESEARCH INCENTIVE PAY

Unit members serving on research teams for multiple grants shall receive incentive pay in addition to their direct monthly salary. The incentive pay will be calculated at 10% of the IDC revenue from the project and distributed among the eligible unit members. Within three months of the final ratification of this agreement, the Research Committee, in consultation with the Provost, shall develop a policy regarding the equitable distribution of incentive pay.

## ARTICLE 13 PROGRAM OF PROFESSIONAL DEVELOPMENT

The parties agree to undertake a program of professional development for members of the Bargaining Unit including both full-time and continuing part-time personnel. Participation in any such program by any member of the Bargaining Unit shall be undertaken only on a voluntary basis.

### A. PURPOSE

The purpose of the Program of Professional Development shall comprise the following several aims and goals:

- To improve teaching and to relate to a changing curriculum that is itself responsive to the larger needs of society.
- To develop new teaching skills and an appropriate facility in the use of media, teaching aids and other supportive techniques where those are appropriate;
- To increase the faculty member's command of the body of knowledge that constitutes his/her own discipline;
- Where appropriate, to enable a faculty member to develop a command over a body of knowledge in a related discipline.
- To facilitate new research projects for faculty.

### B. INDIVIDUAL PROGRAMS OF PROFESSIONAL DEVELOPMENT

There shall be a Committee on Professional Development and Retraining, which shall be established through the Faculty Governance procedure.

1. The Committee shall meet and secure the concurrence of the Academic Dean regarding criteria for the awarding of Professional Development Programs, and shall utilize the guidelines for such Professional Development Programs as outlined in this Article.
  - a. Application:
    - 1) A unit member seeking Professional Development funding shall submit an application to his/her department chair. Deadlines for submittal of applications for faculty development funding shall be set annually by the Professional Development Committee and approved by the Academic Dean. In unusual circumstances the deadline may be waived.
    - 2) The department chair shall then approve or disapprove the application and forward it to the Professional Development Committee.
    - 3) The Committee shall meet to review the applications so submitted and shall select for funding those requests which are most meritorious based on the criteria set forth above.
    - 4) After final approval of the Academic Dean, the Chair of the Professional Development Committee will notify each applicant and their department chair of the decision to support or not support the request no later than two (2) weeks after the most recent application deadline. This notification will also include the amount of funding available for the proposal.

- b. Reporting.  
Each faculty member who receives funding must submit, within sixty (60) days after resuming duties at MMA, a written report to the department chair and the Academic Dean. This report contains the details of the professional activities which were supported through faculty development funds.
- c. Funding.  
In each academic year there shall be established at the College a fund which shall be available for the implementation of programs of professional development undertaken pursuant to the provisions of this Article. The amounts to be appropriated for this purpose during the life of this Agreement shall be established annually by the Administration on the basis of the Dean's recommendation and available Academy resources.

## ARTICLE 14 SABBATICAL LEAVE

The Parties agree that sabbatical leave is an integral part of professional growth for faculty and the college community. The Board of Trustees through the President or his/her designee agree to grant sabbatical leave according to the provisions of this Article.

The provisions of this Article shall apply to faculty members with a minimum of six (6) years of service to the Academy.

### A. TERMS OF SABBATICAL LEAVE

Sabbatical leave shall be for purposes of study and research, or travel which will enhance the knowledge and/or enrich the experience of the applicant and shall be granted under the following terms and conditions:

1. The Academy shall budget for each academic year, at a minimum, funds equal to one (1), one half (1/2) year sabbatical at full pay, and two (2) full year sabbaticals at half (1/2) pay; or, two (2) half year sabbaticals at full pay. All benefits currently in effect at the time of the sabbatical leave shall be granted to the faculty member for the length of the sabbatical at no cost to the faculty member.
2. Faculty members granted sabbatical leave shall, before the beginning of said leave, enter into a written agreement with the Board of Trustees that upon termination of leave the faculty member shall return to the Academy for one (1) year of employment. If the faculty member does not return for one (1) year, the faculty member will return the sabbatical salary, and cost of benefits in full to the Academy within twelve (12) months of the termination of the sabbatical leave.
3. Upon completion of sabbatical leave the faculty member shall submit in writing to the Academic Dean a summary of the work undertaken during sabbatical leave.

