

ARTICLE 10. COMPENSATION

A. General Salary Increases and New Step 9

1. Effective with the start of the pay week commencing closest to ~~December~~ January 1, 2024, employees shall be provided an across-the-board salary increase of ~~two six~~ percent (~~2 6~~%) added to the base hourly rate, rounded to the nearest cent. Salary schedules shall be increased accordingly.

2. Effective ~~during an employee's on the first Cycle B and Cycle A~~ payday closest to ~~December 1, 2021~~ of February 2024, full time employees in pay status will receive an ~~eight hundred dollar (\$800)~~ two thousand dollar (\$2000) lump sum payment, less applicable taxes and deductions. This lump sum amount will be pro-rated for seasonal and part time employees. Intermittent employees covered by this Agreement will be eligible on a pro-rated basis based upon the hours worked in the twelve months immediately prior to January 1, 2024 ~~November 1, 2024~~.

3. Effective with the start of the pay week commencing closest to July 1, 2024 ~~2022~~, employees shall be provided an across-the-board salary increase of ~~three percent (3%)~~ four percent (4%) added to the base hourly rate, rounded to the nearest cent. Salary schedules shall be increased accordingly.

4. Effective with the start of the pay week commencing closest to July 1, 2024, a new Step 9 shall be created on all applicable salary schedules by adding four percent (4%) to the base hourly rate of the Step 8 rate in place after the salary increase identified in section 2 above, rounded to the nearest cent; employees shall then be advanced to the next higher step on the appropriate salary schedule upon satisfactory completion of one year of service for Steps 1 through 9 on their next scheduled anniversary date consistent with the Salary Schedule Progression language of this article.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

Bissell, Breena

From: Angela MacWhinnie <Angela.MacWhinnie@mseaseiu.org>
Sent: Wednesday, December 13, 2023 7:36 PM
To: Bissell, Breena; Rebekah Smith
Cc: Lindsey Bigelow
Subject: Re: State Counter to U-1
Attachments: MSEA Counter to U 1 ARTICLE 10 Compensation General Salary Increases and New Step 9 12132023.docx

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see our counter. It includes agreement to the adjustments below and the counter to salary offer as attached.

Also, separate from this Article, can we agree to adjustments by BHR to some of the lower grades of salary specs that currently include multiple steps at \$15 to address what I've highlighted in the example below? Because the Office of the State Controller is on a tight deadline to implement salary increases on 1/1 if we reach a TA that is ratified by 12/31, it may be that the adjustment cannot be completed until after the 6% increase in January 2024. However, with a 6% increase (if my math is accurate), step 5 would move to \$16.54 and step 6 to \$16.71. Still problematic.

EXAMPLE
salary Spec 12 (OMS), Grade 9 - Heavy Equipment Operator

Hourly	9	15.00	15.00	15.00	15.00	15.60	15.76	16.39	17.05
Weekly		600.00	600.00	600.00	600.00	624.00	630.40	655.60	682.00
BiWeekly		1,200.00	1,200.00	1,200.00	1,200.00	1,248.00	1,260.80	1,311.20	1,364.00
Annual		31,200.00	31,200.00	31,200.00	31,200.00	32,448.00	32,780.80	34,091.20	35,464.00
Prem Rate		22.50	22.50	22.50	22.50	23.40	23.64	24.59	25.58

Let me know, and I can write up an MOA.
Thank you,
Breena

Breena D. Bissell *(she/her)*
State Human Resources Officer
State of Maine Bureau of Human Resources
Phone: (207) 215-0886 | TTY: 711 Maine Relay
#4 SHS | 4th Floor, Burton M. Cross Building | Augusta, Maine 04333-0004

BDB

Navigate challenging work and life situations with [Living Resources](#).

Connect with HR:



ARTICLE 32. 33. HEALTH AND SAFETY

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

2. An employee may request the employee's department to provide safety related equipment, clothing, devices or tools as may be required to maintain a safe working environment. Such requests, if denied, may be grieved consistent with the terms of the Grievance article appealed, upon notice to the department, to the Labor/Management Committee on Safety of State Buildings, which decision shall be final and binding on the parties. In this regard, formal votes required by the Committee shall be cast as one (1) vote by labor and one (1) vote by management.

3. No employee shall be required to operate any vehicle or equipment, which the employee reasonably believes to be in an unsafe condition. In any such circumstance, the employee shall bring the matter to the attention of the employee's supervisor for proper inspection and/or repair. Once the vehicle or equipment is deemed safe by the supervisor, operation shall continue.

4. Ferry Service employees shall not be required to drive vehicles onto vessels unless they hold appropriate licenses.

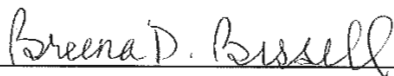
5. Department of Transportation and Department of Agriculture, Conservation and Forestry employees opting to provide and use their own protective eyewear pursuant to DOT Policy and Department of Agriculture, Conservation and Forestry Policy, shall receive the sum of up to seventy-five dollars (\$75.00) per year toward the cost of any prescription eyewear needed by the employee. Additionally, this allowance may be extended to other employees through departmental work rules, subject to mutual agreement of the parties.

6. The Bureau of General Services (BGS) provides asbestos, lead, and indoor air quality assessment and mitigation oversight services for state-owned and leased properties. If an employee has a concern related to indoor air quality or suspected lead, mold, or asbestos in a facility, the concern will be raised to department/agency management and, if warranted, reported to the BGS Division of Safety and Environmental Services.

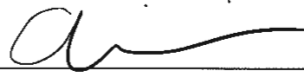
7. The State will continue to take appropriate action in response to traumatic events impacting the workplace (such as the death of co-worker or customer), which may include paid release from work and/or on-site employee assistance.

8. The State will comply with all applicable laws and regulations regarding sanitary working conditions and for maintaining sanitary conditions in State provided housing.

Tentatively Agreed to on 12/13, 2023:



For the State
Breena D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 43. 44. NON-DISCRIMINATION

The State agrees to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, religion creed, color, ancestry, national origin, sex (including pregnancy of the employee or pregnancy of the employee's partner), sexual orientation, gender identity, protected union activity, familial status, genetic information, marital status, age, or physical or mental disability, unless based upon a bona fide occupational qualification; 2) intimidation or harassment on the basis of race, religion creed, color, ancestry, national origin, sex, sexual orientation, gender identity, protected union activity, familial status, genetic information, marital status, age, or physical or mental disability; and (3) retaliation against employees for reporting violations of this Article.

MSEA-SEIU agrees to admit all members to membership and to represent all members without regard to race, religion creed, color, ancestry, national origin, sex (including pregnancy of the employee or pregnancy of the employee's partner), sexual orientation, gender identity, protected union activity, familial status, genetic information, marital status, age, or physical or mental disability or sexual orientation.

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

MSEA-SEIU and the State agree that discrimination, intimidation, or harassment of employees, as defined by the State of Maine Policy Statement Against Harassment including harassment because of sexual orientation, is unacceptable conduct and will not be condoned or tolerated by MSEA-SEIU or the State. Complaints are to be reported to the Department's EEO Coordinator, Human Resources Office, or to the State EEO Coordinator for appropriate action. The State agrees to annually post and/or distribute the State of Maine Policy Statement Against Harassment.

The State and MSEA-SEIU agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure contained in the Grievance Procedure Article subject to the State's right to have any such grievance considered at the appropriate level or steps by the State's Equal Employment Opportunity Coordinator. This provision shall not preclude other legal remedies provided by law.

Any employee found to have engaged in discrimination, intimidation, or harassment in violation of this article shall be subject to discipline up to and including termination.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

The State is willing to sign an agreement outside of what goes into the contract to memorialize the language below:

The State shall develop and implement a policy to address workplace bullying no later than December 1, 2024. The Union will be provided with the proposed policy and may request to meet and consult consistent with the Work Rules article. A presentation of the new policy will be made by a representative of Human Resources at a meeting of each department Labor Management Committee between the effective date of the policy and December 31, 2025.



12/13/2023

BDB

12/13/2023

**ARTICLE 7. CHILD CARE
Child Care Reimbursement Process**

A. Employees employed as of March 1 who meet the following criteria shall be eligible for a lump sum payment each year. Eligible employees may apply for this payment between March 1 and April 15 of each year. Payment shall be made within thirty (30) days of receipt of the completed application. Any application received after April 15 will be considered on a case-by-case basis and shall not be arbitrarily rejected.

1. Employed full time during the entire previous calendar year;
2. Full-time State employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a prorated basis;
3. Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours of regularly scheduled work in any calendar year in which they qualify on a prorated basis; and
4. Had a minimum of five hundred dollars (\$500.00) employment-related child care expenses for the previous calendar year.

B. Employees must submit an application for Child Care Reimbursement along with a copy of their filed Form 1040 and a copy of their receipt for child care expenses for the previous calendar year to be eligible for reimbursement.

C. Employees whose adjusted gross family income is less than ~~\$60,000~~ ~~\$32,457~~ for the previous calendar year shall be eligible for reimbursement not to exceed one ~~two~~ thousand three hundred dollars (~~\$2,000.00~~ ~~1,300.00~~). Employees whose adjusted gross family income is less than \$38,252 but more than ~~\$32,457~~ for the previous calendar year shall be eligible for reimbursement not to exceed one thousand dollars (~~\$1,000.00~~). Employees whose adjusted gross family income is less than \$44,049 but more than \$38,252 for the previous calendar year shall be eligible for reimbursement not to exceed seven hundred dollars (~~\$700.00~~).

Adjusted Gross Family Income from IRS Tax Return in Previous Calendar Year	Maximum Reimbursement Amount
Less than \$32,457 \$60,000	\$1,300 \$2,000
\$32,457 to less than \$38,252	\$1,000
\$38,252 to less than \$44,049	\$ 700

D. In families with both parents working for the State, each qualifying parent may apply for the Child Care Reimbursement provided that in no event will both parents be reimbursed for the same expense.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 8. PARENTAL CHILDBEARING AND ADOPTION LEAVE

Paid parental leave for ~~childbearing and~~ the birth or adoption of a child(ren) shall be granted to an employee with pay for their regularly scheduled hours during a period of time not to exceed ~~twenty-eight (28)~~ forty-two (42) calendar days (six weeks), taken continuously, beginning no later than ~~eight (8)~~ twelve (12) weeks directly following the birth or adoption of the child or children.

Parental leave is not available to a surrogate or gestational carrier; however, it is available to the intended parent(s) of the child(ren).

Additional parental leave for the birth or adoption of a child(ren) ~~childbirth or adoption leave~~ shall be granted to an employee without salary for a period not to exceed one (1) year inclusive of any period of disability covered under the Sick Leave Article and the paid parental leave described above. Employees shall have the option of using accumulated compensating time, vacation time and/or personal leave during such period. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of compensating time or annual leave, retention of insurance benefits shall be at the employee's expense.

Employees are encouraged to consult with their agency Human Resources office to determine if they are eligible for benefits under the Federal Family and Medical Leave Act (FMLA). Paid and unpaid leave provided for in this article may run concurrently with leave available under the FMLA.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 63. TELEWORK

Telework is a mutually agreed upon work arrangement where an employee performs assigned duties and authorized activities during their agreed upon telework hours at an agreed upon telework site on a regular or occasional basis. Not all employees or positions are eligible to telework.

Telework policies will be adopted or modified in accordance with the Work Rules article of this Agreement. An employee may request to telework by submitting a request in writing, which shall include electronically, in accordance with their agency's telework policy. The requested telework may be approved, denied, or modified consistent with agency policy. A good faith effort shall be made to respond to telework requests within ten (10) workdays.

If the employee is not satisfied with the initial determination in response to their telework request, and the agency policy does not expressly provide for an appeal process, then the employee can request reconsideration by the appointing authority or designee by submitting a request for reconsideration in writing, which shall include electronically, within ten (10) workdays of receiving the initial determination. The appointing authority or designee shall review the request for reconsideration and reach their own determination, within thirty (30) workdays, on whether the request can be approved as is, approved in a modified form, or cannot be approved. The appointing authority or designee shall notify the employee in writing, which shall include electronically, as soon as their determination is reached.

