

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

**AND**

**THE MAINE COMMUNITY COLLEGES SYSTEM**

**ADJUNCT FACULTY**  
**BARGAINING UNIT**  
**TO JUNE 30, 2015**

- **Contract is effective on ratification except as provided in  
Article 31**

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## **PREAMBLE**

Whereas, the Board of Trustees of the Maine Community College System (hereinafter referred to as "MCCS") and the Maine State Employees Association-SEIU Local 1989 (hereinafter referred to as "MSEA") desire to establish a constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of the employer; to promote effective service and quality of work life towards the accomplishment of the missions of the MCCS; and to establish an equitable and peaceful procedure for the resolution of differences.

The Trustees and MSEA join in promoting a safe, healthy environment for students, adjuncts and general public.

It shall be the goal of both parties to maintain an atmosphere where students receive the highest quality education and to create an environment where adjunct faculty are treated with respect and afforded the necessary tools and support to thrive as professional educators. It shall be the mission of both the union and MCCS to provide all Maine's citizens access to a better future through the opportunity of higher education.

## **ARTICLE I: UNION RECOGNITION**

Pursuant to the Maine Labor Relations Board certifications dated May 3, 2010 the Trustees recognize the Maine State Employees Association of Service Employees International Union, Local 1989 (MSEA-SEIU) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for the Adjunct Faculty Bargaining Unit (Adjuncts).

In the event of a dispute between the Parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either Party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.

## **ARTICLE 2: ACCESS TO ADJUNCTS**

MSEA shall have access to adjuncts covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article.

MCCS will make good faith effort to secure location in each college where adjuncts may meet and discuss union matters during lunch and breaks or during non-course contact hours as well as a space to maintain confidential records.

MSEA's representatives will be granted reasonable access to adjuncts during adjuncts' non-course contact hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement provided that the representative notifies the appropriate President or

designee in advance. Such access will not disrupt MCCC operations or violate MCCC security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA representative.

Any MSEA representative may have on-campus access to adjuncts for the purpose of explaining MSEA programs and benefits during adjuncts' non-teaching working time, e.g., breaks and lunch periods, provided such access does not interfere with MCCC operations.

Electronic mail capabilities as available to unit members in the course of their work may be used for the purpose of reasonable communication on union matters. In no instance may such union email contain material that is either profane or obscene.

### **ARTICLE 3: COMPENSATION**

For compensation payments made under this Article, base pay will consist of compensation received by a member of the bargaining unit for teaching at any college during the Fall semester of 2013, according to the compensation formula in effect for adjunct teaching at that college during the applicable time period. If a college paid an individual during that semester at a rate above the applicable compensation formula in effect at that college, the higher rate will be the base pay for that individual. For the purposes of this Article, "teaching" includes any component that has been compensated as adjunct teaching under the practices in effect at an applicable college.

For the purposes of this Article and as further described above, unit members will be compensated as follows:

2% added to base pay, as defined above, with a retroactive payment on salary for teaching paid to bargaining unit members who taught one course or more in academic year 2012-13 and who also taught during the fall semester 2013.

3% added to base pay, as adjusted above, effective at the beginning of fall semester 2013.

3% to the adjusted base effective July 1, 2014.

To reflect continuity of service and experience, \$50.00 one-time payment on July 1, 2014 to bargaining unit members for each course taught during the 2013/14 academic year (fall and spring semesters) to maximum of \$250.00.

### **ARTICLE 4: COMPLAINTS AND INVESTIGATIONS**

1. This Article applies to complaints or allegations made externally, including but not limited to complaints from students or other persons and not from normal supervisory activities.

2. The System President or his/her designee shall be responsible for insuring that all allegations of misconduct or other complaints against an adjunct on which any action is to be taken or a record is to

be made shall be adequately investigated. The investigator shall be allowed to interview the complainant prior to notifying the adjunct.

3. If after preliminary evaluation of the complaint MCCS determines that there is no basis for further investigation, the adjunct shall be informed in writing that a complaint was made against him/ her but was found not to warrant further investigation.

4. An adjunct whose conduct is the subject of an external complaint will be notified if MCCS determines after preliminary evaluation that further investigation will be conducted. When the adjunct under investigation is to be interviewed concerning alleged conduct that could result in removal or other discipline, the adjunct and his/her representative shall be notified in writing at least forty-eight (48) hours prior to the interview. In the event of exigent circumstances, the adjunct will be provided such reasonable notice as the circumstances permit. The notice shall state that an official investigation is being conducted and shall state the subject matter of the interview.