### B. APPLICATION AND APPROVAL

1. No later than October 15 of each academic year prior to the date of the requested leave the faculty member shall submit to his/her department chair a written proposal outlining the duration and purpose for which the sabbatical leave is sought. In unusual circumstances the deadline may be waived.
2. The department chair shall forward to the Professional Development Committee and the applicant a written statement of approval or disapproval of the leave no later than ten (10) days following the application. In either case the department chair shall state the reasons for his/her decision.
3. The Professional Development Committee shall forward to the Dean, who will review and recommend to the President a written statement of approval or disapproval of the sabbatical leave no later than three (3) months following the deadline for applications. The department chair and the applicant shall be notified of the final decision in writing with reasons for the decision.
4. The Academy shall budget for each academic year, at a minimum, funds equal to two (2), one half (1/2) year sabbatical at full pay, and two (2) full year sabbaticals at half (1/2) pay; or, three (3) half year sabbaticals at full pay.
5. If the division or a department is able to provide coverage of courses associated with a sabbatical without added cost to the Academy, additional sabbaticals may be awarded.

ARTICLE 15  
PERSONNEL FILE

A. CONTENTS

The Administration shall maintain a Personnel File for each member of the Bargaining Unit which shall be kept in a secure place in the custody of the Director of Human Resources. Such file shall contain a continuous record of the Bargaining Unit member's status as an employee of the Academy. The Personnel File shall contain the following:

1. Copies of official personnel correspondence and personnel actions concerning the member of the Bargaining Unit.
2. An updated individual comprehensive personnel résumé.
3. No other material except as is hereinafter provided shall be included in the file.

B. RESPONSIBILITY OF MAINTAINING THE PERSONNEL FILE

1. The custodian of the personnel files shall ensure that all materials placed in the personnel file of a unit member shall be dated when received, and numbered sequentially.
2. The administrative official concerned shall be responsible for filing copies of official personnel correspondence at the time they are sent to the member of the Bargaining Unit.
3. It shall be the responsibility of the unit member to annually update the personnel file with information regarding teaching, research, publications, and Academy and community services.
4. Records of discipline shall be retained until the next evaluation for retention.

C. RIGHT TO EXAMINE/INSPECT PERSONNEL FILE(S)

1. Unit members shall have the right to examine their file in the presence of the file's custodian, that individual's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept.
2. Under no circumstances shall the personnel file be removed from its place of safekeeping by the member of the Bargaining Unit.
3. The member of the Bargaining Unit shall have the right to place in his/her personnel file a written statement made in response to materials contained therein, or which may have an effect on his/her employment status.
4. Upon written request of the individual member of the Bargaining Unit, the Administration shall reproduce at the Academy rate per page and without undue delay one (1) copy of any material included in that member's personnel file.
5. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal.
6. The personnel file shall be available for inspection by authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.
7. The MSEA and/or its duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. The MSEA and the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.
8. Unless required by law, no other person or agency shall be given access to a personnel file without the express written permission of the concerned member of the Bargaining Unit.

D. REMOVAL OF OUTDATED EVALUATIONS

1. Evaluation materials of unit members shall be retained in the Dean's office for a period of six (6) years.
2. All evaluation materials kept by the Dean's office may be examined only in compliance with either of the following conditions:
  - a. Upon written notice by the President to the member of the Bargaining Unit, which notice shall contain a statement of the reason(s) for such examination; or
  - b. Upon written notice by the member of the Bargaining Unit to the President, which notice shall contain a statement of the reason(s) for such examination.

ARTICLE 16  
DISCIPLINE AND TERMINATION

A. LAW & POLICY

The Parties recognize that Maine Maritime Academy is committed by law and policy to maintain a legal and drug free workplace, proper personal conduct, fitness and professional teaching performance. Clear violations will be subject to discipline which shall be limited to oral reprimand, written reprimand and suspension with or without pay or termination. No discipline shall be imposed without just cause.

B. CAUSE

Except as provided in Article 8 Evaluations, Retention and Promotion or Article 9 Retrenchment, cause for termination shall be incompetence, gross negligence, moral turpitude or criminal activity on the job.

C. APPEAL

The level of discipline imposed by the Academy for on-duty sexual harassment or the on-duty abuse or sale of intoxicants or mind altering or otherwise illegal drugs can be appealed only to the President and to the courts.

D. SUBSTANCE ABUSE

The Parties recognize that substance addictions are treatable illnesses and agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a program of rehabilitation.

