ARTICLE 9. COMPENSATION for all bargaining units
Implementation of New HRMS
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.

1. Effective with the start of the pay week commencing closest to ~~January~~ September 1, ~~2024~~2026, employees shall be provided an across-the-board salary increase of ~~six~~ four and a half percent (~~6~~4.5%) added to the base hourly rate, rounded to the nearest cent. Salary schedules shall be increased accordingly.

1.

2. Effective with the start of the pay week commencing closest to October 4, 2026, employees shall be provided a lump-sum of two thousand dollars ($2,000), less applicable payroll taxes and deductions as determined by the State's Office of the Controller.

Tentatively agreed to:

Lindsey Bigelow 8/31/2026
Lindsey Bigelow Date
MSEA Chief Negotiator

Jessica Ford 8/26/2026
Jessica Ford Date
State of ME Chief Negotiator

PRO-TECH

ARTICLE 9. COMPENSATION

F. Call Out

Any employee who is eligible for overtime who is 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 the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. Any additional call outs occurring within the same four (4) hour period shall be compensated for actual time worked at the appropriate rate. 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 or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday. ~~This section shall apply to all employees, regardless of their assigned worksite, as well as employees that live in state supplied housing.~~

For employees in the Oil and Hazardous Materials Responders I, II, or III classifications, in lieu of premium pay employees may, upon mutual agreement, take compensating time of four (4) hours or at the rate of one-and-one-half (1 ½) hours actually worked, whichever is greater.

G. Overtime

1. Excepting employees designated as non-standard, full-time employees in pay ranges 01 through 21 shall be paid one and one-half (1½) times the regular 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.

The above provisions shall apply to full-time employees working alternative compressed workweeks but shall not include other alternative work schedules such as flextime schedules, etc., or part-time employees who shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

~~Employees mandated to work on their days off shall be paid two (2) times the regular hourly rate of pay.~~

2. For those employees working extended workdays, overtime shall be calculated daily at one and one-half (1½) times the employee's regular rate of pay after the employee has actually worked more than eight (8) hours in a day or the employee's regularly scheduled workday, exclusive of scheduled daily overtime hours, whichever is greater, as follows. This provision shall not apply to employees working on alternate work schedules, or flex-time schedules.

Scheduled Workday	Overtime Begins After
8.5 hours/8.8 hours	8 hours
12.33 hours	11.43 hours
10.63 hours/11 hours	10 hours
12.25 hours	11.43 hours

12.57 hours 11.~~42~~ 43 hours

3. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall ~~be paid one and one-half times the regular hourly rate of pay after actually working forty-five (45) hours of actual work in any workweek in addition to~~ receive~~ing~~ two (2) personal leave days per year with pay, as of January 1 of each year. Employees who leave state service prior to January 30 shall not receive or be paid out any personal leave days. At the end of the calendar year, unused personal leave days may be carried over and applied toward the maximum vacation accrual.

Employees who first become eligible for personal leave days under this Article on or after July 1 of a calendar year shall receive only one (1) day for the year, instead of two (2).

Employees of the following classifications, which are eligible for overtime, shall receive to two (2) personal leave days per year with pay as of January 1 of each year:

Child Protective Services
Caseworker Correctional
Caseworker
Human Services Caseworker
Assistant Defender I
Assistant Defender II
~~Mental Health & Developmental Disabilities Caseworker~~

Commented [JF1]: This Classification no longer exists.

Employees of the following classifications, which are eligible for overtime, shall receive to one (1) personal leave day per year with pay as of January 1 of each year:

Eligibility Specialist I

Eligibility Specialist II
Human Services Enforcement Agent
Senior Human Services Enforcement Agent

Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. At the end of the calendar year, unused personal leave days may be carried over and applied toward the maximum vacation accrual.

4. Employees who are not eligible for overtime under the collective bargaining agreement, but are entitled to premium overtime after forty (40) hours of actual work because they are “non-exempt” under the Fair Labor Standards Act (FLSA), may, in lieu of premium pay, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

5. Compensating time earned by the employees described in Paragraph 5 may be accumulated up to two hundred forty (240) hours. Except where operational needs require otherwise, employees shall be entitled to use compensating time at times of their choice.

6. Any compensating time accrued by such employees will be recorded on official time reports. Such time must be used consistent with this agreement.

7. Time during which an employee is excused from work with pay under the Holidays Article, shall be considered as time worked for the purpose of computing overtime.

8. 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.

9. Human Services Caseworkers and Child Protective Caseworkers shall be compensated for hours worked at the appropriate rate for evening hours spent on the telephone in the performance of their duties. Normal supervisory procedures shall provide for the documentation of hours.

10. Salaried employees who are assigned as resident engineers, resident inspectors, assistant resident inspectors or inspectors on a construction project, (provided the contractor is working on the project that day) and salaried employees assigned to conduct materials acceptance, soil exploration, or bridge maintenance inspection, shall earn one (1) hour at straight time rate or one (1) hour compensatory time upon mutual agreement for each hour worked in the field ~~up to forty-five (45) hours, at which time the employees will earn one and one-half times the regular hourly rate, consistent with paragraph three (3)~~. Compensatory time so earned shall be used in accordance with the Compensating Time Article, except that it may only be used between the last full week in November and the first full week in March unless otherwise specifically authorized by the supervisor in charge.

11. Employees of the Department of Agriculture, Conservation and Forestry, 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.