5. Prior to being interviewed the adjunct will be afforded a reasonable opportunity and facilities to contact and consult privately with his/her union representative or union attorney. Such representative or attorney may be present at the interview.

6. Any interview of an adjunct shall be conducted at a reasonable time and, when practicable, when the adjunct is scheduled to work. The interview shall take place at a suitable location and, when practicable, on the MCCS's premises. Confidentiality of the interview shall be maintained. The interview shall be limited to questions which are directly, narrowly, and specifically related to the adjunct's job performance as it relates to the allegations or complaints. The adjunct shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment.

7. If an adjunct is to be interviewed as a witness only, the adjunct and his/her representative shall be so informed at least forty-eight (48) hours prior to the interview. If during the course of the interview it becomes apparent that the adjunct may be subject to discipline as a result of conduct which is the subject of the interview, the interview shall be terminated and the adjunct afforded the procedures in this Article.

8. No adjunct shall be required or requested to submit to any test or examination in connection with an external complaint. A test or examination may be given if requested by the adjunct.

9. The adjunct shall be informed in writing promptly, but no later than five (5) work days after the investigation is completed, of any determination(s) made as a result of the investigation.

10. If the result of the investigation is that the allegation or complaint is unsubstantiated, no records pertaining to these allegations shall be put into the adjunct's personnel file.

11. Nothing in this Article shall be construed to affect the right of the Trustees to immediately suspend or dismiss an adjunct when necessary for MCCS operations, security, legal or fiduciary obligations or the welfare of students or other employees.

## **ARTICLE 5: CONCLUSIONS OF NEGOTIATIONS**

This Agreement represents the full and final agreement between the parties on all subjects that are covered by the Agreement and all subjects that were raised or could have been raised in negotiations resulting in this Agreement. Neither party will seek to compel negotiation on any subject that is covered by this Agreement during the term of this Agreement.

## **ARTICLE 6: CONTRACT ADMINISTRATION**

The Parties acknowledge that problems of general administration (as opposed to individual adjunct grievances) may arise during the administration of this Agreement, which may require MCCS and MSEA to meet from time-to-time for the purpose of reviewing the general administration of the Agreement. The Parties agree to so meet within a reasonable time at the request of either party. Unless a problem is of an emergency nature, the party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

## **ARTICLE 7: COPIES OF AGREEMENT**

An electronic version of the final agreement shall be provided to MSEA/SEIU Local 1989, no later than 30 days subsequent to MCCS ratification. All bargaining unit members shall be provided by the MCCS, a copy of the Agreement within 60 days of MCCS ratification. The Parties shall jointly arrange for printing copies of the Agreement. Each Party shall pay for the copies it requires for distribution.

## **ARTICLE 8: DATA AND EMPLOYEE INFORMATION**

So long as not prohibited by law and to the extent practicable, MSEA will be provided by October 15 (for fall semester), February 15 (spring semester) and June 15 (summer semester) a list of adjuncts employed for the respective semesters. The list shall contain, to the extent practicable, the name, home address, college mailing address, phone number(s) and initial date of hire for each adjunct listed. MSEA shall indemnify, defend and hold the Trustees harmless against all claims and suits which may arise as a result of the MCCS furnishing such list to MSEA.

## **ARTICLE 9: DISCIPLINE**

1. Service Level. This Article applies to any adjunct faculty who has taught in one college for a period of at least three academic years (fall and spring and/or summer semesters) and has also taught at least fifteen credit hours in one college.
2. Notice and Cause. An adjunct who has obtained the service level in Paragraph 1 and who has commenced performing a teaching assignment may be suspended without pay or removed from that teaching assignment only for cause. The adjunct must be given notice in writing, except as otherwise

specifically provided herein, of the conduct for which the suspension or removal action is being taken. An adjunct receiving a notice of proposed suspension or removal for disciplinary reasons will be afforded an opportunity to meet with the president of the college in which the conduct occurred or his/her designee to respond to the proposed action prior to the effective date of the action. The adjunct may be accompanied by a union representative.

3. Administrative Leave. If necessary the adjunct may be placed on administrative leave for some or all of the period between receipt of notice and final action.

4. Removal without Notice. An adjunct who meets the service level may be suspended without pay or removed from teaching prior to notice of proposed discipline in instances where the college president or designee determines that the adjunct's continued employment in the classroom or presence on the college campus poses a potential threat to persons or property or would interfere with MCCC operations, security, legal or fiduciary obligations or the welfare of students or other employees.