1. Faculty members who are required by law to participate in drug testing and who test positive shall not be laid off, suspended without pay, disciplined or terminated during the interim period between the urinalysis and the medical review process.
2. Should a faculty member test positive for substance abuse as in U. S. Coast Guard regulations, said faculty member shall be afforded the following options:
  - a. Termination of employment
  - b. Enrollment in a Maine Department of Human Services certified substance abuse rehabilitation program.
    - 1) If a faculty member chooses option b. above, he/she shall be placed on unpaid and released from duties during the rehabilitation program.
    - 2) After completion of the rehabilitation program the faculty member must be certified drug free by the certified rehabilitation program. Prior to return to work, this certification must be presented to a committee made up of the following: the Vice President for Academic Affairs, the faculty member's department chair, the Director of Human Resources, a faculty member appointed by the Vice President for Academic Affairs, and the Medical Review Officer.
    - 3) This committee shall review the applicable documents and certificates and determine if the faculty member has successfully completed the program and is substance free. If the faculty member requires a license to carry out their responsibilities, any consideration of reassignment to other duties shall be at the discretion of the President.

ARTICLE 17  
UNION MEMBERSHIP

I. ELECTION OF MEMBERSHIP

- A. Unit members may elect membership in the Association by signing a written membership card and dues authorization form. Any unit member who fails to affirmatively make such an election is deemed to have elected non-membership.
- B. The Academy agrees to deduct in monthly installments the regular annual dues of the Association beginning with the month in which the Academy receives the employee's written membership card and authorization form. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The Academy shall remit in monthly the aggregate deductions, together with an itemized statement containing the names of the unit members for whom the deductions have been made and the amount so deducted from each one.

The aforesaid remittance shall be made in electronic format by the 15th day of the month following the month in which such deductions have been made.

- C. The Academy shall not be responsible for making any deduction for dues if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event it will be the responsibility of the Association to collect the dues for that pay period directly from the unit member.
- D. The Academy's responsibility for deducting the above dues from a unit member's salary shall terminate automatically upon either: 1) cessation of the unit member's employment; 2) the transfer or promotion of the unit member out of the Bargaining Unit; or 3) an employee's revocation of his or her dues deduction authorization, consistent with Section I.G.4 below.
- E. Employee's may voluntarily become members of the Association and utilize payroll deductions for payment of dues at any time, including during the six (6) month initial period of employment. An employee's choice to become a member of the Association and utilize payroll deductions for payment of dues in the first six (6) months of employment does not create membership in the bargaining unit as defined in Article 1.
- F. The Academy shall inform all unit members in writing of their right to make an election as specified in paragraph A above. Such notice shall be given to individuals in writing within five (5) days of hire.
- G. CHANGE OF STATUS: the right to join the Association shall be determined by the Association's own Constitution and Bylaws. Otherwise, unit members may change their status with regard to membership in the Association as follows:
  - 1. Unit members may change their status from non-member to Association member, or from Association member to non-member, at any time.
  - 2. Unit members may also start or eliminate their payroll deduction for Association dues at any time.
  - 3. Association members - who wish to eliminate payroll deduction, must tender their dues or directly to the Association.
  - 4. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (1) through (3) above, the unit member must provide written notice to both the Association and the Academy's payroll officer. It may take up to four weeks for any such change to take effect.

## II. GENERAL PROVISIONS

### A. PAYMENTS AND DEDUCTIONS

It shall be the sole responsibility of the Association to collect its dues.

### B. INDEMNIFICATION

The Association agrees that it shall indemnify, defend, reimburse, and hold harmless the Academy and its Trustees, officers, agents, employees, students and/or representatives (hereinafter collectively referred to as "Academy Releases") against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the Academy Releases, in complying with or carrying out the provisions of this Article. The Association will intervene in and defend any arbitration, administrative or court litigation concerning the propriety of any act taken or not taken by Academy Releases under this Article. In such litigation the Academy Releases shall have no obligation to defend their acts taken or not taken. This provision shall not apply to intentional or reckless violations of law by Academy Releases.

### C. SEVERABILITY

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

ARTICLE 18  
USE OF PERSONAL VEHICLE

Unit members who are authorized by the Academy to use their personal vehicles for assigned non-campus Academy business in accordance with Academy travel policy shall be reimbursed for such use at the rate established by the I.R.S. from time to time.

ARTICLE 19  
MAINTENANCE OF BENEFITS

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

ARTICLE 20  
BARGAINING UNIT WORK

From the signing of this Agreement until its expiration, or the implementation of a successor Agreement, whichever is later, the Academy reserves the right to hire independent contractors to meet its needs. However, current unit members shall not be displaced nor suffer a reduction in compensation as a result of such contracts. The Academy will inform the Union of any plans in this regard. Any services which are currently contracted shall not be affected by this Agreement.