12. Marine Resource Scientists employed by the Department of Marine Resources will be paid straight time overtime for all hours worked beyond forty (40) hours per week for the time spent on annual Trawl Survey work which is in excess of five (5) weeks. ~~Marine resource scientists employed by the Department of Marine Resources Bureau of Marine Science will be eligible for uncapped flex time (moving more than 8 hours between work weeks in a pay period) and straight overtime pay for any hours worked beyond 80 hours and up to 90 hours within pay periods when boat or aerial surveys are taking place where employees are unable to flex their time due to the extensive time to prepare, execute, and conclude fieldwork within discrete windows. Employees will earn one and one-half times the regular hourly rate after working ninety (90) hours, consistent with paragraph three (3). Overtime eligibility shall be approved and agreed upon by the employee supervisor, division director,~~

~~and the bureau director to ensure funds are available to compensate the overtime hours worked.~~

13. Department of Transportation Ferry Crews will be assigned to work eighty (80) hours in the bi-weekly pay period. Employees in the Ferry Engineer classification will be paid time and one-half for all hours worked after eighty (80) hours of actual work.

14. Senior Meteorologists at the Department of Environmental Protection will be granted one (1) hour of compensatory time for each weekend worked, for a total of no more than fifty-two (52) hours per year.

15. Hospital Nurse IIIs employed by the Department of Health and Human Services shall be eligible for premium pay (one and one-half times the regular hourly rate) for hours after actually working eight (8) hours in any day, or after their regularly scheduled hours if greater, or beyond forty (40) hours in a work week. Full-time employees working alternative schedules over the two-week pay period shall be eligible for premium pay for hours after actually working their regularly scheduled hours in a work day or beyond eighty (80) hours in the pay period. Part-time employees shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay, employees may upon mutual agreement take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

16. Employees in the classification of Oil & Hazardous Material Responder I working a standard schedule of eight (8) hours per day, forty (40) hours per week, shall be paid at one and one-half (1½) times their hourly rate of pay for each hour worked after eight (8) hours in a day.

J. Standby

1. Any employee eligible for overtime pay who is specifically directed to stand by in a specific location or locations, and who is available for immediate recall duty, shall be paid at sixteen percent (16%) of the employee's regular hourly rate for each hour the employee remains in standby status. Such standby pay shall not be paid for any period during the time not available when called.

2. Employees in classifications who now receive standby pay shall not lose it as a result of this provision.

3. Employees required to live in State employee housing in connections with their jobs are not deemed to be on standby status by virtue of this circumstance.

4. Employees who are not eligible for overtime pay and who are employees of the Office of Information Technology and are instructed by the Director of the Office of Information Technology to be in standby status on weekend days or holidays, shall receive two (2) hours of straight time pay for each weekend day or holiday when on standby and available.

5. Employees of the Department of Health and Human Services who are assigned to Children's Behavioral Health Services, the Office of Mental Retardation and the Office of Mental Health who are assigned standby duty will be eligible for standby pay.

6. Psychologists, Psychiatric Social Worker IIs, and Clinical Social Workers working in Corrections institutions or facilities who are specifically required to standby in a specific location or locations, and who are available for immediate response and recall duty, shall be paid at sixteen percent (16%) of their regular hourly rate for each hour they are assigned and remain in standby status. Such standby pay shall not be paid during any time the employee is not in standby status or is unavailable when called.

7. Marine Resource Scientist Is in the Bureau of Public Health, Department of Marine Resources, who are instructed to be on standby and available to respond, on a rotational basis, on weekend days and holidays, shall receive two (2) hours of straight pay for each weekend day or holiday when on standby and available.

8. Biologist Is in the Department of Inland Fisheries and Wildlife assigned to monitor the lynx hotline and required to remain on standby status during the lynx trapping season will be eligible to receive standby pay. Standby pay will begin on the third week of October and end the last day of December each year. Affected employees are required to be on standby from 6:00 a.m. to 8:00 a.m. and 5:00 p.m. to 10:00 p.m. Monday through Friday and 6:00 a.m. to 10:00 p.m. Saturday and Sunday during the trapping season. Standby pay shall not be paid for any other time. Employees called out on a scheduled day off during the period of standby shall receive hour for hour compensatory time for hours worked. Standby pay shall be suspended during all hours in call-out status.

9. Any employee at Maine Emergency Management Agency who is designated as Duty Officer and who is available for immediate recall to duty, shall be paid at sixteen percent (16%) of the employee's regular hourly rate for each hour the employee remains in standby status. Such standby pay shall not be paid for any period during the time not available when called.

10. Maine Department of Transportation- Any employee at the Maine Department of Transportation who is designated as a Duty Officer and serves in that capacity during the calendar year shall receive Three Hundred Fifty Dollars ($350.00) providing they perform Duty Officer duties during their scheduled weekly rotation.

M. Longevity

1. Employees with five (5) years but less than ten (10) years of continuous State service shall receive longevity pay of a total of ~~one and one-half percent (1 ½) of their base salary ten~~ fifteen cents ($.~~10~~15) 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 ~~two percent (2) of their base salary~~ twenty five cents ($.~~20~~25) 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 ~~two and one-half percent (2 ½) of their base salary~~ thirty five cents ($.~~30~~35) 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 ~~three percent (3) of their base salary~~ forty five cents ($.~~40~~45) 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 ~~three and one-half percent (3 ½) of their base salary~~ sixty five cents ($.~~60~~65) 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 ~~four percent (4) of their base salary~~ seventy five cents ($.~~70~~750) 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.

Q. Institutional Stipend

Employees assigned to work in Correctional and Mental Health Institutions will receive an Institutional Stipend of ~~three dollars ($3.00)~~ sixty cents ($.60) per hour to the base.

~~MH&DD~~ Caseworkers assigned to the DHHS Office of Adults with Disability Services Crisis Prevention unit are eligible to receive ~~three dollars ($3.00)~~ sixty cents ($.60) per hour to the base for hours actually worked in the residential program when clients are present.

R. ECS Trainer Stipend

The Department of Public Safety will provide an in-house Emergency Communications Specialist (ECS) Trainer Program. ECS Trainers will be selected by management, and management retains the right to select, retain and/or remove ECS Trainers from participation in the program at any time.