5. Effect on other Assignments. If an adjunct who meets the service level is suspended or removed from a teaching assignment at one college for just cause and is teaching at more than one college at the time, the president of another college where the adjunct is teaching may reasonably determine whether the suspension or removal affects the adjunct's ability to continue to teach effectively at that college. The president of the other college may remove the adjunct from teaching if there is a demonstrable connection between the circumstances of the suspension or removal for just cause and the adjunct's ability to continue to teach effectively at the other college.

6. Grievance Step. An adjunct entitled to notice and cause under Paragraph 2 who is suspended without pay or removed from performing a teaching assignment for disciplinary reasons may initiate an appeal of such disciplinary suspension or removal at the System President step of the Grievance and Arbitration Procedure within fifteen (15) workdays after the adjunct becomes aware of such disciplinary action.

7. Non-Cause Removal. An adjunct who has not reached the service level described in Paragraph 1 may be suspended without pay or removed from performing a teaching assignment without prior notice or the establishment of just cause, but will be given a written statement of the basis for suspension or removal and may meet with the college president to appeal the suspension or removal action. The adjunct may be accompanied by a union representative. The decision of the college president will be final and not subject to arbitration under this Agreement.

## **ARTICLE 10: DUES DEDUCTION**

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues; member contributions, service fees and premiums for any MSEA-SEIU sponsored programs.

2. The Trustees agree to deduct MSEA-SEIU membership dues, member contributions, service fees and insurance premiums from the pay of those adjuncts who individually request in writing that such deductions be made, except as otherwise provided in the Union Security Article. Adjuncts who have

already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement. The adjunct's written authorization for the payroll deductions shall contain the adjunct's name, Social Security number, MCC in which employed, and work location. Such authorization shall be transmitted by an authorized representative of MSEA-SEIU or the adjunct to the Finance Director through the applicable MCC business office. When such authorization is transmitted directly from the adjunct to the applicable MCC business office, a copy of the authorization shall be sent to MSEA-SEIU.

3. Any change in the amounts to be deducted shall be certified to the Finance Director by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all adjuncts shall be submitted to MSEA-SEIU together with an itemized statement as soon as practicable but no later than ten (10) workdays after such deductions are made.

4. MSEA-SEIU shall indemnify and hold the Trustees harmless against any and all claims, suits, orders or judgments brought or issued against the Trustees as the result of the action taken or not taken by the Trustees under the provision of this Article.

## **ARTICLE 11: EVALUATIONS**

1. Adjuncts may be evaluated to maintain and promote academic standards and to assess qualifications and competency.

2. Evaluations may include input from students, faculty and appropriate administrators. When faculty and department or division chairs conduct evaluations, the evaluations shall be reasonable, in writing and based on job-related standards and criteria as determined by the appropriate administrator(s).

3. Except in the case of student evaluations, written evaluations may include specific suggestions for performance improvement.

4. Upon request of the unit member, the appropriate administrator shall within thirty (30) days meet with the unit member to jointly review the unit member's evaluation.

5. The unit member shall receive a copy of any written evaluation and may submit a written response which shall be placed in the personnel file along with the evaluation.

6. Except in the case of student evaluations, unit members shall be informed when an administrator is present to observe a class session for the purpose of a written performance evaluation.

7. No adverse employment decision shall be based solely upon student evaluations without further investigation or the opportunity to be heard.

8. An adjunct faculty member may request observation of his or her classroom performance by a representative of the academic department in which he or she is teaching.



## **ARTICLE 12: EXPENSE REIMBURSEMENT**

### **Mileage Allowance**

Adjuncts who operate their own personal vehicle on MCCC approved business shall receive a mileage reimbursement equal to the mileage allowance rate paid by MCCC.

### **Additional Expenses**

1. Adjuncts who are required by MCCC to provide materials or pay out of pocket for expenses required for teaching their classes shall be reimbursed in a timely fashion based on submission of appropriate documentation of the expenditure. The Department Chair shall approve any reimbursable expenses in advance. In the event that pre-approval is not possible, reimbursement will be made at the discretion of the department chair.
2. Any expenses that an adjunct is required by MCCC to incur solely for the purpose of teaching an assigned course will be reimbursed in a timely fashion based on submission of appropriate documentation of the expenditure. The adjunct must obtain written prior approval from the Department Chair in order to qualify for reimbursement.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

### **1. Definitions and Scope**

1.1 Adjuncts shall have the right to present grievances in accordance with the procedures prescribed in this Article.

1.2 For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the specific terms or provisions of this Agreement.

### **2. Procedure**

#### **2.1 Step 1**

Within fifteen (15) workdays after the act or omission which gives rise to the grievance or an adjunct becomes aware or should have reasonably have become aware that he/she has a grievance, the adjunct and/or his/her representative will contact the Academic Dean of the applicable college and state that the matter is a grievance. The Academic Dean shall be responsible for taking such steps as are advisable, including consultation with supervisors with authority to resolve the grievance, in an effort to resolve the grievance.