If the employee is not satisfied with the decision of the appointing authority, designee, or the agency representative charged by policy with rendering the decision on appeal, then the employee may request final reconsideration by the State Human Resources Officer by submitting a request for final reconsideration in writing, which shall include electronically, within ten (10) workdays of receiving the request for reconsideration determination from the agency. The State Human Resources Officer or designee shall review the final request for reconsideration and reach their own determination, within thirty (30) workdays, on whether the request can be approved as is, approved in a modified form, or cannot be approved. The State Human Resources Officer or designee shall notify the employee in writing, which shall include electronically, as soon as their determination is reached. The decision of the State Human Resources Officer or designee shall be final and not subject to the Grievance Procedure article of this Agreement.

Employees who telework must comply with the provisions of their agency's teleworking policy.

In the instance of an all-day administrative closure of State Offices due to inclement weather, all site-based and telework authorized employees not performing services deemed essential by their appointing authority shall not be required to work.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breena D. Bissell

For the State
Breena D. Bissell
Chief Negotiator

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 35. HOURS AND WORK SCHEDULES (Pro Tech)

(To be added to the end of the Hours and Work Schedules article in Professional and Technical Services.

~~See State-13 for additional changes to the Hours and Work Schedules article in all contracts.)~~

19. Employees completing a practicum or internship necessary as part of an educational program related to their career development within their department may request to fulfill the requirements as part of their regular work. Such requests may be approved or denied at the discretion of the State. Employees not able to fulfill practicum or internship requirements as part of their regular work may request to temporarily flex their schedule or work an alternative work week consistent with the process in place under the Human Resources Memorandum on Alternate Work Schedules.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 67. 69. VACATION (Admin, OMS, P&T)

1. Each employee shall earn vacation with pay on the following basis. An employee who is in pay status for ten (10) or more workdays or eighty (80) hours for each completed month, shall earn their monthly accrual on the following basis:

0 through ~~5~~ 40 years – 10 hours

Thereafter, provided the last three (3) years of service have been continuous:

6 through 10 years – 11 hours

11 through 15 years – 12 hours

16 through 20 years – 14 hours

20+ years – 16 hours

Employees who are regularly assigned to workweeks that exceed forty (40) hours shall accrue vacation credits on a prorated basis. This does not apply to employees who are designated as non-standard.

Part-time employees shall earn vacation credits at the higher rates after having worked for the State for the required number of calendar years specified above, such credit to be earned in the same proportion as their part-time service bears to full-time service. Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years. Other practices concerning the earning of vacation credits shall be continued.

2. Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority. All eligible employees within each appropriate work group desiring vacations for periods of a week or more during the months of June, July and August will choose such vacation periods prior to May 1. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern. Later requests for vacation during June, July and August can be granted subject to operational needs.

3. Except in cases of extreme emergency, no employee shall be required to work during vacation.

4. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.

5. Employees with less than ~~fifteen (15)~~ ten (10) years of continuous State service shall be entitled to accumulate thirty (30) days of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with ~~fifteen (15)~~ ten (10) years or more of continuous State service shall be entitled to accumulate forty (40) days of unused vacation leave, for which they shall be paid upon separation. However, a maximum of thirty (30) days pay of unused vacation shall be credited towards an employee's average final compensation upon

retirement. Upon the first January 1 following ~~implementation of the State's HRMS ratification of the successor agreement to the 2021-2023 agreement~~, and each January 1 thereafter, the above maximum accruals will be applied only on January 1, rather than for each pay period. As a result, it is understood that employees may exceed the above maximum accrual rates until January 1 of each year. However, employees leaving State service are eligible to be compensated only for the above-stated maximum accruals, and employees transferring from one agency to another can transfer and/or be paid a total of no more than the stated maximum accruals.

6. Every reasonable effort within the constraints of operational needs shall be made to provide Ferry Service employees two (2) consecutive weeks vacation during the summer months.

7. An employee who is transferred to another appointing authority without interruption of the employee's services to the State shall be entitled to transfer their unused vacation credits or be paid for all or part of such credits and transfer the remainder.

8. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (½) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

9. A seasonal employee who accepts another seasonal position during their off season shall earn vacation at the rate that is higher between the two seasonal positions. Vacation time earned while serving in either position may be used for either position.

[Effective upon implementation of an Automated System]

ARTICLE 67. 69. VACATION (Admin, OMS, P&T)

1. Each employee shall earn vacation with pay on the following basis: An employee who is in pay status for five (5) or more workdays or forty (40) hours for each completed two week pay period shall earn their biweekly accrual on the following basis:

0 through ~~5~~ 10 years – 4.7 hours

Thereafter, provided the last three (3) years of service have been continuous:

6 through 10 years – 5.15 hours

11 through 15 years – 5.6 hours

16 through 20 years – 6.5 hours

20+ years – 7.4 hours

Employees who are regularly assigned to workweeks that exceed forty (40) hours shall accrue vacation credits on a prorated basis. This does not apply to employees who are designated as non-standard.

Part-time and intermittent employees shall earn vacation credits at the higher rates after having worked for the State for the required number of calendar years specified above, such credit to be earned as follows:

For part-time employees, "hours in pay status" shall be an employee's regularly scheduled budget authorized hours.

a. a part-time or intermittent employee with less than five (5) ~~ten (10)~~ years of service shall earn .05875 hours of vacation for each hour in pay status per two-week pay period;

b. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least five (5) but less than ten (10) years of service shall earn .06437 hours of vacation for each hour in pay status per two-week pay period;

c. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least ten (10) but less than fifteen (15) years of service shall earn .07 hours of vacation for each hour in pay status per two-week pay period;

d. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least fifteen (15) but less than twenty (20) years of service shall earn .08125 hours of vacation for each hour in pay status per two-week pay period;

e. provided the last three (3) years of service have been continuous a part-time or intermittent employee with at least twenty (20) years of service shall earn .0925 hours of vacation for each hour in pay status per two-week pay period. Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years. The current practices concerning the earning of vacation leave credits shall be continued only for those employees regularly scheduled to work in excess of forty (40) hours per week and only for as long as they are so scheduled.

2. Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority. All eligible employees within each appropriate work group desiring vacations for periods of a week or more during the months of June, July and August will choose such vacation periods prior to May 1. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern. Later requests for vacation during June, July and August can be granted subject to operational needs.

3. Except in cases of extreme emergency, no employee shall be required to work during vacation.

4. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.

5. Employees with less than ~~fifteen (15)~~ ten (10) years of continuous State service shall be entitled to accumulate two hundred forty (240) hours of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with ~~fifteen (15)~~ ten (10) years or more of continuous State service shall be entitled to accumulate three hundred twenty (320) hours of unused vacation leave, for which they shall be paid upon separation.

However, a maximum of two hundred forty (240) hours pay of unused vacation shall be credited towards an employee's average final compensation upon retirement.

For part-time and intermittent employees, the maximum amount of accumulated vacation leave and the amount of vacation leave to be paid upon separation shall be:

A. Maximum Vacation Accruals for Part-Time Employees

Prorate 240/320 based on authorized position hours. For example:

- (1.) 8-hour employee [1/5 or .2 full time] = 48/64;
- (2.) 16-hour employee [2/5 or .4 full time] = 96/128;
- (3.) 20-hour employee [2.5/5 or .5 full time] = 120/160;
- (4.) 24-hour employee [3/5 or .6 full time] = 144/192;
- (5.) 32-hour employee [4/5 or .8 full time] = 192/256.

B. Maximum Vacation Accruals for Intermittent Employees

Since Intermittent employees are eligible to work up to 1040 hours per year [= 1/2 or .5 full time employee], prorate the maximum vacation accrual to one-half the full time rate = 120/160 hours.

Upon the first January 1 following ~~implementation of the State's HRMS ratification of the successor agreement to the 2021-2023 agreement~~, and each January 1 thereafter, the above maximum accruals will be applied only on January 1, rather than for each pay period. As a result, it is understood that employees may exceed the above maximum accrual rates until January 1 of each year. However, employees leaving State service are eligible to be compensated only for the above-stated maximum accruals, and employees transferring from one agency to another can transfer and/or be paid a total of no more than the stated maximum accruals.

6. Every reasonable effort within the constraints of operational needs shall be made to provide Ferry Service employees two (2) consecutive weeks vacation during the summer months.

7. An employee who is transferred to another appointing authority without interruption of the employee's services to the State shall be entitled to transfer their unused vacation credits or be paid for all or part of such credits and transfer the remainder.

8. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (1/2) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

9. A seasonal employee who accepts another seasonal position during their off season shall earn vacation at the rate that is higher between the two seasonal positions. Vacation time earned while serving in either position may be used for either position.

ARTICLE 67. VACATION (SSU)

1. Each employee shall earn vacation with pay on the following basis. An employee who is in pay status for ten (10) or more workdays or eighty (80) hours for each completed month, shall earn their monthly accrual on the following basis:

0 through ~~5~~ 40 years – 10 hours

Thereafter, provided the last three (3) years of service have been continuous:

6 through 10 years – 11 hours

11 through 15 years – 12 hours

16 through 20 years – 14 hours

20+ years – 16 hours

Employees who are regularly assigned to workweeks that exceed forty (40) hours shall accrue vacation credits on a prorated basis. This does not apply to employees who are designated as non-standard.

Part-time employees shall earn vacation credits at the higher rates after having worked for the State for the required number of calendar years specified above, such credit to be earned in the same proportion as their part-time service bears to full-time service. Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years. Other practices concerning the earning of vacation credits shall be continued.

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5. Employees with less than ~~fifteen (15)~~ ten (10) years of continuous State service shall be entitled to accumulate thirty-two and one-half (32½) days of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with ~~fifteen (15)~~ ten (10) years or more of continuous State service shall be entitled to accumulate forty-two and one-half (42½) days of unused vacation leave, for which they shall be paid upon separation. However, a maximum of thirty (30) days pay of unused vacation shall be credited towards an employee's average final compensation upon retirement. Upon the first January 1 following implementation of the State's HRMS ratification of the successor agreement

to the 2021-2023 agreement, and each January 1 thereafter, the above maximum accruals will be applied only on January 1, rather than for each pay period. As a result, it is understood that employees may exceed the above maximum accrual rates until January 1 of each year. However, employees leaving State service are eligible to be compensated only for the above-stated maximum accruals, and employees transferring from one agency to another can transfer and/or be paid a total of no more than the stated maximum accruals.

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[Effective upon implementation of an Automated System]

ARTICLE 67. VACATION (SSU)

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Thereafter, provided the last three (3) years of service have been continuous:

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11 through 15 years – 5.6 hours

16 through 20 years – 6.5 hours

20+ years – 7.4 hours

Employees who are regularly assigned to workweeks that exceed forty (40) hours shall accrue vacation credits on a prorated basis. This does not apply to employees who are designated as non-standard.

Part-time and intermittent employees shall earn vacation credits at the higher rates after having worked for the State for the required number of calendar years specified above, such credit to be earned as follows:

For part-time employees, "hours in pay status" shall be an employee's regularly scheduled budget authorized hours.

a. a part-time or intermittent employee with less than ten (10) years of service shall earn .05875 hours of vacation for each hour in pay status per two-week pay period;

b. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least five (5) but less than ten (10) years of service shall earn .06437 hours of vacation for each hour in pay status per two-week pay period;

c. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least ten (10) but less than fifteen (15) years of service shall earn .07 hours of vacation for each hour in pay status per two-week pay period

d. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least fifteen (15) but less than twenty (20) years of service shall earn .08125 hours of vacation for each hour in pay status per two-week pay period;

e. provided the last three (3) years of service have been continuous a part-time or intermittent employee with at least twenty (20) years of service shall earn .0925 hours of vacation for each hour in pay status per two-week pay period.

Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years. The current practices concerning the earning of vacation leave credits shall be continued only for those employees regularly scheduled to work in excess of forty (40) hours per week and only for as long as they are so scheduled.

2. Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority. All eligible employees within each appropriate work group desiring vacations for periods of a week or more during the months of June, July and August will choose such vacation periods prior to May 1. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern. Later requests for vacation during June, July and August can be granted subject to operational needs.

3. Except in cases of extreme emergency, no employee shall be required to work during vacation.

4. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.

5. Employees with less than ~~fifteen (15)~~ ten (10) years of continuous State service shall be entitled to accumulate two hundred sixty (260) hours of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with ~~fifteen (15)~~ ten (10) years or more of continuous State service shall be entitled to accumulate three hundred forty (340) hours of unused vacation leave, for which they shall be paid upon separation. However, a maximum of two hundred forty (240) hours pay of unused vacation shall be credited towards an employee's average final compensation upon retirement.

For part-time and intermittent employees, the maximum amount of accumulated vacation leave and the amount of vacation leave to be paid upon separation shall be:

A. Maximum Vacation Accruals for Part-Time Employees

Prorate 260/340 based on authorized position hours. For example:

- (1.) 8-hour employee [1/5 or .2 full time] = 52/68;
- (2.) 16-hour employee [2/5 or .4 full time] = 104/136;
- (3.) 20-hour employee [2.5/5 or .5 full time] = 130/170;
- (4.) 24-hour employee [3/5 or .6 full time] = 156/204;
- (5.) 32-hour employee [4/5 or .8 full time] = 208/272.

B. Maximum Vacation Accruals for Intermittent Employees

Since Intermittent employees are eligible to work up to 1040 hours per year [= 1/2 or .5 full time employee], prorate the maximum vacation accrual to one-half the full time rate = 130/170 hours.

Upon the first January 1 following implementation of the State's HRMS ratification of the successor agreement to the 2021-2023 agreement, and each January 1 thereafter, the above maximum accruals will be applied only on January 1, rather than for each pay period. As a result, it is understood that employees may exceed the above maximum accrual rates until January 1 of each year. However, employees leaving State service are eligible to be compensated only for the above-stated maximum accruals, and employees transferring from one agency to another can transfer and/or be paid a total of no more than the stated maximum accruals.

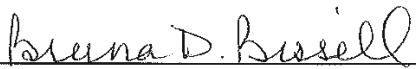
6. Every reasonable effort within the constraints of operational needs shall be made to provide Ferry Service employees two (2) consecutive weeks vacation during the summer months.

7. An employee who is transferred to another appointing authority without interruption of the employee's services to the State shall be entitled to transfer their unused vacation credits or be paid for all or part of such credits and transfer the remainder.

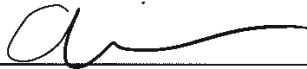
8. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (1/2) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

9. A seasonal employee who accepts another seasonal position during their off season shall earn vacation at the rate that is higher between the two seasonal positions. Vacation time earned while serving in either position may be used for either position.

Tentatively Agreed to on 12/13, 2023:



For the State
Breana D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 5. BEREAVEMENT LEAVE

Each full-time employee covered by this Agreement shall be allowed up to forty (40) hours leave with full pay, for absences resulting from the death of a spouse or significant other; ~~or the death of a child, grandchild, sibling, parent or stepparent of either the employee or the employee's spouse or significant other;~~ or the death of the stepchild, stepsibling, guardian, ward, or grandparent of the employee; ~~or the death of the co-parent of the employee's minor children.~~ Employees whose regular schedule is more than eighty (80) hours in a biweekly pay period shall be allowed up to one-half of the biweekly schedule (number of biweekly hours X .5) for such paid leave. Part-time employees shall receive paid leave on a prorated basis.

~~Each full-time employee covered by this Agreement shall be allowed up to twenty-four (24) hours of leave with full pay for absences resulting from the death of other members of the employee's immediate family, as defined below. Employees whose regular schedule is more than eighty (80) hours in a biweekly pay period shall be allowed up to three tenths of the biweekly schedule (number of biweekly hours X .3) for such paid leave. Part-time employees shall receive paid leave on a prorated basis.~~

~~"Other members of the immediate family" shall mean the guardian, brothers, stepbrothers, sisters, stepsisters, wards, and grandparents of the employee.~~

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

"Co-parent" for the purposes of the article means a former spouse or significant other of the employee who, with the employee, shares the duties of raising their biological minor child or children.

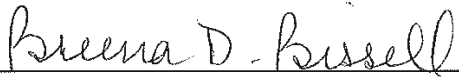
40 hours of leave for the death of the following relatives:

Relatives of the employee	Relatives of the spouse or significant other
Spouse	Child
Significant Other	Grandchild
Child	Parent
Stepchild	Stepparent
Grandchild	<u>Sibling</u>
<u>Sibling</u>	
<u>Stepsibling</u>	
Parent	
Stepparent	
<u>Guardian</u>	
<u>Ward</u>	
<u>Grandparent</u>	
<u>Co-Parent of shared minor child(ren)</u>	

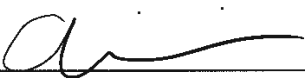
24 hours of leave for the death of the following relatives:

Relatives of the employee
Guardian
Brother
Sister
Stepbrother
Stepsister
Ward
Grandparent

Tentatively Agreed to on _____ 12/13 _____, 2023:



For the State
Breana D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 28. EXPENSE REIMBURSEMENT (All Units)

(these are the only changes to this Article – all other language remains the same)

A. Mileage Allowance

1. ~~The mileage allowance is forty five cents (\$.45) per mile, or the federal rate whichever is less. Effective October on the first of the month following the effective date of this contract, the mileage allowance will be calculated as 75% of the federal rate in effect as of October 1, 2023, rounded up to the nearest cent. Thereafter, effective November 1, 2022, of every calendar year, the mileage allowance will be calculated as 80% of the federal rate in effect as of October 1 of that same year, rounded up to the nearest cent.~~ is forty six cents (\$.46) per mile, or the federal rate whichever is less.

2. Employees who are disabled and use their own personal adapted vehicle on State business, shall receive the current mileage reimbursement plus an additional ten cents (\$.10) per mile.

The State retains the right to require employees to use State vehicles in lieu of mileage reimbursement.

B. Lodging and Meal Expenses

1. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals as provided for in Section 40 of the Manual of Financial Procedures, Travel and Expense Reimbursement Policy.

Nothing contained in this Article shall be deemed to alter the present State policy prohibiting reimbursement for noon meals unless the meal is part of an organized meeting or program or overnight travel.

Any request for a waiver to the State lodging rate must be made to the employee's manager and is subject to the department's Travel Policy and/or the approval process through the Office of the State Controller.

2. Estimated travel expenses shall be advanced to employees when reasonable and when requested. Any reimbursement of expenses shall be made as soon as possible following the submission of expense reports.

3. Ferry Service employees on unscheduled or unexpected stopovers away from their home ports during meal times shall be entitled to reasonable meal expenses, not to exceed the dollar amounts for breakfast, lunch and dinner listed in Section 40 of the Manual of Financial Procedures, Travel and Expense Reimbursement Policy.

Ferry Service crew members who do not live on the island where they are regularly assigned, ~~or shall receive \$12.00 per day meal allowance for start and end days of their regular rotations, and \$24.00 meal allowance for each full day of their regular rotation.~~ Employees who are assigned to work on islands other than their regular assignment or their island of residence, or employees who do not live on the island and return to work in their off week, shall receive the full per diem under current

State reimbursement policies. ~~This amount will be adjusted by the same percent increase as the current State reimbursement policy when that amount is adjusted.~~

4. Receipts shall not be required for reimbursement for meals eight dollars (\$8.00) and under.

5. Meal allowances for extended days will be paid at the rate of eight five dollars ~~(\$8.00)~~ ~~(\$5.00)~~ for breakfast and twenty four dollars ~~(\$20.00)~~ ~~(\$14.00)~~ for dinner.

Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance as applicable under the Manual of Financial Procedures, Travel and Expense Reimbursement Policy of ~~twenty-two~~ dollars ~~(\$22.00)~~ which was authorized prior to the adoption of this provision.

D. Uniform Maintenance Allowance

(only change - all other language remains the same)

Should, during the life of this Agreement, employees in other classifications start to receive and be required to wear a uniform, and uniform maintenance is fully the responsibility of the employee (without department provided laundry facilities), the impacted employees shall be eligible for the uniform maintenance allowance.

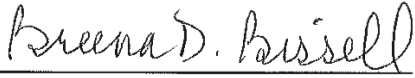
E. Reimbursement for Advanced Courses

(only changes – any additional language remains the same)

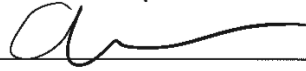
Employees shall be reimbursed, based upon availability of funds, by their appointing authority for tuition, course-related fees and other course-required and approved costs paid for advanced courses in their field or reasonably related to their work or reasonably related to promotion and advancement within their department which will help improve their skills and improve the services provided by the State and which are taken while in the employ of the State. Prior approval for taking any such course shall have been obtained from the appointing authority and the employee shall have met the agency's requirements for satisfactory completion of the course. Each appointing authority shall endeavor to allocate a reasonable amount of available funds in each fiscal year to reimburse employees for such approved advanced courses. The employee shall make every reasonable effort to attend approved courses after regular business hours. In the event an approved course is not available after regular business hours the department may, subject to operational needs and with prior supervisory approval, permit employees to work a temporary flex schedule in order to attend such course(s). Employees utilizing this flex time option shall only be eligible for overtime after forty (40) hours of actual work in that workweek.

(Additional DHHS Nurse language would remain as is in ProTech and SSU)

Tentatively Agreed to on 12/13, 2023:



For the State
Breena D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 10. COMPENSATION

(General Salary Increases and New Step 9 are addressed in U-1. As counter to U-16, these are the only changes to this Article – all other language remains the same.)

New: Implementation of New HRMS (All Units)

The State shall implement the new Human Resource Management System (HRMS) ensuring wages, stipends, and other pay components are configured consistent with this contract and applicable state and federal laws.

B. State Minimum Hourly Rate (All Units)

Effective with the start of the pay week commencing closest to December 15, 2021, a State minimum wage of \$15.00 per hour was implemented. all steps on all salary schedules which are below \$15.00 per hour shall be increased to \$15.00 per hour. Any employee who is on a step lower than the highest step that is at or above \$15.00 per hour shall be placed at the lowest step that is at or above \$15.00 per hour following this change. Such changes shall not impact an employee's salary review date.

Employees hired into a pay range with two or more steps equal to the minimum wage shall be placed at a step no lower than the highest step that is equal to the minimum wage. If an increase in the minimum wage passes the rate paid at any step of any range, affected employees shall be placed at a step no lower than the highest step that is equal to the new minimum wage. Such changes shall not impact an employee's salary review date.

D. E. F. Call Out (eliminate this paragraph only; All Units)

~~Notwithstanding this provision, employees in agencies which have been compensated for call out on a higher basis as of January 1, 1997 shall continue to be compensated on the higher basis.~~

E, F. G. Overtime (eliminate this paragraph only; renumber; All Units)

~~3. Employees in pay ranges 21 and above who, on September 3, 1984 were receiving some form of overtime compensation, shall continue to do so until they vacate their present positions. Notwithstanding, the foregoing, the State's policy with respect to special exceptions which have been made or which are made in the future under that policy, will continue.~~

G. Overtime (Pro Tech)

12. Employees of the Department of Agriculture, Conservation and Forestry, ~~Forest Protection Division~~ who are covered by a written cooperative agreement between the federal government and the State of Maine for forest fire and emergency mobilization, shall be paid at one and one-half (1½) times their non-standard hourly rate of pay if applicable by classification for each hour worked after eight (8) hours in a day or after forty (40) hours in a given week. Such payment is contingent upon the federal government's ability to reimburse the State of Maine for the overtime hours and applies only for work conducted under the applicable agreement, otherwise employees shall be compensated pursuant to the applicable bargaining agreement.