Trained ECS Trainers will receive a stipend of ~~one~~ two dollars ($~~1~~2.00) per hour for each hour actually spent on-the-job training a new ECS.

T. OADS Caseworker Stipend

Employees of the DHHS Office of Aging and Disability Services in the Human Services Caseworker classification shall be paid an additional ~~seven dollars and fifty cents ($7.50)~~ three dollars ($3.00) per hour added to the base. In addition to this, employees in the class who have a relevant Masters Degree shall be paid an additional one dollar ($1.00) per hour added to the base.

~~**Y. Training Stipend**~~

~~Any employee asked to train another employee in a new position or new skill shall be compensated at the rate of two dollars ($2.00) per hour in addition to their regular rate of pay for each hour required to train. Employees shall be compensated for a minimum of one (1) hour, or the length of the assignment, whichever is greater.~~

~~Training opportunities shall be distributed evenly within a work group capable of training the employee in their new position or on a new skill.~~

~~Z. Educational Incentive Stipend~~

~~All employees shall be eligible for an educational incentive stipend included in the regular hourly rate based upon the highest educational level attained beyond high school as follows:~~

~~Associate Degree $0.24 per hour~~
~~Baccalaureate Degree $0.36 per hour or $.12 per hour after Associate Degree~~
~~Master's Degree or above $0.48 per hour or $.12 per hour after Baccalaureate Degree~~

~~Payment shall begin after the employee provides notice and proof of attainment of the degree.~~

~~AA. CDL & HazMat Stipend~~

~~Employees that hold a Commercial Driver's License with HazMat endorsement will receive a Stipend of two dollars ($2.00) per hour to the base.~~

~~AB. Extra Hazard Stipend~~

~~All employees assigned to work during Immediately Dangerous to Life and Health (IDLH) events shall, when actually performing work in an Immediately Dangerous to Life and Health event, be compensated at the rate of ten dollars ($10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment during the IDLH event.~~

~~AC. Hazard Pay Stipend~~

~~All employees performing hazardous duties shall, when actually performing hazardous duties, be compensated at the rate of two dollars ($2.00) an hour in addition to their regular hourly rate of pay. Employee shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment of the hazardous duty.~~

~~Hazardous duties include but are not limited to duties performed under circumstances in which an accident could result in serious injury or death, such as duty performed on a high structure where adverse conditions such as lighting, rain, or high wind exist, duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, or exposure to infectious diseases, pathogens, or potential needlestick injuries.~~

~~AD. License Stipends~~

~~All employees shall be eligible for license incentive stipend included in the~~

~~regular hourly rate based upon the highest licensing level attained as follows:~~

~~Captains License of 100 or 500 ton~~	~~$0.24 per hour~~
~~Captains License of 1600 ton~~	~~$0.36 per hour~~
~~Captains License Unlimited or Engineer's License~~	~~$0.48 per hour~~

~~Payment shall begin after the employee provides notice and proof of attainment of the license.~~

~~AE. Job Family Stipends~~

~~In the event that a classification within a job family receives a stipend, all other classifications within that job family shall receive the same stipend. Job family shall, in each instance, be negotiated by the parties, but shall at a minimum include the immediately adjacent positions in classifications with numbered levels. In the event the parties are unable to reach negotiated resolution, the matter may be pursued through the Grievance Procedure, and may be initiated at Step 2.~~

~~AF. Telework Stipend~~

~~All employees that are required to work in office due to the nature of their work or as a result of a denial of their telework request, that have co-workers, supervisor, or contractors within their office that are able to telework, shall receive two-fifty ($2.50) an hour in addition to their regular hourly rate of pay.~~

~~AG. ICM Stipend~~

~~Employees in the ICM classification shall be paid an additional seven dollars and fifty cents ($7.50) per hour added to the base. In addition to this, employees in the class who have a relevant Masters Degree shall be paid an additional one dollar ($1.00) per hour added to the base.~~

NEW: DHHS License renewal reimbursement

DHHS employees in the following classifications will be reimbursed for the renewal cost to maintain professional licenses, if required by their position, as issued by the applicable Maine board of licensure:

Child Protective Services Caseworker
Clinical Social Worker
Environmental Engineer
Health Services Consultant
Health Services Consultant II
Hospital Nurse II
Hospital Nurse III
Hospital Psychiatrist
Human Services Caseworker
Intensive Case Manager
Licensed Practical Nurse
Nurse I

Formatted: Highlight

Nurse III
Nursing Education Consultant
Occupational Therapist II
Occupational Therapy Assistant
Physician III
Psych Social Worker II
Psych Nurse Practitioner
Psychologists
Public Health Educator II
Public Health Educator III
Public Health Nurse Consultant
Public Health Nurse I
Public Health Nurse II
Social Services Program Specialist I
Soil Site Evaluator

OMS

ARTICLE 9. COMPENSATION

D. Call Out

Any employee who is eligible for overtime who is 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 the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. Any additional call outs occurring within the same four (4) hour period shall be compensated for actual time worked at the appropriate rate. 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 or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday. ~~This section shall apply to all employees, regardless of their assigned worksite, as well as employees that live in state supplied housing.~~

DOT employees within the Bureau of Maintenance and Operations will be paid for a call out from the time of notification to work by an authorized DOT individual, provided that the employee is at the work location within thirty (30) minutes from the time of notification.

E. Overtime

1. Excepting employees designated as non-standard, full-time employees in pay ranges 01 through 21 shall be paid one and one-half (1½) times the regular 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.