#### **2.2 Step 2**

If the grievance is not resolved within ten (10) workdays of submission at Step 1, within ten (10) workdays thereafter the adjunct and/or his/her representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested to the President of the applicable MCCS college within fifteen (15) workdays of submission.

### 2.3 Step 3

If the grievance is not resolved at Step 2, within ten (10) workdays after receipt of the written decision of the MCCS college President the adjunct and/or his/her representative may appeal to the System President of the MCCS by filing with him/her a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The System President or his/her representative shall meet with the adjunct and/or his/her representative and shall provide the adjunct and/or his/her representative with a written decision within fifteen (15) workdays of receipt of the appeal.

### 2.4 Step 4 Mediation

MSEA and MCCS acknowledge that it is in their best interests to achieve a mediated resolution to any grievance in this unit that is unable to be resolved by the parties directly. Within thirty (30) days after the execution of this Agreement, the parties will mutually agree on the selection of a permanent mediator/arbitrator who is willing to serve and an alternate mediator/arbitrator who is will to serve in the event the permanent mediator/arbitrator is unable or unavailable to serve. When a grievance has not been resolved by the parties at Step 3, the parties will make a joint request to the permanent mediator/arbitrator, within 15 workdays of the grievant receiving the step 3 decision, to resolve the grievance through mediation. Unless otherwise agreed by the parties mediation will be conducted within 30 calendar days of the joint request.

### 2.5 Step 5 Arbitration

2.6 If the grievance- is not resolved through mediation, the mediator/arbitrator shall conduct an arbitration of the dispute under the rules of the American Arbitration Association. The mediator/arbitrator will have the authority to determine the outcome of the grievance and to direct a remedy consistent with the scope and language of this article and Agreement. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.

2.7 All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the Parties, except that each Party shall bear the costs of preparing and presenting its own case.

2.8 The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the Parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a

preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute, consistent with the terms of this agreement and the scope of this Article.

### **3. General Provisions**

3.1 Adjuncts shall not be denied MSEA representation at any stage of the grievance procedure and MSEA shall have the exclusive right to represent adjuncts in any grievance. When an adjunct elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.

3.2 All of the time limits contained in this Article may be extended by mutual agreement of the Parties and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree in writing to bypass steps of the grievance procedure.

3.3 No grievance may be taken to the next or any succeeding step of this procedure unless the adjunct and/or his/her representative meet the time limits or extensions thereof. Failure to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the adjunct and/or MSEA may proceed to the next step.

3.4 Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the System President or his/her designee and MSEA.

3.5 Any grievance involving two (2) or more adjuncts within the bargaining unit within the same college may be processed jointly and shall be initiated with the most immediate common supervisor of the grievants.

3.6 An aggrieved adjunct and/or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials necessary and relevant to the grievance and in the possession of the Trustees, that are not otherwise privileged or confidential.

## **ARTICLE 14: HEALTH AND SAFETY**

The Trustees will take appropriate action to assure compliance with all applicable laws concerning the health and safety of adjuncts in its endeavors to provide and maintain safe working conditions. MSEA agrees to support any programs required to meet the health and safety needs of adjuncts.

## **ARTICLE 15: HEALTH INSURANCE**

MCCS will comply with the requirements and obligations of the Affordable Care Act (ACA) to the extent that such requirements and obligations apply to unit members. If MCCS determines that the ACA applies to unit members and imposes obligations on MCCS, MCCS will notify MSEA of its plan to fulfill its

obligations to unit members at least 45 days in advance of the effective date for compliance. Upon request, MCCS representatives will meet with MSEA representatives to discuss the compliance plan.

No adjunct faculty member's course load shall be reduced for the purpose of avoiding MCCS' obligation to provide health insurance arising under the ACA or other applicable law. This provision does not limit or alter MCCS' right and ability to determine course assignment or course load or otherwise to exercise its management rights for any other purpose except or unless specifically limited by this Agreement.

#### **ARTICLE 16: INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property rights are covered in the MCCS's policy "Creating Patents and Copyrights", section 206, General Administration.