ARTICLE 21  
NO STRIKE OR LOCKOUT

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

B.  
The Association will use its best efforts to end any unauthorized job actions engaged in by its members. Either party may seek immediate redress for violations of this Article before the appropriate judicial or administrative bodies without regard to the Grievance procedure.

ARTICLE 22  
LABOR-MANAGEMENT COMMITTEE ON DIVERSITY AND RESPECT

In support of the parties' commitment to prevent harassment and discrimination in the workplace, including discrimination based on race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin, the parties shall establish a Joint Labor-Management Committee on Diversity and Respect (the "Committee").

The Committee shall meet no fewer than three (3) times per Academic Year and consist of two bargaining unit members appointed by the Chapter President and management representatives to be appointed by the President of the Academy. The SSP and/or Supervisory bargaining units may also have two representatives each on the Committee, provided that they adopt similar language in their respective collective bargaining agreements.

The purpose of the Committee shall be to address issues related to discrimination and harassment on campus, to provide a forum for the Academy and its employees to engage in an ongoing self-assessment of issues on campus and to work collaboratively to foster a more inclusive environment. The Committee shall not be a substitute for the Academy's responsibility to enforce the Academy's Equal Opportunity, Harassment, Sexual Harassment, Reporting, Investigation and Remedy policies and its obligation to follow the state and federal laws regarding discrimination in the workplace and in education.



Additionally, the Committee shall be charged with reviewing any harassment and discrimination training, including the participant evaluations of course content, training materials, and trainers, with the goal of improving upon such trainings and providing feedback to management for improvement. The Committee shall not manage the harassment and discrimination trainings provided by the Academy, which remains the responsibility of the Academy pursuant to its obligations under Academy policies and state and federal law.

#### ARTICLE 23 SEPARABILITY

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

#### ARTICLE 24 COPIES OF AGREEMENT

The Academy agrees to pay the total cost of printing one hundred fifty (150) contract booklets. The Association will make arrangements for the contract booklets to be printed and delivered.

#### ARTICLE 25 DURATION

A.  
The provisions of this Agreement shall be effective as of the date of its execution unless otherwise specified herein and shall continue in full force and effect until and including June 30, 2023.

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

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


D.  
This Agreement constitutes the entire Agreement between the Parties.

In witness whereof, the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of September, 2022 as indicated below.

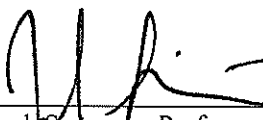
MAINE MARITIME ACADEMY

MAINE SERVICE EMPLOYEES ASSN.

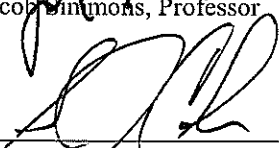
\_\_\_\_\_  
Jerry Paul, President

  
\_\_\_\_\_  
Tom Feeley, General Counsel

\_\_\_\_\_  
Keith Williamson, Vice President Academic Affairs/Provost

  
\_\_\_\_\_  
Jacob Simmons, Professor

\_\_\_\_\_  
Richard Rosen, Vice President Finance and Administration

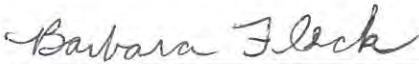
  
\_\_\_\_\_  
Stephen Cole, Associate Professor


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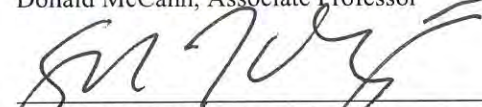
John Cashman, Commandant of Midshipmen

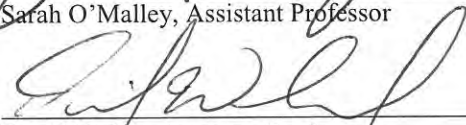
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Heidi Pugliese, Director of Human Resources/Title IX Coordinator

  
Barbara Fleck, Professor

  
Donald McCann, Associate Professor

  
Sarah O'Malley, Assistant Professor

  
David Sorich, Associate Professor

APPENDIX A

Maine Maritime Academy/MSEA  
Grievance Form—Step 2

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Unit Grievance Representative: \_\_\_\_\_

Department: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Provisions of Agreement Violated:

Article(s) \_\_\_\_\_ Section(s) \_\_\_\_\_

Article(s) \_\_\_\_\_ Section(s) \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Redress sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ MSEA

\_\_\_\_\_ Myself

\_\_\_\_\_  
MSEA grievance representative's signature  
(If MSEA is representing the grievant, an  
MSEA grievance representative must sign here)

\_\_\_\_\_  
Grievant's Signature

The grievance was filed with the office of \_\_\_\_\_

on \_\_\_\_\_ by (check one) mail \_\_\_\_\_ personal delivery \_\_\_\_\_

For Management Representative Use:

Date Received \_\_\_\_\_ by \_\_\_\_\_

Grievance# \_\_\_\_\_ Disposition \_\_\_\_\_

APPENDIX B  
Maine Maritime Academy/MSEA  
Grievance Decision Review Form

Date: \_\_\_\_\_

To: \_\_\_\_\_

I hereby request that a Step \_\_\_\_\_ review of the attached decision be made in connection with the attached Grievance because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I received the decision on \_\_\_\_\_ and filed this request for review

at \_\_\_\_\_ Step with the office of \_\_\_\_\_ on \_\_\_\_\_

by (check one) mail \_\_\_\_\_ or personal delivery \_\_\_\_\_

MSEA grievance representative's signature:

(If MSEA is representing the grievant an MSEA representative must sign)

Name of Grievant(s): \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

For Management Representative Use

Date Received \_\_\_\_\_ By: \_\_\_\_\_

Grievance# \_\_\_\_\_ Disposition \_\_\_\_\_

APPENDIX C

	Salary	Benefits at 38%	Total Cost	Units Taught	Cost per teaching unit
<b>Example of cost for a full time senior faculty member (2013-14 academic year)</b>					
<b>Full Professor K Level</b>	93,732.00	35,618.16	129,350.16	24	5,389.59
<b>Example of Cost - 1/2 time for current faculty with a full time replacement (2013-14 academic year)</b>					
<b>Full Professor at 1/2 time</b>	46,866.00	17,809.08	64,675.08	12	5,389.59
<b>Hire FT Assistant Professor @ C Level</b>	49,531.00	18,821.78	68,352.78	24	2,848.03
<b>Total Cost to Academy</b>	96,397.00	36,630.86	133,027.86	36	3,695.22
In this example, the cost per unit of teaching declines from \$5,389.59 to \$3,695.22 a decrease of 31% and would comply with the requirement that the action would be approximately revenue neutral.					

## APPENDIX D

Unit members who have been “retained with merit” shall advance one-step up the pay scale on their anniversary date every other year.

LAST CONTRACT	Full Professor - 1%	2.50%
	Associate Professor - 2%	
	Assistant Professor - 3%	
	Instructor - 4%	

Increase step "A" by cola, then every subsequent step is increased by 3%, rounded

	9/1/2020- 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022- 8/31/2023
<b>Full Professor</b>			
M	112,393	113,513	116,349
L	109,119	110,207	112,960
K	105,941	106,997	109,670
J	102,855	103,881	106,476
I	99,859	100,855	103,375
H	96,950	97,917	100,364
G	94,126	95,065	97,441
F	91,384	92,296	94,603
E	88,722	89,608	91,848
D	86,138	86,998	89,173
C	83,629	84,464	86,576
B	81,193	82,004	84,054
A	78,828	79,616	81,606

		9/1/2020- 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022- 8/31/2023
<b>Associate Professor</b>	L	88,878	90,655	92,922
	K	86,289	88,015	90,216
	J	83,776	85,451	87,588
	I	81,336	82,962	85,037
	H	78,967	80,546	82,560
	G	76,667	78,200	80,155
	F	74,434	75,922	77,820
	E	72,266	73,711	75,553
	D	70,161	71,564	73,352
	C	68,117	69,480	71,216
	B	66,133	67,456	69,142
	A	64,207	65,491	67,128
<b>Assistant Professor</b>	L	73,136	75,330	77,211
	K	71,006	73,136	74,962
	J	68,938	71,006	72,779
	I	66,930	68,938	70,659
	H	64,981	66,930	68,601
	G	63,088	64,981	66,603
	F	61,250	63,088	64,663
	E	59,466	61,250	62,780
	D	57,734	59,466	60,951
	C	56,052	57,734	59,176
	B	54,419	56,052	57,452
	A	52,834	54,419	55,779

<b>Instructor</b>		<b>9/1/2020- 8/31/2021</b>	<b>9/1/2021 - 8/31/2022</b>	<b>9/1/2022- 8/31/2023</b>
	L	58,419	60,755	62,276
	K	56,717	58,985	60,462
	J	55,065	57,267	58,701
	I	53,461	55,599	56,991
	H	51,904	53,980	55,331
	G	50,392	52,408	53,719
	F	48,924	50,882	52,154
	E	47,499	49,400	50,635
	D	46,116	47,961	49,160
	C	44,773	46,564	47,728
	B	43,469	45,208	46,338
	A	42,203	43,891	44,988