The above provisions shall apply to full-time employees working alternative compressed workweeks but shall not include other alternative work schedules such as flextime schedules, etc., or part-time employees who shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

~~Employees mandated to work on their days off shall be paid two (2) times the regular hourly rate of pay.~~

2. For those employees working extended workdays, overtime shall be calculated daily at one and one-half (1½) times the employee's regular rate of pay after the employee has actually worked more than eight (8) hours in a day or the employee's regularly scheduled workday, exclusive of scheduled daily overtime hours, whichever is greater, as follows. This provision shall not apply to employees working on alternate work schedules, or flex-time schedules.

Scheduled Workday	Overtime Begins After
8.5 hours/8.8 hours	8 hours
12.33 hours	11.43 hours
10.63 hours/11 hours	10 hours
12.25 hours	11.43 hours
12.57 hours	11.~~42~~ 43 hours

3. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall ~~be paid one and one-half times the regular hourly rate of pay after actually working forty-five (45) hours of actual work in any workweek, in addition to~~ receive~~ing~~ two (2) personal leave days per year with pay, as of January 1 of each year. Employees who leave state service prior to January 30 shall not receive or be paid out any personal leave days. Employees who first become eligible for personal leave days under this Article on or after July 1 of a calendar year shall receive only one (1) day for the year, instead of two (2). Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. At the end of the calendar year, unused personal leave days may be carried over and applied toward the maximum vacation accrual.

4. Employees who are not eligible for overtime under the collective bargaining agreement, but are entitled to premium overtime after forty (40) hours of actual work because they are "non-exempt" under the Fair Labor Standards Act (FLSA), may, in lieu of premium pay, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

5. Compensating time earned by the employees described in Paragraph 5 may be accumulated up to two hundred forty (240) hours. Except where operational needs require otherwise, employees shall be entitled to use compensating time at times of their choice.

6. Any compensating time accrued by such employees will be recorded on official time reports. Such time must be used consistent with this agreement.

7. Time during which an employee is excused from work with pay under the Holidays Article, shall be considered as time worked for the purpose of computing overtime.

8. 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.

9. Department of Transportation Ferry Crews will be assigned to work eighty (80) hours in the bi-weekly pay period. Employees in the Ferry Able Seaman and Ferry Ordinary Seaman classifications will be paid time and one-half for all hours worked after eighty (80) hours of actual work.

10. Maine Department of Transportation crew employees who are eligible for overtime pay will be paid one and one-half (1½) times the regular hourly rate of pay for all time worked outside of their regular scheduled hours. In lieu of premium payment, upon mutual agreement, an employee may earn compensating time at the rate of one and one- half (1½) hours of compensating time for each hour worked outside of the regular scheduled hours.

I. Longevity

1. Employees with five (5) years but less than ten (10) years of continuous State service shall receive longevity pay of a total of ~~one and one-half percent (1 ½) of their base salary ten~~ fifteen cents ($.~~10~~15) 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 ~~two percent (2) of their base salary~~ twenty five cents ($.~~20~~25) 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 ~~two and one-half percent (2 ½) of their base salary~~ thirty five cents ($.~~30~~35) 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 ~~three percent (3) of their base salary~~ forty five cents ($.~~40~~45) 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 ~~three and one-half percent (3 ½) of their base salary~~ sixty five cents ($.~~60~~65) 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 ~~four percent (4) of their base salary~~ seventy five cents ($.~~70~~75) 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.

L. Standby

~~a.~~ Any employee who is eligible for overtime pay, who is specifically directed to stand by in a specific location or locations, and who is available for immediate recall duty, shall be paid at sixteen percent (16%) of the employee's regular hourly rate for each hour the employee remains in standby status. Such standby pay shall not be paid for any period during the time not available when called.

~~b.~~ Employees in the following classifications are eligible for this standby pay:

Boiler Engineer
Correctional Boiler Engineer
Correctional Boiler Operator
Correctional Electrician II
Correctional Maintenance Mechanic
Correctional Plumber II
Treatment Plant Operator

M. Institutional Stipend

Employees assigned to work in Correctional and Mental Health Institutions will receive an Institutional Stipend of ~~three dollars ($3.00)~~ sixty cents ($.60) per hour to the base.

NEW: DHHS License Renewal Reimbursement

DHHS employees in the following classification will be reimbursed for the renewal cost to maintain a professional license, if required by their position, as issued by the applicable Maine board of licensure:

- Plumber II

~~**R. Training Stipend**~~

~~Any employee asked to train another employee in a new position or new skill shall be compensated at the rate of two dollars ($2.00) per hour in addition to their regular rate of pay for each hour required to train. Employees shall be compensated for a minimum of one (1) hour, or the length of the assignment, whichever is greater.~~

~~Training opportunities shall be distributed evenly within a work group capable of training the employee in their new position or on a new skill.~~

~~**S. Educational Incentive Stipend**~~

~~All employees shall be eligible for an educational incentive stipend included in the regular hourly rate based upon the highest educational level attained beyond high school as follows:~~

~~Associate Degree $.24 per hour~~
~~Baccalaureate Degree $.36 per hour or $.12 per hour after Associate Degree~~
~~Master's Degree or above $.48 per hour or $.12 per hour after Baccalaureate Degree~~

~~Payment shall begin after the employee provides notice and proof of attainment of the degree.~~

~~T. Extra Hazard Stipend~~

~~All employees assigned to work during Immediately Dangerous to Life and Health (IDLH) events shall, when actually performing work in an Immediately Dangerous to Life and Health event, be compensated at the rate of ten dollars ($10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment during the IDLH event.~~

~~U. Hazard Pay Stipend~~

~~All employees performing hazardous duties shall, when actually performing hazardous duties, be compensated at the rate of two dollars ($2.00) an hour in addition to their regular hourly rate of pay. Employee shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment of the hazardous duty.~~