#### **ARTICLE 17: JOINT COMMITTEE TO REVIEW COMPENSATION AND PROFESSIONAL DEVELOPMENT**

During the term of this Agreement the parties will convene a Joint Committee made up of four (4) representatives of the bargaining unit and four (4) representatives of MCCS. The Joint Committee will consider practical strategies for achieving compensation that will support and enhance recruitment and retention of adjunct faculty at each college as well as increase uniformity among the colleges in adjunct compensation. The Joint Committee will also consider the feasibility of access to benefits, including health insurance, retirement and professional development. The Joint Committee will report its non-binding recommendations simultaneously to the President of MCCS and the President of MSEA by March 1, 2015. The Joint Committee is convened for the term of this Agreement and will be discontinued on June 30, 2015 unless the parties mutually agree to continue the Committee.

#### **ARTICLE 18: LEAVES OF ABSENCE**

MCCS agrees to continue existing practices regarding leave of absences, including but not limited to absences relating to bereavement, sickness, jury duty or other personal matters as these practices have been applied to adjunct faculty.

#### **ARTICLE 19: MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this Agreement as further defined herein ("Benefits"), MCCS agrees to make no changes without appropriate prior consultation and negotiation with the Association unless such change is made to comply with law and existing rules and regulations of MCCS including written Policies and Procedures, General Orders, General Operating Procedure or Standard Operating Procedure. For the purposes of this Article, a "Benefit" is a term of employment that is (1) outside a subject covered by another article of this Agreement; (2) longstanding; (3) clearly articulated; (4) consistent; (5) understood and accepted by authorized representatives of both parties; and (6) acted upon with regard to a substantial portion of

the total number of employees in the bargaining unit. In addition and without limitation, a matter involving a right of management is not a Benefit covered by this Article.

## **ARTICLE 20: MANAGEMENT RIGHTS**

The parties agree that all rights and responsibilities of MCCC not specifically provided for in this Agreement are retained for the sole discretion of the MCCC Trustees and their designees and shall include without limitation the following:

1. The right to direct employees; determine qualifications, hiring criteria, standards of work and curriculum; determine the need for and number of employees to be hired; discipline or discharge employees; determine the academic calendar, including schedules of work; determine the number and nature of employees needed for any academic period;
2. The right to determine the means, methods, budgetary and financial considerations, personnel, nature or number of services, location, programs, policies and procedures by or through which any of the operations of MCCC are to be conducted, including the right to adopt, change, organize or re-organize, fund or de-fund programs, departments, services, facilities or any and all other facets of its operations in the discretion of MCCC;
3. The right to govern, control, manage and direct the System and to take actions as necessary to carry out the mission of the System;
4. The right to take actions required by law and to exercise judgment as to decisions and actions necessary or prudent for legal compliance and risk avoidance; and
5. The right to make rules, regulations and policies not in conflict with this Agreement and to require compliance.

In not exercising any function reserved to it in this Article, MCCC does not waive or preclude its right to exercise such function at any time.

## **ARTICLE 21: MILITARY LEAVE**

Adjuncts who are members of the National Guard or other authorized State military or naval forces, and those adjuncts who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties without loss of seniority as specified by provisions of the National Armed Forces Reserve Act of 1952. Additional military leave shall be in compliance with all applicable state and federal laws.

## **ARTICLE 22: MSEA MEMBERSHIP PACKETS**

Each newly hired adjunct shall be provided by MCCA with an MSEA-furnished membership packet along with other orientation materials, which are regularly provided to new adjuncts. MSEA shall be solely responsible for the material contained in such packets, which shall conform to standards contained in Article 8, Bulletin Boards. Any questions concerning the contents of these packets or MSEA programs shall be referred to MSEA. MSEA shall supply the packets to the points of distribution. In addition, MCCA shall supply MSEA with a listing on the first of each quarter to include: Social Security number, date hired, name, address, class title, class code and work location for each newly hired adjunct.

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

## **ARTICLE 23: NON-DISCRIMINATION**

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

MSEA agrees to support affirmative action programs mandated by law and any other affirmative action programs affecting MCCA, which comply with or are mandated by applicable State and federal laws.

MSEA and MCCA agree that discrimination, intimidation, or harassment of adjuncts, including sexual harassment in all its various forms, is unacceptable conduct and will not be condoned or tolerated by MSEA or MCCA.

MCCA and MSEA agree that any disputes arising out of the provisions of this Article may be processed through the Grievance Procedure Article, subject to the MCCA's right to have any such grievance considered at the appropriate level or steps by the MCCA's Affirmative Action Officer. In instances involving discrimination complaints, the adjunct will submit the discrimination complaint to Step 3 of the grievance process prior to engaging in any external review of the complaint. If the grievance is not resolved at Step 3 and if external conciliation, resolution and/or enforcement mechanisms are available under federal or state law based on the nature of the grievance, and the grievant chooses to pursue his or her claim in such a forum, the grievance shall not be arbitrable.