G. Overtime (SSU)

10. Employees of the Department of Agriculture, Conservation and Forestry, ~~Forest Protection Division, listed below,~~ who are covered by a written cooperative agreement between the federal government and the State of Maine for forest fire and emergency mobilization, shall be paid at one and one-half (1½) times their non-standard hourly rate of pay if applicable by classification for each hour worked after eight (8) hours in a day or after forty (40) hours in a given week. Such payment is contingent upon the federal government's ability to reimburse the State of Maine for the overtime hours and applies only for work conducted under the applicable agreement, otherwise employees shall be compensated pursuant to the applicable bargaining agreement.

~~Aircraft Mechanic Supervisor
Resource Administrator~~

F. G. Shift Differential (OMS and Admin)

A shift differential of ~~thirty-five cents (\$.35)~~ forty-five cents (\$.45) per hour shall be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for employees regularly assigned to such shifts. A shift differential of ~~forty-two cents (\$.42)~~ fifty-two cents (\$.52) per hour will be paid to Department of Corrections employees regularly assigned to twelve-hour shifts beginning at 5:45 p.m. A shift differential of ~~forty-five cents (\$.45)~~ fifty-five cents (\$.55) per hour shall be paid for shifts starting between 10:00 p.m. and 3:00 a.m. for employees regularly assigned to such shifts. The differential provided herein shall be part of the regular hourly rate for overtime pay and other purposes. Employees at the Maine State Prison who are regularly assigned to the 5:00 p.m. to 5:00 a.m. shift are to be paid a shift differential of ~~forty-five cents (\$.45)~~ fifty-five cents (\$.55) per hour. Employees of mental health and correctional facilities shall be eligible for the second shift differential of ~~thirty-five cents (\$.35)~~ forty-five cents (\$.45) per hour when their shift begins between 12:00 noon and 4:59 p.m.

H. Shift Differential (Pro Tech)

A shift differential of ~~thirty cents (\$.35)~~ forty-five cents (\$.45) per hour shall be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for employees regularly assigned to such shifts. A shift differential of ~~forty-two cents (\$.42)~~ fifty-two cents (\$.52) per hour will be paid to Department of Corrections employees regularly assigned to twelve-hour shifts beginning at 5:45 p.m. A shift differential of ~~forty-five cents (\$.45)~~ fifty-five cents (\$.55) per hour shall be paid for shifts starting between 10:00 p.m. and 3:00 a.m. for employees regularly assigned to such shifts. The differential provided herein shall be part of the regular hourly rate for overtime pay and other purposes. Employees at the Maine State Prison who are regularly assigned to the 5:00 p.m. to 5:00 a.m. shift are to be paid a shift differential of ~~forty five cents (\$.45)~~ fifty-five cents (\$.55) per hour. Employees of mental health and correctional facilities shall be eligible for the second shift differential of ~~thirty five cents (\$.35)~~ forty-five cents (\$.45) per hour when their shift begins between 12:00 noon and 4:59 p.m.

Registered nurses working at DHHS institutions (DDPC and RPC) shall receive a shift differential of ~~two dollars (\$2.00)~~ three dollars (\$3.00) per hour for all hours worked during the period from 2:00 p.m. to 9:59 p.m., and a shift differential of ~~three dollars (\$3.00)~~ four dollars and fifty cents (\$4.50) per hour for all hours worked during the period from 10:00 p.m. to 6:59 a.m. Licensed Practical Nurses at these facilities shall receive a shift differential of one dollars (\$1.00) per hour for all hours worked during the period from 2:00 p.m. to 9:59 p.m. and one dollar and thirty-five cents (\$1.35) per hour for all hours worked during the period from 10:00 p.m. to 6:59 a.m.

Emergency Communications Specialists and Emergency Communications Specialist Leads shall be paid the ~~thirty-five cents (\$.35)~~ forty-five cents (\$.45) per hour second shift differential or the ~~forty five cents (\$.45)~~ fifty-five cents (\$.55) per hour third shift differential for each hour actually worked during second shift (3:00 pm to 10:59 pm) and third shift (11:00 pm to 6:59 am), regardless of the employee's regularly assigned shift. The differential provided herein shall be part of the regular hourly rate for overtime pay and other purposes.

H. Shift Differential (SSU)

A shift differential of ~~thirty five cents (\$.35)~~ forty-five cents (\$.45) per hour shall be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for employees regularly assigned to such shifts. A shift differential of ~~forty-two cents (\$.42)~~ fifty-two cents (\$.52) per hour will be paid to Department of Corrections employees regularly assigned to twelve-hour shifts beginning at 5:45 p.m. A shift differential of ~~forty five cents (\$.45)~~ fifty-five cents (\$.55) per hour shall be paid for shifts starting between 10:00 p.m. and 3:00 a.m. for employees regularly assigned to such shifts. The differential provided herein shall be part of the regular hourly rate for overtime pay and other purposes. Employees at the Maine State Prison who are regularly assigned to the 5:00 p.m. to 5:00 a.m. shift are to be paid a shift differential of ~~forty five cents (\$.45)~~ fifty-five cents (\$.55) per hour. Employees of mental health and correctional facilities shall be eligible for the second shift differential of ~~thirty five cents (\$.35)~~ forty-five cents (\$.45) per hour when their shift begins between 12:00 noon and 4:59 p.m.

Registered nurses working at DHHS institutions (DDPC and RPC) shall receive a shift differential of ~~two dollars (\$2.00)~~ three dollars (\$3.00) per hour for all hours worked during the period from 2:00 p.m. to 9:59 p.m., and a shift differential of ~~three dollars (\$3.00)~~ four dollars and fifty cents (\$4.50) per hour for all hours worked during the period from 10:00 p.m. to 6:59 a.m. Licensed Practical Nurses at these facilities shall receive a shift differential of one dollars (\$1.00) per hour for all hours worked during the period from 2:00 p.m. to 9:59 p.m. and one dollar and thirty-five cents (\$1.35) per hour for all hours worked during the period from 10:00 p.m. to 6:59 a.m.

I. J. M. Longevity (All Units)

1. Employees with five (5) years but less than ten (10) years of continuous State service shall receive longevity pay of a total of ten cents (\$.10) per hour to the base upon eligibility.

2. Employees with ten (10) years but less than fifteen (15) years of continuous State service shall receive longevity pay of a total of twenty cents (\$.20) per hour to the base upon eligibility.

3. Employees with fifteen (15) years but less than twenty (20) years of continuous State service shall receive longevity pay of a total of thirty cents (\$.30) per hour to the base upon eligibility.

4. Employees with twenty (20) years but less than twenty-five (25) years of continuous State service shall receive longevity pay of a total of forty cents (\$.40) per hour to the base upon eligibility.

5. Employees with twenty-five (25) years or more of continuous State service shall receive longevity pay of a total of sixty cents (\$.60) per hour to the base upon eligibility.

6. Employees with thirty (30) years or more of continuous State service shall receive longevity pay of a total of seventy cents (\$.70) per hour to the base upon eligibility.

7. Continuous State service is defined as continuous employment, including all authorized leaves of absences since the last date of hire into a status-granting position.

J. L. N. Weekend Differential (All Units)

Employees assigned to State institutions other than Maine State Prison shall be eligible for a weekend differential of sixty cents (\$.60) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday. Employees at the Maine State Prison shall be eligible for a weekend differential of sixty cents (\$.60) per hour to the base for shifts beginning between 8:30 p.m. Friday and 8:29 p.m. Sunday.

Emergency Communication Specialists and Ferry Engineers shall be eligible for a weekend differential of sixty cents (\$.60) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday.

Fish Culturists and Fish Cultural Asst Supervisors shall be eligible for a weekend differential of sixty cents (\$.60) per hour to the base for shifts

beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday.

Gambling Control Unit Inspectors shall be eligible for a weekend differential of sixty cents (\$.60) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday.

In addition to the applicable weekend differential described above, registered nurse classifications included in the nurse salary schedule at DHHS institutions (DDPC and RPC) will receive one dollar and fifty cents (\$1.50) per hour as a component of the regular hourly rate.

T. OCFS Supervisor Stipend (SSU)

Employees of the DHHS Office of Child and Family Services in the Child Protective Services Caseworker Supervisor, Child Protective Services Assistant Program Administrator and Child Protective Services Program Administrator classifications shall be paid an additional ~~five dollars (\$5.00)~~ seven dollars and fifty cents (\$7.50) per hour added to the base. In addition to this, employees in this class who have a relevant Master's Degree shall be paid an additional one dollar (\$1.00) per hour added to the base.

U. OCFS Caseworker Stipend (ProTech)

Employees of the DHHS Office of Child and Family Services in the Child Protective Services Caseworker classification shall be paid an additional ~~five dollars (\$5.00)~~ seven dollars and fifty cents (\$7.50) per hour added to the base. In addition to this, employees in this class who have a relevant Masters Degree shall be paid an additional one dollar (\$1.00) per hour added to the base.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 63. STATE VEHICLES AND EQUIPMENT (OMS)

1. No employee shall be required to operate any State vehicle or equipment which is unsafe. An employee shall not be subject to any penalty or disciplinary action because of failure or refusal to operate or handle any equipment which the employee reasonably believes to be in an unsafe condition. In any such circumstance an employee shall call the matter to the attention of their supervisor for proper action.

2. Other than motor vehicles, and except where employees have traditionally supplied their own tools, all employees shall be provided such equipment and tools as are reasonably necessary for their jobs, such as, drafting equipment, potato rakes, flashlights and batteries, and supplies.

3. Each ferry service vessel shall be provided with a full complement of necessary tools.

4. Tools of Automotive Mechanics, Heavy Vehicle and Equipment Technicians, Welder/Fabricators and Field Heavy Vehicle and Equipment Technicians which are regularly used in the performance of work on behalf of the State and are broken, damaged, destroyed, lost or stolen while provided for such use shall, on presentation of appropriate proof to the immediate supervisor, be replaced with tools of like quality, provided that when not in use they are stored in space provided by the State. In the event that the tools of an Automotive Mechanics, Heavy Vehicle and Equipment Technicians, Welder/Fabricators or Field Heavy Vehicle and Equipment Technicians are covered by warranty, the warranty shall be used in lieu of State payment to the extent of the warranty coverage.

Any tools which can be said to be unusual, and not regularly used by the employee, but nevertheless required to perform work on certain kinds of vehicles, upon submission of request and approval by the appropriate supervisor, shall be provided to the particular Automotive Mechanic, Heavy Vehicle and Equipment Technician, Welder/Fabricators and Field Heavy Vehicle and Equipment Technician. Such tools shall be and remain the property of the State.

The State shall provide Automotive Mechanic Is, Automotive Mechanic IIs, Heavy Vehicle and Equipment Technicians, Field Heavy Vehicle/Equipment Technicians, Welder/Fabricators, and Machinists who are required to provide their own tools an annual allowance of ~~four~~ twelve hundred dollars (\$4 1,200.00). The allowance shall be paid to employees on a semiannual basis, with half paid in January and half paid in July to eligible employees on the payroll at the time of the payment.

5. The State shall provide one (1) serviceable snowblower for each Ferry Service Vessel.

ARTICLE 62. STATE VEHICLES AND EQUIPMENT (SSU)

1. No employee shall be required to operate any State vehicle or equipment which is unsafe. An employee shall not be subject to any penalty or disciplinary action because of failure or refusal to operate or handle any equipment which the employee reasonably believes to be in unsafe condition. In any such circumstance an employee shall call the matter to the attention of their supervisor for proper action.

2. Other than motor vehicles, and except where employees have traditionally supplied their own tools, all employees shall be provided such equipment and tools as are reasonably necessary for their jobs, such as, drafting equipment, potato rakes, flashlights and batteries, and supplies.

3. Effective the signing of this Agreement, the State agrees to insure or indemnify each bargaining unit member for personal liability up to a total amount of three hundred thousand dollars (\$300,000) per occurrence for the personal use of a State vehicle which is authorized by this Article. The State also agrees to provide comprehensive coverage, with a fifty dollar (\$50.00) deductible, and collision coverage, with a one hundred dollar (\$100.00) deductible, for the personal use of a State vehicle which is authorized by this Article.