~~Hazardous duties include but are not limited to duties performed under circumstances in which an accident could result in serious injury or death, such as duty performed on a high structure where adverse conditions such as lighting, rain, or high wind exist, duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, or exposure to infectious diseases, pathogens, or potential needlestick injuries.~~

~~V. License Stipends~~

~~All employees shall be eligible for license incentive stipend included in the regular hourly rate based upon the highest licensing level attained as follows:~~

~~Captains License of 100 or 500 ton~~	~~$0.24 per hour~~
~~Captains License of 1600 ton~~	~~$0.36 per hour~~
~~Captains License Unlimited or Engineer's License~~	~~$0.48 per hour~~

~~Payment shall begin after the employee provides notice and proof of attainment of the license.~~

~~W. Job Family Stipends~~

~~In the event that a classification within a job family receives a stipend, all other classifications within that job family shall receive the same stipend. Job family shall, in each instance, be negotiated by the parties, but shall at a minimum include the immediately adjacent positions in classifications with numbered levels. In the event the parties are unable to reach negotiated resolution, the matter may be pursued through the Grievance Procedure, and may be initiated at Step 2.~~

~~X. Telework Stipend~~

~~All employees that are required to work in office due to the nature of their work or as a result of a denial of their telework request, that have co-workers, supervisor, or contractors within their office that are able to telework, shall receive two-fifty ($2.50) an hour in addition to their regular hourly rate of pay.~~

SUPERVISORY

ARTICLE 9. COMPENSATION

F. Call Out

Any employee who is eligible for overtime who is 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 the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. Any additional call outs occurring within the same four (4) hour period shall be compensated for actual time worked at the appropriate rate. 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 or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday. ~~This section shall apply to all employees, regardless of their assigned worksite, as well as employees that live in state supplied housing.~~

For employees in the Oil and Hazardous Materials Responders I, II, or III classifications, in lieu of premium pay employees may, upon mutual agreement, take compensating time of four (4) hours or at the rate of one-and-one-half (1 ½) hours actually worked, whichever is greater.

When non-standard law enforcement employees are called out for work on any of the scheduled days off they shall be granted one and one-half (1½) hours of compensating time for each hour worked. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their regular hourly rate for each hour worked. Unless the employees are to receive pay rather than compensating time, the compensatory time shall be scheduled as soon as practicable and ordinarily will be within thirty (30) days of the day worked unless on an otherwise mutually agreed upon later day, except that the thirty (30) day period may be extended because of seasonal high workload in the agency in which the employee is employed. If such compensating time off is not granted within six (6) months of the date the employee was scheduled to work their day off, the employee shall be paid in lieu of compensating time off.

DOT Employees within the Bureau of Maintenance & Operations will be paid for a call out from the time of notification to work by an authorized DOT individual, provided that the employee is at the work location within thirty (30) minutes from the time of notification.

G. Overtime

1. Excepting employees designated as non-standard, full-time employees in pay ranges 01 through 21 shall be paid one and one-half (1½) times the regular 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.

The above provisions shall apply to full-time employees working alternative compressed work weeks but shall not include other alternative work schedules such as flextime schedules, etc. or part-time employees who shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

~~Employees mandated to work on their days off shall be paid two (2) times the regular hourly rate of pay.~~

2. For those employees working extended workdays, overtime shall be calculated daily at one and one-half (1½) times the employee's regular rate of pay after the employee has actually worked more than eight (8) hours in a day or the employee's regularly scheduled workday, exclusive of scheduled daily overtime hours, whichever is greater, as follows. This provision shall not apply to employees working on alternate work schedules, or flex-time schedules.

Scheduled Workday	Overtime Begins After
8.5 hours/8.8 hours	8 hours
12.33 hours	11.43 hours
10.63 hours/11 hours	10 hours
12.25 hours	11.43 hours
12.57 hours	11.~~42~~ 43 hours

3. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall ~~be paid one and one-half times the regular hourly rate of pay after actually working forty-five (45) hours of actual work in any workweek in addition to~~ receive~~ing~~ three (3) personal leave days per year with pay, as of January 1 of each year. Employees who leave state service prior to January 30 shall not receive or be paid out any personal leave days. Employees who first become eligible for personal leave days under this Article on or after July 1 of a calendar year shall receive only one and one-half (1½) days for the year, instead of three (3). Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. At the end of the calendar year, unused personal leave days may be carried over and applied toward the maximum vacation accrual.

4. Employees who are not eligible for overtime under the collective bargaining agreement, but are entitled to premium overtime after forty (40) hours of actual work because they are "non-exempt" under the Fair Labor Standards Act (FLSA), may, in lieu of premium pay, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

5. Compensating time earned by the employees described in Paragraph 5 may be accumulated up to two hundred forty (240) hours. Except where operational needs require otherwise, employees shall be entitled to use compensating time at times of their choice.

6. Any compensating time accrued by such employees will be recorded on official time reports. Such time must be used consistent with this agreement.

7. Time during which an employee is excused from work with pay under the Holidays Article, shall be considered as time worked for the purpose of computing overtime.

8. 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.

9. Employees of the Department of Agriculture, Conservation and Forestry, 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.

10. Department of Transportation Ferry Crews will be assigned to work eighty (80) hours in the bi-weekly pay period. Employees in the Ferry Captain classification will be paid straight time for all hours worked beyond eighty (80) hours of actual work ~~up to ninety (90) hours, at which time they will be compensated at one and one-half times the regular hourly rate of pay, consistent with paragraph 3.~~

11. Chief Meteorologists at the Department of Environmental Protection will be granted one (1) hour of compensatory time for each weekend worked, for a total of no more than fifty-two (52) hours per year.

12. The Emergency Communications Specialist Supervisor classification shall be eligible for premium overtime compensation at the rate of one and one-half (1½) times the regular hourly rate after eight (8) hours of actual work in a day or after forty (40) hours of actual work in a week.