## **ARTICLE 24: NO STRIKE OR LOCKOUT**

The MCCA and the Union 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 MCCA

agrees it will not lockout any or all unit members during the term of this Agreement. The Union agrees on behalf of itself and unit members that there shall be no strikes, slow-downs or interference with the normal operation of the University during the term of this Agreement.

## **ARTICLE 25: OUTSIDE EMPLOYMENT**

Adjuncts may engage in other employment outside of their MCCS working hours, including the teaching of the same or similar classes and curriculum at other institutions. It is understood that such employment should not involve a conflict of interest with the scheduled times or responsibilities of their MCCS employment.

## **ARTICLE 26: PERSONNEL FILES**

Each college shall maintain, for official college purposes, one (1) personnel file for each adjunct faculty member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate materials related to the unit member's employment.

1. An adjunct shall be sent a copy of all material henceforth placed in his/her personnel file at the same time it is placed in the file. Anonymous, subpoenaed or inappropriate material shall not be placed in the file. An adjunct shall have the right to submit a timely written response to any material placed in the personnel file. This timely written response shall then be filed and attached to the appropriate material.
2. 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. Upon written request and the payment of the reasonable copying charge, a unit member may obtain copies of any material in the personnel file.
3. Unit members 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.
4. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific personnel action.
5. MSEA or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. MSEA or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.

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

## **ARTICLE 27: RESPONSIBILITIES OF THE PARTIES**

MCCS and MSEA acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all adjuncts are bound to observe the provisions of this Agreement. MCCS and its officers and representatives at all levels are bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- a) Exclusive Negotiations. MCCS will not bargain collectively or meet with any adjunct organization other than MSEA with reference to terms and conditions of employment of adjuncts covered by this Agreement. If any such organizations request meetings they will be advised by MCCS to transmit their requests concerning terms and conditions of employment to MSEA.
- b) Adjuncts' Rights. There shall be no interference, intimidation, restraint, coercion or discrimination by either MCCS or MSEA as a result of the exercise by any adjunct within the bargaining unit of his/her statutory rights related to membership in MSEA or any other right granted under the University of Maine Labor Relations Act.
- c) Fair Representation. MSEA acknowledges its statutory responsibility to represent and handle grievances for all adjuncts within the bargaining unit. MCCS shall not be responsible for actions taken or not taken by MSEA with respect to its responsibility to provide fair representation.
- d) Efficient Public Service. MCCS and MSEA acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of the MCCS involving adjuncts. The Parties recognize the responsibility of adjuncts to perform the duties assigned them in an efficient and expeditious manner. The Parties further recognize the responsibility of MCCS to promote a working environment and a quality of work life conducive to achievement of these goals.
- e) Settlement of Grievances. The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

## **ARTICLE 28: RULES AND REGULATIONS**

In the event a specific conflict between the provisions of this Agreement and the rules or regulations as they now exist or may be from time to time amended, the provisions of this Agreement shall apply unless the rule, regulation or amendment is made to comply with law.



## **ARTICLE 29: SENIORITY AND ASSIGNMENT OF COURSES**

1. Seniority. Seniority shall be calculated based on the number of academic years in which an adjunct has taught at least one course in any college within MCCS beginning seven academic years (commencing with the fall semester) prior to the semester in which this Agreement becomes effective, provided that if MCCS does not have payroll records for the adjunct that go back more than six years the adjunct must demonstrate his or her status for the additional year. Seniority may be maintained or terminated as follows. An adjunct will maintain his or her seniority for three years if there is no work available for him/ her in any semester during that period, after which seniority will terminate. Seniority will terminate for an adjunct who is not available for appointment for more than two consecutive academic years (fall and spring and/or summer semesters), unless this period is extended at the discretion of MCCS at the request of the adjunct. Seniority will terminate if an adjunct is removed from teaching for just cause. The seniority list of unit members will be published annually by October 31.
2. Availability. Adjuncts who wish to be considered for teaching assignments for the next semester must complete an availability form indicating how many and which courses the adjunct is willing to teach during the semester and the times and days of the week that he or she is available. Completed availability forms must be received by the academic dean of the college by February 1 for the next fall semester; October 1 for the next spring semester; and March 1 for the next summer session. An adjunct may fill out an availability form for more than one college. Availability information may be updated or modified after the submission dates, but the college need not re-consider or revise an offer of or decision on teaching assignment that was made based on the information initially provided.
3. Preference Criteria. An adjunct who has satisfactorily taught at least five courses at a particular college over three consecutive academic years (consisting of fall and spring and/or summer semesters) at any time beginning five academic years (commencing with the fall semester) prior to the effective date of this Agreement shall be eligible for preference for course assignment at that college as provided in Paragraph 4 below.
4. Course Assignment Preference. Course assignments are made on a semester basis and limited in duration to the particular semester for which the adjunct is appointed. An adjunct who has timely indicated appropriate availability under Par.2; meets the preference criteria under Par.3; and has within the past two academic years satisfactorily taught the same course at the same college where that course is being offered for the next semester will be offered the assignment to teach that course in the next semester before the assignment is offered to an adjunct who does not meet the preference criteria.
5. Qualified. The determination of "qualified", "equally qualified" or "more qualified" for a course assignment will reasonably be made by the academic dean of the college where the course is being offered. If more than one adjunct meets the availability and preference criteria for assignment of a course under Pars. 2 and 3, the course will be offered to the more qualified adjunct.