4. Each Ferry Service vessel shall be provided with a full complement of necessary tools.

5. Use of vehicles while on duty status:

(a) Members of the bargaining unit, while on duty, are authorized to transport members of their immediate family within their assigned area.

(b) Members of the bargaining unit may use their assigned motor vehicles for personal errands within their assigned area while on duty.

(c) Transportation, while on duty, for a member of the employee's immediate family, beyond the member's assigned area or station, shall require prior permission from the employee's immediate supervisor.

6. Use of vehicles when not on scheduled duty status:

(a) No State vehicle shall be used outside a member's assigned area when the member is not on scheduled duty status without prior approval from the appropriate appointing official of the employee's designee.

(b) Whenever a State vehicle is used by a member during a non-duty status, the member must assume an "on duty" status for the communication and operational purposes.

(c) Expenses incurred for gasoline, oil and other costs as the result of using a State vehicle under this section shall be borne by the member involved.

(d) The use of State vehicles within the provisions of this section shall be restricted to occasions that involve necessary personal business or emergencies. Such use shall be kept at an absolute minimum.

7. The State shall provide (1) serviceable snowblower for each Ferry Service vessel.

8. Tools of Automotive Mechanic Supervisors and Heavy Vehicle and Equipment Supervisors which are regularly used in the performance of work on behalf of the State and are broken, damaged, destroyed, lost or stolen while provided for such use shall, on presentation of appropriate proof to the immediate supervisor, be replaced with tools of like quality, provided that when not in use they are stored in space provided by the State. In the event that the tools of an Automotive Mechanic Supervisors or Heavy Vehicle and Equipment Supervisor are covered by warranty, the warranty shall be used in lieu of State payment to the extent of the warranty coverage.

Any tools which can be said to be unusual, and not regularly used by the employee, but nevertheless required to perform work on certain kinds of vehicles, upon submission of request and approval by the appropriate supervisor, shall be provided to the particular

Automotive Mechanic Supervisors and Heavy Vehicle and Equipment Supervisors. Such tools shall be and remain the property of the State.

Auto Mechanic Supervisors and Heavy Vehicle and Equipment Supervisors who are required to provide their own tools shall be given an annual allowance of one hundred dollars (\$100.00). The allowance shall be paid to employees on a semiannual basis, with half paid in January and half paid in July to eligible employees on the payroll at the time of the payment.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 70. WINTER ALLOWANCE (OMS)

Each MaineDOT employee ~~classified as a Transportation Worker I, II, or III within the Bureau of Maintenance and Operations~~ who has a current State of Maine Commercial Drivers' License, Equipment Certifications (patrol truck, wheeler, loader or loader backhoe) and is Snow Fighter Certified, and who operates vehicles and equipment used for snow/ice plowing and removal operations during the MaineDOT designated winter season will receive one hundred dollars (\$100.00) for each week of the designated winter season in which the employee worked any part of the week, participated in pre-storm meetings or communications, and was available for call outs. Such allowance will be paid as a lump sum at the end of the winter season. For an employee who becomes eligible during the winter season and remains through the end of the winter season, the winter allowance will be calculated from the date they became eligible. Any employee who leaves employment with the Department of Transportation before the end of the winter season is not eligible for the winter allowance.

ARTICLE 68. WINTER ALLOWANCE (SSU)

Each MaineDOT employee ~~classified as a Transportation Crew Leader or Transportation Crew Supervisor within the Bureau of Maintenance and Operations~~ who has a current State of Maine Commercial Drivers' License, Equipment Certifications (patrol truck, wheeler, loader or loader backhoe) and is Snow Fighter Certified, and who operates vehicles and equipment used for snow/ice plowing and removal operations during the MaineDOT designated winter season will receive one hundred dollars (\$100.00) for each week of the designated winter season in which the employee worked any part of the week, participated in pre-storm meetings or communications, and was available for call outs. Such allowance will be paid as a lump sum at the end of the winter season. For an employee who becomes eligible during the winter season and remains through the end of the winter season, the winter allowance will be calculated from the date they became eligible. Any employee who leaves employment with the Department of Transportation before the end of the winter season is not eligible for the winter allowance.

NEW ARTICLE. WINTER ALLOWANCE (P&T)

Each MaineDOT employee who has a current State of Maine Commercial Drivers' License, Equipment Certifications (patrol truck, wheeler, loader or loader backhoe) and is Snow Fighter Certified, and who operates vehicles and equipment used for snow/ice plowing and removal operations during the MaineDOT designated winter season will receive one hundred dollars (\$100.00) for each week of the designated winter season in which the employee worked any part of the week, participated in pre-storm meetings or communications, and was available for call outs. Such allowance will be paid as a lump sum at the end of the winter season. For an employee who becomes eligible during the winter season and remains through the end of the winter season, the winter allowance will be calculated from the date they became eligible. Any employee who leaves employment with the Department of Transportation before the end of the winter season is not eligible for the winter allowance.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 27. EMPLOYEE ORGANIZATION LEAVE (All Units)**A. Leave for MSEA-SEIU Organization Activities**

The State shall provide Employee Organization Leave without loss of pay or benefits for members and officers of the MSEA-SEIU Board of Directors to attend a maximum of nine (9) one-day meetings per year of the Board of Directors. For purposes of this Article, the Board of Directors shall consist of sixteen (16) members: twelve (12) from the Council, the President, Vice President, Secretary and Treasurer of MSEA-SEIU.

Additionally, the State shall provide one (1) day per year Employee Organization Leave with pay for up to one hundred forty-five (145) MSEA-SEIU members who have an official capacity to attend the annual MSEA-SEIU Council meeting. At MSEA-SEIU's discretion, an employee requiring two (2) days leave to attend the annual meeting may be allotted two (2) of the one hundred forty-five (145) days.

Those affected employees shall take either vacation or compensating time to attend the convention. After the convention, within ten (10) workdays, MSEA-SEIU shall furnish the Office of Employee Relations with the list of names and work locations of employees who shall be granted the one hundred forty-five days (145) allowed under this section. The State shall restore vacation and comp time credits used within ten (10) workdays of receipt of MSEA-SEIU's list of eligible employees.

Employees who have no vacation or compensating time credits shall be granted Organization Leave as currently provided. In such case, MSEA-SEIU shall provide the Office of Employee Relations with at least two (2) weeks notice of names and work locations of the affected employees. Employees requiring use of vacation or compensating time credits shall be allowed to do so as they have in the past in accordance with the Employee Organization Leave Articles of their respective contracts (i.e., not restricted by terms of Vacation or Compensating Time Articles).

B. Leave for Negotiations

Members of the MSEA-SEIU bargaining team (whose numbers shall not exceed three (3) for each unit plus the President and/or Vice President of MSEA-SEIU) shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement. Additionally, leave may be requested for other members necessary for participation on specific negotiations issues and such leave shall not be unreasonably denied.

MSEA-SEIU shall give reasonable notice to the Office of Employee Relations of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA-SEIU recognizes that exceptional circumstances might preclude the release of an individual on a particular day. The Office of Employee Relations will notify affected agencies of those individuals designated or otherwise requested to be made available on particular dates for participation in negotiations and will inform those agencies of the day, or days, when negotiations will take place.

No additional compensation shall be paid if negotiations extend beyond the end

of an employee's normal work hours. However, a good faith effort shall be made to schedule non-standard workweek employees so that their days off shall not fall on days of negotiations.

Any designated employee who has a State vehicle assigned shall be allowed to use the vehicle while traveling to and from negotiations. Such employee shall be considered to be in duty status and shall have their uniform available for necessary use.

C. Stewards and Chief Stewards

1. The Union may designate a reasonable number of employees to act as stewards and chief stewards on their behalf. A list of such employees designated as stewards or chief stewards shall be given to the Office of Employee Relations and to appropriate officials at the institution or agency levels on a quarterly basis in July, October, January and April. Such stewards or chief stewards will be allowed a reasonable amount of time away from their work without loss of pay to investigate and process grievances. A steward or chief steward will also be allowed time away from their work without loss of pay to meet with new employees within the first six (6) months of employment consistent with the Access to Employees article. Prior to leaving their workstation to attend such business, a steward or chief steward shall obtain consent of their supervisor. If operational considerations or workloads temporarily delay the release of a steward or chief steward to attend to proper duties under this Article, they will be released for such purposes as soon as practicable. Whenever a steward or chief steward works on union business and such work extends beyond the end of their normal workday, such activity shall not be considered as time worked for overtime purposes. Any travel or other expenses of stewards' or chief stewards' activities shall not be borne by the State.

2 Stewards and chief stewards shall be entitled to two (2) days of leave per year without loss of pay or benefits to participate in official MSEA-SEIU sponsored steward training. MSEA-SEIU shall provide the Office of Employee Relations with at least two (2) weeks' notice of names and work locations of the stewards and chief stewards participating. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

D. MSEA-SEIU Grievance Committee

MSEA-SEIU grievance committee members traveling one hundred (100) miles or more to grievance committee meetings shall be entitled to leave without loss of pay or benefits for actual and necessary travel time. The State shall provide up to eight (8) days for each of six (6) grievance committee members, leave of absence without loss of pay or benefits, to serve on behalf of the three (3) employee bargaining units (Admin; OMS and P&T). Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

E. Travel Time

Leave provided in paragraphs A and B of this Article shall apply to and cover actual and necessary travel to and from such meetings required during normal working hours on the day of the meeting or negotiations, except that MSEA-SEIU bargaining team members.

traveling 100 miles or more to negotiations shall be entitled to travel time outside of days of negotiations.

F. Leave for MSEA-SEIU Organizing and Advocacy Activities

An employee may request a four (4) week / twenty-eight (28) calendar day continuous leave of absence for Union organizing and advocacy activities. Such request may be approved or denied at the discretion of the State and in no case be granted more often than once in two years. The request shall be made in writing, which includes by email, to the manager and department Human Resources Director and must include the start and end dates of the requested leave. This leave of absence shall be unpaid by the State, unless the employee chooses to utilize available vacation, compensatory time, and/or personal leave. The department Human Resources Director shall inform the Office of Employee Relations of any leave granted under this language.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 29. FACILITIES (OMS; SSU)

A. Ferry Service Relief Crew Facilities

1. Each house or building shall be adequately furnished with clean furnishings in good repair. Facilities provided shall be clean and sanitary to the extent necessary and practicable. Each house or building shall be equipped with a properly functioning television set and basic satellite or cable TV service. It shall be the responsibility of Ferry Service crew members to help maintain houses and buildings in good repair. For items beyond the ability of Ferry Service Crew members to repair, they will immediately notify the employer of the deficiency. The employer shall respond within 48 hours to requests concerning failure of heating or air conditioning, indoor plumbing, electrical, as well as flooding, mold, and pest infestations and shall schedule repair as soon as appropriate repair services can be arranged.

B. Highway Crew Facilities

1. Trailers provided for highway crew shall be furnished with clean furnishings in good repair. The State shall supply cleaning materials and assign employees to maintain the trailers during working hours.

2. Highway crews shall be provided with adequate clean, sanitary facilities to the extent necessary and practicable.

3. Highway crews shall continue to be provided with the materials to build lockers during working time for storage of personal property.

ARTICLE 29. FACILITIES (Pro Tech)

Ferry Service Relief Crew Facilities

Each house or building shall be adequately furnished with clean furnishings in good repair. Facilities provided shall be clean and sanitary to the extent necessary and practicable. Each house or building shall be equipped with a properly functioning television set and basic satellite or cable TV service. It shall be the responsibility of Ferry Service crew members to help maintain houses and buildings in good repair. For items beyond the ability of Ferry Service Crew members to repair, they will immediately notify the employer of the deficiency. The employer shall respond within 48 hours to requests concerning failure of heating or air conditioning, indoor plumbing, electrical, as well as flooding, mold, and pest infestations and shall schedule repair as soon as appropriate repair services can be arranged.