13. Maine Department of Transportation crew employees who are eligible for overtime pay will be paid one and one-half (1½) times the regular hourly rate of pay for all time worked outside of their regular scheduled hours. In lieu of premium payment, upon mutual agreement, an employee may earn compensating time at the rate of one and one-half (1½) hours of compensating time for each hour worked outside of the regular scheduled hours.

14. Employees in the classifications of Correctional Captain and Juvenile Facility Operations Supervisor will be eligible for overtime, including but not limited to scheduled overtime, in a manner that is consistent with employees in pay ranges 01-21 of this bargaining unit. The intent of this language is that employees in these classifications will be eligible for overtime in the same manner and on the same basis as prior to their reallocation, including but not limited to scheduled overtime.

15. ~~Marine resource scientists employed by the Department of Marine Resources Bureau of Marine Science will be eligible for uncapped flex time (moving more than 8 hours between work weeks in a pay period) and straight overtime pay for any hours worked beyond 80 hours and up to 90 hours within pay periods when boat or aerial surveys are taking place where employees are unable to flex their time due to the extensive time to prepare, execute, and conclude fieldwork within discrete windows.~~

~~Employees will earn one and one-half times the regular hourly rate after working ninety (90) hours, consistent with paragraph three (3). Overtime eligibility shall be approved and agreed upon by the employee supervisor, division director, and the bureau director to ensure funds are available to compensate the overtime hours worked.~~

J. Standby

1. Any employee who supervises employees eligible for and receiving standby pay who is specifically directed to stand by in a specific location or locations, and who is available for immediate recall duty, shall be paid at sixteen percent (16%) of the employee's regular hourly rate for each hour the employee remains in standby status. Such standby pay shall not be paid for any period during the time not available when called.

2. Employees in classifications who now receive standby pay shall not lose it as a result of this provision.

3. Employees required to live in State employee housing in connection with their jobs are not deemed to be on standby status by virtue of this circumstance.

4. Employees who are not eligible for overtime pay and who are employees of the Office of Information Technology and are instructed by the Director of the Office of Information Technology to be in standby status on weekend days or holidays, shall receive two (2) hours of straight time pay for each weekend day or holiday when on standby and available.

5. Employees of the Department of Health and Human Services who are assigned to Children's Behavioral Health Services, the Office of Mental Retardation and the Office of Mental Health who are assigned standby duty will be eligible for standby pay.

6. Juvenile Program Managers in Corrections institutions or facilities who volunteer to be available for standby, who are specifically required to standby in a specific location or locations, and who are available for immediate response and recall duty, shall be paid at sixteen percent (16%) of their regular hourly rate for each hour they are assigned and remain in standby status. Such standby pay shall not be paid during any time the employee is not in standby status or is unavailable when called.

Standby pay is available for periods after regular work hours and on weekends and holidays when no JPM is scheduled on duty. The duty week begins 4:30 p.m. Monday until 8:00 a.m. the following Monday. Standby pay for a holiday runs from 12:00 a.m. until midnight of the observed holiday. Two different employees cannot be paid for the same hours. Duty week assignments will be rotated according to agreed upon procedure. To be eligible, a JPM must be able to be contacted during that period, be available and willing to respond, be able to report to the facility within forty-five (45) minutes, and be presentable and suitable for duty.

8. ~~7.~~ The Seafood Technology Supervisor and Marine Resource Scientist IIIs and IVs in the Bureau of Public Health, Department of Marine Resources, who are instructed to be on standby and available to respond, on a rotational basis, on weekend days and holidays, shall receive two (2) hours of straight pay for each weekend day or holiday when on standby and available.

9. Any employee at Maine Emergency Management Agency who is designated as Duty Officer and who is available for immediate recall to duty, shall be paid at sixteen percent

Formatted: Font: (Default) Arial

(16%) of the employee's regular hourly rate for each hour the employee remains in standby status. Such standby pay shall not be paid for any period during the time not available when called.

10. Maine Department of Transportation- Any employee at the Maine Department of Transportation who is designated as a Duty Officer and serves in that capacity during the calendar year shall receive Three Hundred Fifty Dollars ($350.00) providing they perform Duty Officer duties during their scheduled weekly rotation.

11.

Formatted: Not Strikethrough

M. Longevity

1. Employees with five (5) years but less than ten (10) years of continuous State service shall receive longevity pay of a total of ~~one and one-half percent (1 ½) of their base salary ten~~ fifteen cents ($.~~10~~15) per hour to the base upon eligibility.
2. Employees with ten (10) years but less than fifteen (15) years of continuous State service shall receive longevity pay of a total of ~~two percent (2) of their base salary~~ twenty five cents ($.~~20~~25) 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 ~~two and one-half percent (2 ½) of their base salary~~ thirty five cents ($.~~30~~35) per hour to the base upon eligibility.
4. Employees with twenty (20) years but less than twenty-five (25) years of continuous State service shall receive longevity pay of a total of ~~three percent (3) of their base salary~~ forty five cents ($.~~40~~45) 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 ~~three and one-half percent (3 ½) of their base salary~~ sixty five cents ($.~~60~~65) to the base upon eligibility.
6. Employees with thirty (30) years or more of continuous State service shall receive longevity pay of a total of ~~four percent (4) of their base salary~~ seventy five cents ($.~~70~~75) 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.

Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough

N. Weekend Differential

Employees assigned to State DHHS institutions shall be eligible for a weekend differential of sixty cents ($.60) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday. Employees of the Department of Corrections shall be eligible for a weekend differential of sixty cents ($.60) per hour to the base for shifts beginning between 5:45 p.m. Friday and 5:59 p.m. Sunday. Emergency Communication Specialist Supervisors in the Department of Public Safety and Ferry Captains in the Department of Transportation 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 and Fish Culture 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.