6. Seniority as Factor. In selecting between two or more adjuncts who meet the availability and preference criteria for assignment of a course under Pars. 2 and 3 and who are equally qualified to teach a particular course, the adjunct with the most seniority as calculated in Paragraph 1 will be offered the assignment.
7. Additional Assignments. A college may offer additional assignments to any unit member so long as the offer of assignment is not inconsistent with the course assignment preference or other provisions of this Article.
8. Unanticipated Needs. The parties recognize that there is sometimes a need to offer one or more additional courses that arises close to or at the beginning of a semester and has not been anticipated in the published course listing for that semester. A college will make a good faith attempt to assign a course or courses that have arisen in these circumstances consistent with this Article, but the need to expediently assign such course or courses to a qualified individual will be the controlling factor.
9. Individual Contracts. Teaching assignments will continue to be memorialized in individual contracts between MCCS and the adjunct. In the event of a conflict between this Agreement and the individual contract, the terms of this Agreement will apply.
10. Decisions not to Assign. A decision not to assign a particular course or courses to a particular adjunct is not grievable unless the decision is in violation of the operation of the course assignment preference or the application of seniority as provided under this Article.
11. Practices and Procedures. The colleges or their individual departments may continue applicable assignment practices, including but not limited to any established policy on maximum number of courses assigned to an adjunct in a semester, or may develop new procedures as long as new procedures are consistent with the provisions of this Article.
12. Course Cancellation. If a course that was assigned to and accepted by a unit member is cancelled before the course meets, the college will make a good faith attempt to find a replacement course for the unit member. Adjuncts will be paid 10% of the compensation due for any course that they are assigned, but which is either cancelled or reassigned to a full-time faculty member seven days before the first day of classes. This provision will not apply to certain classes that normally begin later than the start of the normal academic semester.
13. Not Applicable. Courses that are offered for credit through a contract with an entity outside the System shall not be subject to this Article. Non-credit courses shall not be subject to this Article. This Article does not apply to a unit member teaching an independent study.
14. Determination of work. Nothing in this Article limits the right of MCCS to determine in its discretion which courses will be offered to adjuncts in any given semester at any college or other location and to change that determination at any time. It is recognized that the number, nature, scheduling and availability of courses to be offered to adjuncts fluctuates from semester to semester

depending on factors that include but are not limited to student demand and need, business climate, available funding, budgetary considerations and exercise of overload rights by full-time faculty.

### **ARTICLE 30: SEVERABILITY**

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to the Trustees of funds or property or services made available through federal or state law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such decision, if either Party requests, the Parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect. The Parties agree to use their best efforts to contest any such loss of federal funds, which may be threatened.

### **ARTICLE 31: TERM OF THE AGREEMENT**

The Agreement shall be effective upon ratification, except that the provisions regarding compensation shall be effective retroactively to July 1, 2012 for Adjuncts employed on or after the date of ratification. It shall remain in effect through June 30, 2015.

### **ARTICLE 32: UNION SECURITY**

#### **A. Membership and Service Fee**

Any adjunct who is covered by this Agreement and is not already a member of MSEA-SEIU may choose from the options of (1) membership in MSEA-SEIU; (2) payment to MSEA-SEIU of a service fee equal to the pro-rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law; or (3) neither option.

#### **B. Deduction**

MCCS will deduct membership dues or service fee from the pay of any adjunct who chooses the option of membership or service fee by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues or the service fee.