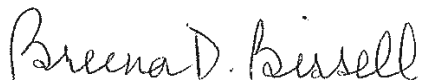
ARTICLE 29. FACILITIES (Admin)

A. Ferry Service Relief Crew Facilities

4. Each house or building shall be adequately furnished with clean furnishings in good repair. Facilities provided shall be clean and sanitary to the

extent necessary and practicable. Each house or building shall be equipped with a properly functioning television set and basic satellite or cable TV service. It shall be the responsibility of Ferry Service crew members to help maintain houses or buildings in good repair. For items beyond the ability of Ferry Service Crew members to repair, they will immediately notify the employer of the deficiency. The employer shall respond within 48 hours to requests concerning failure of heating or air conditioning, indoor plumbing, electrical, as well as flooding, mold, and pest infestations and shall schedule repair as soon as appropriate repair services can be arranged.

Tentatively Agreed to on _____ 12/13 _____, 2023:



For the State
Breena D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

**MEMORANDUM OF AGREEMENT
COMPREHENSIVE REVIEW OF CLASSIFICATION AND COMPENSATION
SYSTEM**

The parties agree that the Classification and Compensation study first agreed to on June 25, 2019, and extended on August 17, 2021, will be completed and implemented as required under PL2023, C412, Part UUU.

The State commits to the use of funding available through the salary plan for implementing recommendations from the Classification and Compensation study in 2024. The ability to utilize the salary plan and/or any other funding requires authorization by the legislature.

No employee shall have their salary reduced as a result of the implementation of this study.

~~A good faith effort shall be made to have the Classification and Compensation study completed by March 31, 2022. If the study is not complete at this time, the parties agree that the Commissioner of Administrative and Financial Services shall report to the committee of the Legislature having jurisdiction over state and local government matters on the current status of the study, including providing an estimated completion date. Once completed, the Commissioner of Administrative and Financial Services shall report the findings of the study, together with any recommendations, to MSEA. The parties agree to jointly release the report, together with any recommendations, to the committee of the Legislature having jurisdiction over state and local government matters. The State agrees that within one hundred twenty (120) calendar days after the completion of the study, the Commissioner of Administrative and Financial Services will provide to the committee of the Legislature having jurisdiction over state and local government matters a plan to address any and all recommendations arising out of the study.~~

Agreed to on 08-17-2024

For MSEA-SEIU
Anne Macri
Chief Negotiator

For the State
Julie Armstrong
Chief Negotiator

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

MEMORANDUM OF AGREEMENT EDUCATION IN THE UNORGANIZED TERRITORIES**A. Individual School Years**

1. Individual school year work schedules shall be formulated prior to the beginning of each school year, but no later than September 1 of each year.
2. The base number of contract days for teachers will equal the sum of the following:
 - a. The number of student days;
 - b. Six (6) workshop days;
 - c. 19 additional work days as outlined in the individual school year work schedule.
3. The base number of contract days for office support positions will equal the sum of the following:
 - a. The number of student days;
 - b. 10 days prior to the first student day of the school year;
 - c. 8 days after the last student day of the school year
4. For all other classifications, current practices regarding non-student days shall continue.
 - a. Bus drivers shall be compensated at their regular hourly rate for reasonable and necessary time required for cleaning and maintenance of busses or any required training.

B. Labor Management Committee

A Labor Management Committee is established with the Department of Education to review and discuss the classification Teacher Aide and the need, if any, for Teacher Aides to work additional days prior to the start of and after the end of student days.

Additionally, the Labor Management Committee will review and discuss compensation for teachers and teacher aides employed in After School and /or Summer School Programs and annualization of pay for seasonal employees who work the school year schedule.

The Committee shall consist of one representative from each school in the Unorganized Territory and an equal number from management. Meetings shall be held at least quarterly, committee members may participate in the work of the Committee during working hours without loss of pay or benefits.

Recognizing the distance between individual schools and to encourage full participation by all parties; meeting will be held via video conferencing with the acknowledgement of the occasional need for inperson meetings to be held in a centralized location.

The Committee will be responsible for providing any recommendation(s) to the parties by August ~~December~~ December 1, 2024.

Any action taken by the committee will be by mutual agreement and with approval of the State Office of Employee Relations and MSEA-SEIU. The Labor Management Committee has no authority to add to, delete from or otherwise modify this agreement.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

**MEMORANDUM OF AGREEMENT
MEDICAL EXAMINER ASSISTANTS**

The parties agree to extend the previously established a one-year pilot to include standby pay for Medical Examiner Assistants as in order to evaluate its efficiency and effectiveness. Unless the parties mutually agree to further extend the pilot, it will end on June 30, ~~2022~~ 2025, and revert back to the ~~current~~ 2019-2021 contract language, which is set forth below following the language establishing this pilot.

Language Establishing the Pilot:

1. Medical Examiner Assistants' Work Schedules

The Medical Examiner Assistants shall be scheduled to work forty (40) hours each week.

The Medical Examiner Assistants will schedule their hours of work per day based on operational needs and activity levels by mutual agreement with their immediate supervisor. The normal workday shall include all official duties, including business phone calls and report writing. Any need to work beyond forty (40) hours a week or eight (8) hours in a day or over their regularly scheduled hours must be approved by the employee's supervisor prior to the employees performing the work.

The State Medical Examiner shall have the right to change the work schedule/work assignment of any Medical Examiner Assistant when in their opinion it is necessary to do so to ensure adequate coverage and operational needs. The right to alter work or work assignments within a workday or workweek and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by Article 33, Hours and Work Schedules, of the current contract.

Management retains the right to relieve employees from duty because of excessive hours worked.

2. Application of Contract Provisions

The parties agree that the following contract provisions shall not apply to these employees:

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments
- f. Standby

3. Modification of Contract Language

The parties agree that the language in the following Sections, 3a - 3c, shall be substituted for language in the current contract with respect to medical Examiner Assistants:

Overtime - substituted by overtime language in this Agreement;

Call Out - substituted by call out language in this Agreement;

Holiday - substituted by holidays language in this Agreement;

Standby- substituted by standby language in this Agreement.

3a. Overtime

An employee shall be compensated at the rate of one and one-half (1½) times the hourly rate of pay after actually working eight (8) hours in any day, or after their regular scheduled hours if greater, or forty (40) hours of actual work in any workweek. In lieu of premium pay employees may, upon mutual agreement, receive compensating time at the rate of one and one-half (1 ½) hours of compensating time for each hour of overtime worked.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

3b. Call Out

Any employee called out for work outside of and not continuous with the employee's regular hours will be paid a minimum of four (4) hours of compensating time or compensating time at the appropriate rate for the hours spent on the call out whichever is greater. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of the employee's workday and who continues to work that day or to an employee held over at the end of their regular workday.

3c. Holidays

Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

In addition to regular pay for holidays, when an employee is required to work on a holiday, the employee will be given one and one-half (1½) hours of compensating time for each hour worked on the holiday.

3d. Standby

Employees who are scheduled to be available on weekends shall be paid five (5) hours of standby pay (16% of the employee's regular hourly rate) for each weekend day the employee is assigned to standby.

Employees who are scheduled to be available on holidays shall be paid five (5) hours of standby pay (16% of the employee's regular hourly rate) for each holiday the employee is assigned to standby.

Current Language of the 2019-2021 Professional and Technical Services CBA to which the parties would revert should the pilot not be extended:

MEMORANDUM OF AGREEMENT

MEDICAL EXAMINER ASSISTANTS

1. Medical Examiner Assistants' Work Schedules

The Medical Examiner Assistants shall be scheduled to work forty (40) hours each week. They shall be guaranteed the opportunity to work 4.33 hours of overtime each week.

The Medical Examiner Assistants will schedule their hours of work per day based on operational needs and activity levels by mutual agreement with their immediate supervisor. The normal workday shall include all official duties, including business phone calls and business visits at home, report writing, actual and necessary travel time from their official headquarters or residence whichever is nearer, etc.

Any need to work beyond 44.33 hours a week must be approved by the employee's supervisor prior to the employee performing the work.

The State Medical Examiner shall have the right to change the work schedule/work assignment of any Medical Examiner Assistant when in their opinion it is necessary to do so to ensure adequate coverage and operational needs. The right to alter work schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday or workweek and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by Article 33, Hours and Work Schedules, of the current contract.

Management retains the right to relieve employees from duty because of excessive hours worked.

2. Application of Contract Provisions

The parties agree that the following contract provisions shall not apply to these employees:

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments

3. Modification of Contract Language

The parties agree that the language in the following Sections, 3a – 3c, shall be substituted for language in the current contract with respect to Medical Examiner Assistants:

Overtime – substituted by overtime language in this Agreement;
Call Out – substituted by call out language in this Agreement; and
Holiday – substituted by holidays language in this Agreement.

3a. Overtime

An employee shall be compensated at the rate of one and one-half (1 ½) times the hourly rate of pay after actually working forty (40) in a week, for the first 4.33 hours in a week. After the employee has actually worked 44.33 hours in a week, the employee shall be compensated at the rate of one and one-half (1 ½) hours of compensating time for each hour worked. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1 ½) hours times the base hourly rate of pay for such overtime hours. The State Medical Examiner at the employee's option and at any time may pay an employee for any or all of that employee's accumulated compensating time, which payment shall be at the employee's base hourly rate in effect at the time of payment.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

3b. Call Out

Any employee called out for work outside of and not continuous with the employee's regular hours will be paid a minimum of four (4) hours of compensating time or compensating time at the appropriate rate for the hours spent on the call out whichever is greater. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of the employee's workday and who continues to work that day or to an employee held over at the end of their regular workday.

3c. Holidays

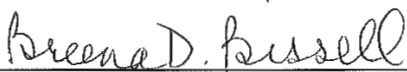
Employees have the following paid holidays: New Year's Day, Martin Luther King

Day, Presidents 'Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Veterans 'Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

In addition to regular pay for holidays, when an employee is required to work on a holiday, the employee will be given one and one-half (1 ½) hours of compensating time for each hour worked on the holiday.

Tentatively Agreed to on 12/13, 2023:



For the State
Breana D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

PREAMBLE

Whereas, the Executive Branch of the State of Maine (hereinafter referred to as "State" or "employer") and the Maine Service Employees Association, Service Employees International Union, Local 1989 (hereinafter referred to as "MSEA-SEIU") 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 State; and to establish an equitable and peaceful procedure for the resolution of differences;

Therefore, this Agreement by and between the parties is entered into as of October 8, 2024 (updated once ratified).

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

Bissell, Breena

S-2 withdrawn
commitment below

Subject: FW: Responses to your questions

Everything removed except response related to S-2 Access to Employees

From: Angela MacWhinnie <Angela.MacWhinnie@mseaseiu.org>

Sent: Monday, December 11, 2023 9:48 PM

To: Bissell, Breena <Breena.Bissell@maine.gov>; Rebekah Smith <rsmith@seventreesolutions.com>

Cc: Lindsey Bigelow <lindsey.bigelow@mseaseiu.org>

Subject: Responses to your questions

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here are some responses to your questions:

S-2 and U-20: As part of our upcoming training and check ins with staff and member leaders who do new employee orientations, I able to commit to discussing encouraging membership, positive encouragement of their role as state workers and the work of the state. And as committed before, if a concern is raised, happy to address it. Hopefully that satisfies the concern. If the state is now prepared to withdraw S-2, if so we will be prepared to withdraw u-20.

Angela



12/13/2023

BDB
12/13/2023

ARTICLE 12. COMPUTER/VIDEO INTERFACE OPERATORS

1. No employee shall be required to work more than two (2) continuous hours on a video display terminal. Employees whose job assignment requires them to work on VDT's should be assigned other work or activities for thirty (30) minutes for each two (2) hours of continuous work on the terminals. Rest and meal periods shall be counted toward the thirty (30) minutes.