Q. Institutional Stipend

Employees assigned to work in Correctional and Mental Health Institutions will receive an Institutional Stipend of ~~three dollars ($3.00)~~ sixty cents ($.60) per hour to the base.

Formatted: Not Strikethrough

R. Correctional Career Incentive Stipend

Employees of the Department of Corrections in the following classifications shall be paid an additional two dollars ($2.00) per hour added to the base:

Chief Correctional Firearms Instructor

Chief Correctional Industries Manager

Formatted: Highlight

Compliance Program Specialist

Chief of Security

Correctional Auto Mechanic Supervisor

Correctional Building Maintenance Superintendent

Correctional Building Maintenance Supervisor

Correctional Captain

Correctional Electrician/Electronic Supervisor

Correctional Food Service Manager

Correctional Industries Manager

Correctional Laundry Supervisor II

Correctional Lieutenant

Correctional Maintenance Mechanic Supervisor

Corrections Unit Manager

Director of Security

Juvenile Facilities Operations Supervisor

Juvenile Program Manager

S. OADS Caseworker Supervisor Stipend

Employees of the DHHS Office of Aging and Disability Services in the Human Services Caseworker Supervisor classification shall be paid an additional ~~seven dollars and fifty cents ($7.50)~~ three dollars ($3.00) 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.

~~**X. Training Stipend**~~

~~Any employee asked to train another employee in a new position or new skill shall be compensated at the rate of two dollars ($2.00) per hour in addition to their regular rate of pay for each hour required to train. Employees shall be compensated for a minimum of one (1) hour, or the length of the assignment, whichever is greater.~~

~~Training opportunities shall be distributed evenly within a work group capable of training the employee in their new position or on a new skill.~~

~~**T. Educational Incentive Stipend**~~

~~All employees shall be eligible for an educational incentive stipend included in the regular hourly rate based upon the highest educational level attained beyond high school as follows:~~

~~Associate Degree $.24 per hour~~
~~Baccalaureate Degree $.36 per hour or $.12 per hour after Associate Degree~~
~~Master's Degree or above $.48 per hour or $.12 per hour after Baccalaureate Degree~~

~~Payment shall begin after the employee provides notice and proof of attainment of the degree.~~

~~**U. CDL & HazMat Stipend**~~

~~Employees that hold a Commercial Driver's License with HazMat endorsement will receive a Stipend of two dollars ($2.00) per hour to the base.~~

~~V. Extra Hazard Stipend~~

~~All employees assigned to work during Immediately Dangerous to Life and Health (IDLH) events shall, when actually performing work in an Immediately Dangerous to Life and Health event, be compensated at the rate of ten dollars ($10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment during the IDLH event.~~

~~W. Hazard Pay Stipend~~

~~All employees performing hazardous duties shall, when actually performing hazardous duties, be compensated at the rate of two dollars ($2.00) an hour in addition to their regular hourly rate of pay. Employee shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment of the hazardous duty.~~
~~Hazardous duties include but are not limited to duties performed under circumstances in which an accident could result in serious injury or death, such as duty performed on a high structure where adverse conditions such as lighting, rain, or high wind exist, duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, or exposure to infectious diseases, pathogens, or potential needlestick injuries.~~

~~X. License Stipends~~

~~All employees shall be eligible for license incentive stipend included in the regular hourly rate based upon the highest licensing level attained as follows:~~

~~Captains License of 100 or 500 ton~~	~~$0.24 per hour~~
~~Captains License of 1600 ton~~	~~$0.36 per hour~~
~~Captains License Unlimited or Engineer's License~~	~~$0.48 per hour~~

~~Payment shall begin after the employee provides notice and proof of attainment of the license.~~

~~Y. Job Family Stipends~~

~~In the event that a classification within a job family receives a stipend, all other classifications within that job family shall receive the same stipend. Job family shall, in each instance, be negotiated by the parties, but shall at a minimum include the immediately adjacent positions in classifications with numbered levels. In the event the parties are unable to reach negotiated resolution, the matter may be pursued through the Grievance Procedure, and may be initiated at Step 2.~~

~~Z. Telework Stipend~~

~~All employees that are required to work in office due to the nature of their work or as a result of a denial of their telework request, that have co-workers, supervisor, or contractors within their office that are able to telework, shall receive two-fifty ($2.50) an hour in addition to their regular hourly rate of pay.~~

X. NEW DHHS License renewal

DHHS employees in the following classifications will be reimbursed for the renewal cost to maintain professional licenses, if required by their position, as issued by the applicable Maine board of licensure:

Child Protective Services Caseworker Supervisor
Child Protective Services Assistant Program Administrator
Child Protective Services Program Administrator
Health Services Supervisor
Hospital Nurse IV
Human Services Casework Supervisor
Health Program Manager
Med Surveillance & Util Supervisor
Plant Maintenance Engineer III
Public Health Nurse Supervisor
Senior Environmental Engineer
Senior Health Program Manager
Social Services Supervisor
Social Services Manager I
Social Services Program Manager
Social Services Program Specialist II
Supervisor Professional Claims Review

Formatted: Highlight

ADMIN

ARTICLE 9. COMPENSATION

E. Call Out

Any employee who is eligible for overtime who is 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 the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. Any additional call outs occurring within the same four (4) hour period shall be compensated for actual time worked at the appropriate rate. 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 or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday. ~~This section shall apply to all employees, regardless of their assigned worksite, as well as employees that live in state supplied housing.~~

F. Overtime

a. Excepting employees designated as non-standard, full-time employees in pay ranges 01 through 21 shall be paid one and one-half (1½) times the regular 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.