#### **C. Calculation of Service Fee**

MSEA-SEIU shall calculate the amount of the service fee to be charged to non-members who elect the service fee, consistent with both applicable law and this Article, and shall certify to the MCCS the amount of the service fee. The service fee set for part-time adjuncts shall bear the same ratio to part-time dues as the fee paid by "full time adjuncts" bears to the dues amount paid by "full time adjuncts." The term "full time adjuncts" is used for the purposes of this Article only and specifically for MSEA-SEIU's calculation and administration of dues and service fees.

D. Notice

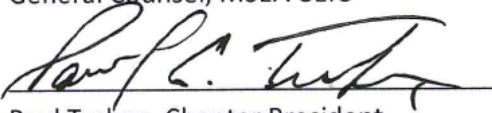
MSEA-SEIU is solely responsible for the calculation of the service fee and for providing legal and adequate notice of the service fee amount to adjuncts covered by the Agreement who are subject to the service fee requirement.

Signed this 16<sup>th</sup> day of May, 2014,

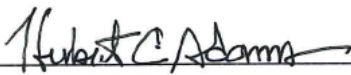
For Maine State Employees Association,  
SEIU Local 1989:



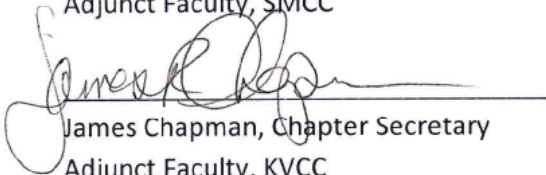
Timothy Belcher, Esq.  
General Counsel, MSEA-SEIU



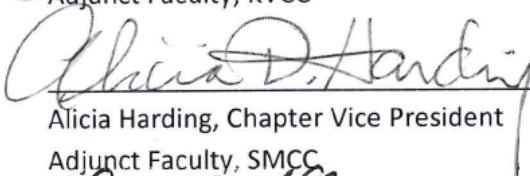
Paul Trahan, Chapter President  
Adjunct Faculty, SMCC



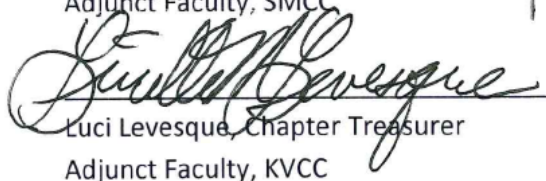
Herb Adams  
Adjunct Faculty, SMCC



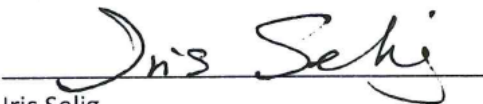
James Chapman, Chapter Secretary  
Adjunct Faculty, KVCC



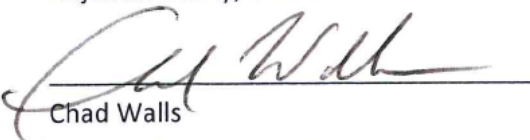
Alicia Harding, Chapter Vice President  
Adjunct Faculty, SMCC



Luci Levesque, Chapter Treasurer  
Adjunct Faculty, KVCC



Iris Selig  
Adjunct Faculty, CMCC

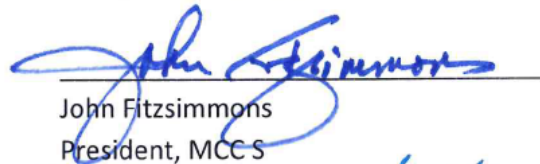


Chad Walls  
Adjunct Faculty, SMCC

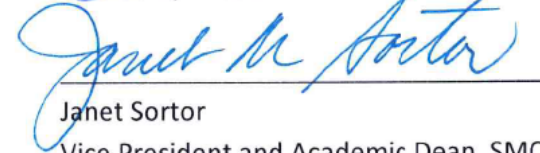
For Maine Community College System:



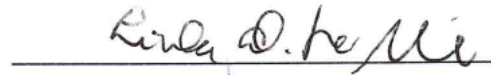
Robert Clark  
Chair, MCCC Board of Trustees



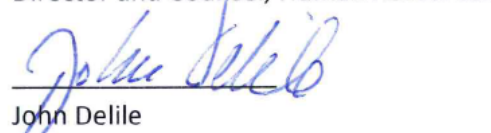
John Fitzsimmons  
President, MCCC



Janet Sortor  
Vice President and Academic Dean, SMCC



Linda D. McGill, Esq.  
Director and Counsel, Human Resources, MCCC



John Delile  
Dean of Finance and Administration, KVCC