~~2. Any employee who is newly assigned to a position, which by actual work consists of at least eighty percent (80%) VDT operation, including alternate work time under paragraph 1 of this Article, shall be entitled to be examined by an eye doctor within sixty (60) days of the employee's assignment to the position. The State will reimburse the employee for any cost of the eye exam that is not covered by health insurance.~~

~~3. All employees who spend at least eighty percent (80%) of their time operating VDT's, including alternate work time under paragraph 1 of this Article, shall be entitled to be examined by an eye doctor annually. All employees receiving eye examinations pursuant to this Article must provide the State with medical releases. Employees shall be given a report form to be completed by the eye doctor and returned to the agency Personnel Officer. The State will reimburse the employee for any cost of the eye exam that is not covered by health insurance.~~

4. 2. Employees who spend at least eighty percent (80%) of their time operating VDTs, who provide documentation of an receiving such annual eye examinations, shall receive be reimbursed for the cost of the eye exam that is not covered by health insurance and up to one hundred dollars (\$100.00) toward the cost of regular corrective lenses or glasses needed by the employee as indicated on the report form of the doctor. Employees who require bifocal, trifocal or progressive lenses shall receive up to one hundred fifty dollars (\$150.00) for the cost of such corrective lenses or glasses needed by the employee as indicated on the report form of the doctor.

5. ~~3.~~ It is understood that those employees at the Bureau of Motor Vehicles and the Maine State Archives whose primary responsibilities are microfilming records and documents and/or examining records or documents on microfilm or microfiche are eligible for the benefits provided under this Article.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 13. CONCLUSION OF NEGOTIATIONS

A. The State and MSEA-SEIU agree that this Agreement concludes all collective negotiations during its term. Neither party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them.

B. Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement.

C. This is the entire Agreement between the parties and terminates any other written agreements in place prior to the signing of this ~~2024-2023~~2025 Agreement, except those impacting only specifically named individual(s) and written agreements representing agreement between the parties relating to organizational units and/or unit divisions.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breena D. Bissell
For the State
Breena D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 36. 37. LABOR/MANAGEMENT COMMITTEES**A. Statewide**

There shall be established a Labor/Management Committee comprised of five (5) members appointed by MSEA-SEIU (MSEA-SEIU president or designee and one (1) representative from each of the bargaining units) and five (5) members selected by the Governor to address workplace concerns or other matters assigned to the committee with the approval of the State Office of Employee Relations and MSEA-SEIU. The committee will be co-chaired by labor and management, and the chairs will agree on an agenda before each meeting.

Meetings will be held periodically, although either chair may call special meetings with the concurrence of the other chair. There should be at least two (2) meetings each year. Committee members may participate in Committee meetings during working hours without loss of pay or benefits including necessary travel time.

Any action taken by the committee will be by mutual agreement and approval by the State Office of Employee Relations and MSEA-SEIU. The labor/management committee has no authority to add to, delete from, or modify this agreement or requirements established by statewide policy.

The parties may mutually agree to establish additional statewide Labor/Management Committees as needed to address workplace concerns on a statewide basis, which impact multiple Departments.

These individual committees will be established by Memorandum of Agreement and each Agreement will specify the purpose of the Committee, the membership design of the Committee, to include members appointed by MSEA-SEIU and members appointed by the State Office of Employee Relations, and the frequency of the meetings.

All committee members may participate in the work of the committee during working hours without loss of pay or benefits including necessary travel time, during the employees' regularly scheduled work hours/day to attend meetings and preparatory meetings.

Any Labor/Management Committee established under this Article has no authority to add to, delete from, or modify this agreement.

B. Department Labor/Management Committee

Departments will establish Departmental/Agency Labor/Management Committees to provide a problem solving setting to deal with day-to-day problems or concerns regarding the workplace, or other matters assigned to the committee with the approval of the State Office of Employee Relations and MSEA-SEIU. One sStanding an agenda items for Committee meetings will be (a) plans to contract out work that was previously or is currently performed by bargaining unit members; and (and (b) Diversity Equity and Inclusion (DEI) related updates provided by one or more representatives from the State's Bureau of Human Resources. The parties acknowledge DEI requires thoughtful engagement; both parties commit to a respectful, healthy, and process-focused dialogue.

Generally there will be a total of between four (4) and six (6) representatives appointed each by MSEA-SEIU and management including at least one (1) labor representative from each affected bargaining unit. However, a proportional number of

members will be allowed for smaller agencies. The committee will be co-chaired by labor and management (Department Head or Commissioner or designee). The chairs will agree on an agenda before each meeting.

Meetings will be held periodically, although either chair may call special meetings with the concurrence of the other chair. Generally, there should be at least four (4) meetings each year. All committee members may participate in the work of the committee during working hours without loss of pay or benefits including necessary travel time, during the employees regularly scheduled work hours/day to attend meetings and preparatory meetings. Any action taken by the committee will be by mutual agreement.

The labor/management committee has no authority to, add to, delete from, or modify this agreement or requirements established by statewide policy.

C. Building Safety

There shall be a Labor/Management Committee concerning the safety of State Buildings. The Committee shall be made up of one (1) representative from each of the following bargaining units: Representing Labor - Administrative Services; Operations, Maintenance and Support Services; ~~Law Enforcement~~; Professional and Technical Services; Supervisory Services; and Law Enforcement Unit ~~Institutional Services~~; and ~~State Police Unit~~ and an equal number of management representatives selected by the Governor. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

D. Employee Health

There is established by law (Title 5, Chapter 13, Subchapter II, Section 285-A) the State Employee Health Commission. The State Employee Health Commission may also conduct the work of the Labor/Management Committee for Employee Assistance Program. Commission members who are covered by this agreement may participate in the work of the Commission during work hours without loss of pay and benefits.

~~E. Layoffs in the Event of Budget Shutdown~~

~~There shall be a Labor/Management Committee established to make recommendations concerning layoffs in the event of a state or federal budget shutdown. The Committee shall be made up of one (1) representative from each of MSEA-SEIU's bargaining units and an equal number of management representatives selected by the Governor. The Committee shall report recommendations to the parties by July 1, 2022. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.~~

~~F. Medical Examiner Assistants~~

~~A Labor/Management Committee is established with the Office of the Attorney General to review and discuss the 2021-2022 pilot program under the Memorandum of Agreement for Medical Examiner Assistants. The Committee shall consist of up to three (3) representatives from labor, including Medical Examiner Assistants, and an~~

~~equal number from management. The Committee will be responsible for providing any recommendations to the parties within sixty (60) days of completion of the pilot program. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.~~

~~Any action taken by the Committee will be by mutual agreement and approval of the State Office of Employee Relations and MSEA-SIEU. The labor/management committee has no authority to add to, delete from, or modify this agreement.~~

G. E Standby for OIT Employees

A Labor/Management Committee is established with the Office of Information Technology to review and discuss standby compensation and assignment practices for OIT employees. The Committee shall consist of up to two (2) representatives from each bargaining unit and an equal number from management. The Committee will be responsible for providing any recommendations to the parties by July 1, 2022~~4~~. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

Any action taken by the Committee will be by mutual agreement and approval of the State Office of Employee Relations and MSEA-SIEU. The labor/management committee has no authority to add to, delete from, or modify this agreement.

H. F Child Care Benefits

A Labor/Management Committee on Child Care Benefits comprised of one (1) representative from each of MSEA's bargaining units appointed by MSEU-SEIU and an equal number of management members appointed by the Governor shall be established to review participation and cost data from the 2023 child care reimbursement after it occurs in 2024 in order to determine if the total reimbursement amount exceeds \$75,000; and if not, make recommendations for a pilot program for the 2024 child care reimbursement to achieve a total reimbursement amount closer to \$75,000 to be paid in 2025. Whether or not there is a pilot program for the 2024 child care reimbursement, the committee may continue to meet through June 30, 2025, in order to make recommendations to the parties on options for assisting employees with child care costs for consideration in bargaining for the next successor agreement. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

Any action taken by the Committee will be by mutual agreement and approval of the State Office of Employee Relations and MSEA-SIEU. The labor/management committee has no authority to add to, delete from, or modify this agreement.

G. Flexible Work Schedules Language

A Labor/Management Committee is established to review the recommendations of the 2006 Labor/Management Committee on Flexible Work Schedules and the Human Resources Memorandum on Alternate Work Schedules and discuss recommendations to improve flexible scheduling. The Committee shall discuss potential options for including language on flexible work schedules into the body of the collective bargaining agreements. The

Committee shall consist of one representative from each bargaining unit appointed by MSEA-SEIU and an equal number from management. The Committee will be responsible for providing any recommendations to the parties by December 1, 2024. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

Any action taken by the Committee will be by mutual agreement and approval of the State Office of Employee Relations and MSEA-SEIU. The labor/management committee has no authority to add to, delete from, or modify this agreement.

H. Telework

A Labor/Management Committee on Telework comprised of one (1) representative from each of MSEA's bargaining units appointed by MSEA-SEIU and an equal number of management members appointed by the Governor shall be established to review available data, information, and policies related to telework in Maine state government. The committee may make recommendations to the State for consideration in policy changes and/or make recommendations to the parties for bargaining the next successor agreement. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

Any action taken by the Committee will be by mutual agreement and approval of the State Office of Employee Relations and MSEA-SEIU. The labor/management committee has no authority to add to, delete from, or modify this agreement.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breana D. Bissell Angela MacWhinnie

For the State
Breana D. Bissell
Chief Negotiator

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 41. 42. MILITARY LEAVE

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without loss of pay, and shall accrue sick and ~~annual~~ vacation leave and seniority during periods of military training that do not exceed seventeen (17) workdays in any calendar year.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 61. 62. SICK LEAVE (both versions)

1. Sick leave may be used for illness, necessary medical or dental care, or other disability of the employee or a member of the employee's immediate family which requires the attention or presence of the employee. Immediate family as used in this Article shall mean the spouse or significant other, the parents of the spouse or significant other, the children of the spouse or significant other, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents and grandchildren of the employee. For the purposes of this Article, "significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and they must be living together in a shared primary residence. This relationship must have existed for at least six (6) continuous months before benefits under this Article may be provided.

Employees are encouraged to consult with their agency/department Personnel Officer Human Resources Office to determine if they are eligible for benefits available under the State or Federal Family and Medical Leave Act, which will be administered on a rolling year basis effective after the implementation of the new HRMS but no sooner than January 2025. Prior to implementation of the rolling year for Family Medical Leave (FML), the State will meet with representatives from MSEA to explain and discuss the transition from calendar year to rolling year. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive workdays, or because of repeated absences on days preceding or days following a holiday or weekend. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell

For the State
Breana D. Bissell
Chief Negotiator

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 73. 74. 76. TERM OF AGREEMENT

This Agreement shall be effective from ~~October 8, 2024~~ (to be updated after ratification) through June 30, 2023 2025, unless otherwise specifically provided herein. However, if the agreement is ratified prior to the effective date of the contract funding legislation, all cost items negotiated in this Agreement shall be effective on the effective date of such legislation. Either party shall give sixty (60) days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

Provided, however, that the terms and conditions of this Agreement shall remain in full force and effect after the expiration date of this Agreement and during the period of collective bargaining negotiations for a new Agreement, until such time as a new Agreement is arrived at, except that if either party desires to terminate the Agreement after the Agreement's expiration date, it may provide written notice to the other party following the expiration date and not less than sixty (60) days prior to the desired termination date.

Tentatively Agreed to on _____ 12/13 _____, 2023:

Breena D. Bissell
For the State
Breena D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

**MEMORANDUM OF AGREEMENT
TRIAL PERIOD FOR STATE PARK
PASSES**

The parties agree to a trial period for State Park access for active state employees through June 30, 2021. During this trial period:

- ~~State employees are entitled to free day use of State Parks operated by the Department of Agriculture, Conservation and Forestry (this does not include Baxter State Park). This free access is for employees only. Any non-employee in the vehicle will pay according to the normal rate schedule. This day use does not cover fees for camping.~~
- ~~The free day use for state employees will be available only from Memorial Day to Labor Day and will exclude holidays and weekends.~~
- ~~Employees must have and show a current state employee ID badge; no exceptions.~~
- ~~This free day use does not guarantee access to a State Park which is closed to visitors for any reason.~~
- ~~The trial period ends June 30, 2021.~~

Agreed to on 6/25/2019

For the State
Breana D. Bissell
Chief Negotiator

For MSEA SEIU
Anne Macri
Chief Negotiator

Tentatively Agreed to on 12/13, 2023:

Breana D. Bissell
For the State
Breana D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

NEW

Article 10. Compensation

R. X. W. Multilingual Stipend

Employees who are certified to communicate in one or more languages other than English, to include American Sign Language (ASL), as part of their assigned duties or to assist as needed in the workplace, will receive a Multilingual Stipend of one dollar (\$1.00) per hour to the base. The departmental Human Resources Director shall certify employees eligible to receive this stipend, consistent with the process determined by the Bureau of Human Resources.

Tentatively Agreed to on 12/13, 2023:

Breena D. Bissell
For the State
Breena D. Bissell
Chief Negotiator

Angela MacWhinnie
For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

**MEMORANDUM OF
AGREEMENT CONSOLIDATION TO
ONE PAY CYCLE**

In acknowledgment of the State’s goal to consolidate all Executive Branch employees onto one pay cycle during this contract term, the parties agree to the following:


1. The State shall notify MSEA no later than ninety (90) calendar days in advance of the expected date of the final paycheck that will be paid on Cycle B;
2. During the notice period, the parties will negotiate over the impact of the transition, with the intent of ensuring a smooth transition, consistency, comprehensive communication and minimal financial impact on affected employees;
3. MSEA shall be represented in these negotiations by a team made up of the President and Vice President or their designee(s) and one (1) representative from each bargaining unit. MSEA’s team members may participate on work time without loss of pay or benefits;
4. The parties shall make their best efforts to conclude such negotiations at least thirty (30) calendar days in advance of the expected date of the final paycheck that will be paid on Cycle B;
5. Should there be an anticipated extension or delay of the original date, the State shall notify MSEA within five (5) work days of learning of the extension or delay and all dates in this MOA shall be extended by the amount of the extension/delay.

~~Agreed to on 05/19/2021~~

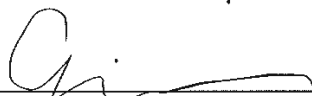
~~For MSEA-SEIU
Anne Macri
Chief Negotiator~~

~~For the State
Julie Armstrong
Chief Negotiator~~

Tentatively Agreed to on _____ July 25 , 2023:



For the State
Breena D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 15. CONTRACTING OUT

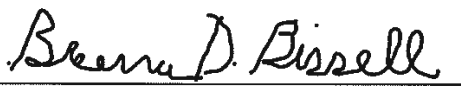
If the State contracts out work normally performed by employees within this unit, and if the contracting out results in the elimination of jobs within the unit, the State will negotiate the impact of the contracting on the affected employees. Negotiations, if demanded, will occur no longer than a sixty (60) day period prior to implementation of the layoff. If the parties have not reached agreement within the sixty (60) day period, the obligation to bargain shall continue.

In addition, the State shall assist those employees whose jobs are eliminated by such actions to find other employment. The resources of the Bureau of Human Resources, the Department of Labor and the affected department shall be used in coordination with MSEA-SEIU to help the affected employees secure employment inside or outside of State government. When an employee receives notice that the employee is being displaced as a result of contracting out, the State and MSEA-SEIU will exchange information on vacancies which can be useful in assisting the affected employee find employment. Appropriate preference shall be given affected employees for placement in State service.

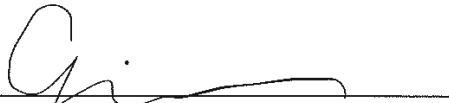
Electronic Listing of Contracts:

The state shall maintain an online link through which MSEA-SEIU can access information on service contracts that includes, department code, vendor name, service name, start and end date of contract, contract amount, and encumbered date. If the link is not functioning, the State will provide MSEA-SEIU, on a monthly basis, with an electronic listing of service contracts reviewed in the prior month by the Division of Purchases. The report will include department code, vendor name, service name, start and end date of contract, contract amount, and encumbered date.

Tentatively Agreed to on _____ Aug 3rd _____, 2023:



For the State
Breena D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

NEW ARTICLE - STUDENT LOAN INFORMATION

The State of Maine and MSEA-SEIU commit to provide information and assistance to employees in the following ways will assist staff in the following steps:

1. Employees participating in the Public Service Loan Forgiveness (PSLF) program will continue to be assisted by an employee's their Human Resources Office to certify and recertify employment for the PSLF Employment Certification as well as other documents that may be required for loan forgiveness.
2. The Employer State will provide employees with information about organizations providing student loan education and other student loan services, such as the Finance Authority of Maine (FAME) who provide loan education and other assisted student loan service.
3. ~~The Employer and the Union will partner to~~ Both the State and MSEA-SEIU will make student loan counseling and/or student loan programs information available by a professional agreed upon by both parties to employees at least once every 6 months. The parties may partner to provide this counseling and/or information.
4. Information about available resources for student loan counseling and loan programs will be planned and begun upon ratification of the 2023-2025 Agreement.

Tentatively Agreed to on 8/31/2023:

Breena D. Bissell

For the State
Breena D. Bissell
Chief Negotiator

Angela MacWhinnie

For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 58. 59. SENIORITY

E. F. Filling of Direct Hire Vacancies

In the event of a vacancy in a direct hire position, positions shall be filled on the basis of: first, ability and qualifications to perform the duties of the classification and second, where the "first" is equal among two or more employees, seniority will govern.

All job vacancies shall be posted in the applicable department, agency, organizational unit or unit division for ten (10) workdays. Notice of vacancies shall include the full particulars of the positions, including a job description, job location, pay rate, required qualifications and requirements for applying. Any employee wishing to be considered for the applicable position shall file an application as directed in the posting ~~written, dated application with the employee's appointing authority or designee~~ within the posting period. Employees in a department or agency who are in the same classification who apply for transfer into a vacancy shall be offered the opportunity to interview for such vacancy. Job posting notices shall indicate the name and title of the person to whom applications should be submitted. Seasonal and part-time employees shall have the right to apply for full-time vacancies and shall be given consideration in accordance with their abilities, qualifications and seniority.

Upon promotion an employee shall be entitled to return to the employee's former position voluntarily within thirty (30) days of promotion; otherwise voluntary demotion rules will apply. If an employee exercises these return rights, the State at its discretion may hire, consistent with the other terms of this article, from the previous group of applicants rather than repost the position. Employees promoted under the provisions of this Article will be in a probationary status for a period of six (6) months from the effective date of the promotion. Such probationary period may be extended for just cause for an additional six (6) months. During such period the employee may be removed from the position promoted to for failure to fulfill the duties of the position. In such case the employee shall be returned to their former position if the employee so desires. An employee filling a position created by the promotion shall be likewise entitled to return to their former position.

No grievance may be filed by or on behalf of a candidate with less seniority than the selected candidate, if the grievance alleges that the senior candidate was selected in violation of the provisions of this Article.

[Additional language in Pro Tech does not change]

Tentatively Agreed to on _____ 12/13 _____, 2023:

/s/ Breena D. Bissell

For the State
Breena D. Bissell
Chief Negotiator



For MSEA-SEIU
Angela MacWhinnie
Chief Negotiator

ARTICLE 58. 59. SENIORITY**F. G. Promotions, Demotions and Transfers (Admin; Pro Tech; SSU)**

An employee who promotes to a position in a higher pay grade shall have their rate of pay adjusted to the lowest rate in the new grade which is at least ~~five~~ **seven** percent (~~5~~ **7**%) higher than the rate in the class from which promoted. The percentage will be calculated as ~~five~~ **seven** percent (~~5~~ **7**%) of the base rate plus the following pay premiums, when applicable: scheduled overtime (when part of an employee's negotiated work schedule; if an employee promotes into a position with more scheduled overtime than the promoted-from position, the extra scheduled hours shall not count towards the five percent (5%) pay increase; for example, when an employee promotes from a position with 2.5 hours of negotiated scheduled overtime to a position with 4.0 hours of negotiated scheduled overtime, calculations will be based on 2.5 hours of scheduled overtime for both positions); medication administration stipend; **recruitment and retention stipend; market pay adjustment;** appropriate state-paid retirement differential; and institutional stipend, provided that the employee is permanently assigned to work in a Correctional or Mental Health Institution. Notwithstanding the foregoing, the Director of the Bureau of Human Resources may consider exceptions pursuant to Civil Service Rules.

An employee who demotes to a lower pay grade shall have their rate of pay adjusted to the highest rate in the new pay grade which is lower than the rate of the class from which the employee left, considering the same pay components listed above.

When an employee transfers (remains in the same pay grade) and remains within the same or equivalent salary schedule, their rate of pay will remain the same.

When an employee transfers (remains in the same pay grade), but moves from one salary schedule to another dissimilar salary schedule, their rate of pay will be adjusted to the closest step in the new salary schedule that does not result in a loss of pay, considering the same pay components listed above.

When an employee transfers (remains in the same pay grade) from any other bargaining unit to the Supervisory Services bargaining unit, their rate of pay will be adjusted to one step higher than the closest step in the new salary schedule that does not result in a loss of pay, considering the same pay components listed above.

Determining the appropriate salary step upon promotion, demotion, or transfer may not result in a salary that is greater than the maximum or less than the minimum rates established in the salary schedule for the new classification.

An employee who transfers to another position must remain in that position a minimum of six (6) months before the employee is eligible to apply for another transfer. This requirement does not apply to seasonal employees.

G. Promotions, Demotions and Transfers (OMS)

An employee who promotes to a position in a higher pay grade shall have their rate of pay adjusted to the lowest rate in the new grade which is at least ~~five~~ **seven** percent (~~5~~ **7**%) higher than the rate in the class from which promoted. The

percentage will be calculated as ~~five~~ **seven** percent (~~5~~ **7**%) of the base rate plus the following pay premiums, when applicable: scheduled overtime (when part of an employee's negotiated work schedule; if an employee promotes into a position with more scheduled overtime than the promoted-from position, the extra scheduled hours shall not count towards the ~~five~~ **seven** percent (~~5~~ **7**%) pay increase; for example, when an employee promotes from a position with 2.5 hours of negotiated scheduled overtime to a position with 4.0 hours of negotiated scheduled overtime, calculations will be based on 2.5 hours of scheduled overtime for both positions); medication administration stipend; **recruitment and retention stipend; market pay adjustment;** appropriate state-paid retirement differential; and institutional stipend, provided that the employee is permanently assigned to work in a Correctional or Mental Health Institution. Notwithstanding the foregoing, the Director of the Bureau of Human Resources may consider exceptions pursuant to Civil Service Rules.

An employee who demotes to a lower pay grade shall have their rate of pay adjusted to the highest rate in the new pay grade which is lower than the rate of the class from which the employee left, considering the same pay components listed above.

When an employee transfers (remains in the same pay grade) and remains within the same or equivalent salary schedule, their rate of pay will remain the same.

When an employee transfers (remains in the same pay grade), but moves from one salary schedule to another dissimilar salary schedule, their rate of pay will be adjusted to the closest step in the new salary schedule that does not result in a loss of pay, considering the same pay components listed above.

When an employee transfers (remains in the same pay grade) from any other bargaining unit to the Supervisory Services bargaining unit, their rate of pay will be adjusted to one step higher than the closest step in the new salary schedule that does not result in a loss of pay, considering the same pay components listed above.

Determining the appropriate salary step upon promotion, demotion, or transfer may not result in a salary that is greater than the maximum or less than the minimum rates established in the salary schedule for the new classification.

Tentatively Agreed to on _____ 12/13 _____, 2023:

/s/ Breena D. Bissell

 For the State
 Breena D. Bissell
 Chief Negotiator



 For MSEA-SEIU
 Angela MacWhinnie
 Chief Negotiator