The above provisions shall apply to full-time employees working alternative compressed workweeks but shall not include other alternative work schedules such as flextime schedules, etc., or part-time employees who shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

~~Employees mandated to work on their days off shall be paid two (2) times the regular hourly rate of pay.~~

b. For those employees working extended workdays, overtime shall be calculated daily at one and one-half (1½) times the employee's regular rate of pay after the employee has actually worked more than eight (8) hours in a day or the employee's regularly scheduled workday, exclusive of scheduled daily overtime hours, whichever is greater, as follows. This provision shall not apply to employees working on alternate work schedules, or flex-time schedules.

Scheduled Workday	Overtime Begins After
8.5 hours/8.8 hours	8 hours
12.33 hours	11.43 hours
10.63 hours/11 hours	10 hours
12.25 hours	11.43 hours
12.57 hours	11.~~42~~ 43 hours

c. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall ~~be paid one and one-half times the regular hourly rate of pay after actually working forty-five (45) hours of actual work in any workweek in addition to~~ receiv~~ing~~e two (2) personal leave days per year with pay, as of January 1 of each year. Employees who leave state service prior to January 30 shall not receive or be paid out any personal leave days. Employees who first become eligible for personal leave days under this Article on or after July 1 of a calendar year shall receive only one (1) day for the year, instead of two (2). Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. At the end of the calendar year, unused personal leave days may be carried over and applied toward the maximum vacation accrual.

d. Employees who are not eligible for overtime under the collective bargaining agreement, but are entitled to premium overtime after forty (40) hours of actual work because they are "non-exempt" under the Fair Labor Standards Act (FLSA), may, in lieu of premium pay, upon mutual agreement, take compensating time at the rate of one and one-half (1½)

Formatted: Not Strikethrough

Formatted: Not Strikethrough

hours of compensating time for each hour of overtime worked.

e. Compensating time earned by the employees described in Paragraph 5 may be accumulated up to two hundred forty (240) hours. Except where operational needs require otherwise, employees shall be entitled to use compensating time at times of their choice.

f. Any compensating time accrued by such employees will be recorded on official time reports. Such time must be used consistent with this agreement.

g. Time during which an employee is excused from work with pay under the Holidays Article, shall be considered as time worked for the purpose of computing overtime.

h. 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.

J. Longevity

a. Employees with five (5) years but less than ten (10) years of continuous State service shall receive longevity pay of a total of ~~one and one-half percent (1 ½) of their base salary ten~~ fifteen cents ($.~~10~~15) per hour to the base upon eligibility.

b. Employees with ten (10) years but less than fifteen (15) years of continuous State service shall receive longevity pay of a total of ~~two percent (2) of their base salary~~ twenty five cents ($.~~20~~25) per hour to the base upon eligibility.

c. Employees with fifteen (15) years but less than twenty (20) years of continuous State service shall receive longevity pay of a total of ~~two and one-half percent (2 ½) of their base salary~~ thirty five cents ($.~~30~~35) per hour to the base upon eligibility.

d. Employees with twenty (20) years but less than twenty-five (25) years of continuous State service shall receive longevity pay of a total of ~~three percent (3) of their base salary~~ forty five cents ($.~~40~~45) per hour to the base upon eligibility.

e. Employees with twenty-five (25) years or more of continuous State service shall receive longevity pay of a total of ~~three and one-half percent (3 ½) of their base salary~~ sixty five cents ($.~~60~~65) to the base upon eligibility.

f. Employees with thirty (30) years or more of continuous State service shall receive longevity pay of a total of ~~four percent (4) of their base salary~~ seventy five cents ($.~~70~~75) per hour to the base upon eligibility.

g. 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.

NEW: DHHS License Renewal Reimbursement

DHHS employees in the following classification will be reimbursed for the renewal cost to maintain a professional license, if required by their position, as issued by the applicable Maine board of licensure:

- Medical Support Specialist Pharmacy

Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Font: (Default) Arial, 10 pt, Font color: Red
Formatted: Font: (Default) Arial, Font color: Red

~~S. Training Stipend~~

~~Any employee asked to train another employee in a new position or new skill shall be compensated at the rate of two dollars ($2.00) per hour in addition to their regular rate of pay for each hour required to train. Employees shall be compensated for a minimum of one (1) hour, or the length of the assignment, whichever is greater.~~

~~Training opportunities shall be distributed evenly within a work group capable of training the employee in their new position or on a new skill.~~

~~T. Educational Incentive Stipend~~

~~All employees shall be eligible for an educational incentive stipend included in the regular hourly rate based upon the highest educational level attained beyond high school as follows:~~

~~Associate Degree~~	~~$.24 per hour~~
~~Baccalaureate Degree~~	~~$.36 per hour or $.12 per hour after Associate Degree~~
~~Master's Degree or above~~	~~$.48 per hour or $.12 per hour after Baccalaureate Degree~~

~~Payment shall begin after the employee provides notice and proof of attainment of the degree.~~

~~U. Extra Hazard Stipend~~

~~All employees assigned to work during Immediately Dangerous to Life and Health (IDLH) events shall, when actually performing work in an Immediately Dangerous to Life and Health event, be compensated at the rate of ten dollars ($10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment during the IDLH event.~~

~~V. Hazard Pay Stipend~~

~~All employees performing hazardous duties shall, when actually performing hazardous duties, be compensated at the rate of two dollars ($2.00) an hour in addition to their regular hourly rate of pay. Employee shall be compensated a minimum of one (1) hour of such work regardless of the length of the assignment of the hazardous duty.~~

~~Hazardous duties include but are not limited to duties performed under circumstances in which an accident could result in serious injury or death, such as duty performed on a high structure where adverse conditions such as lighting, rain, or high wind exist, duty~~

~~involving exposure to extreme temperatures for a long period of time, arduous physical exertion, or exposure to infectious diseases, pathogens, or potential needlestick injuries.~~

~~W. License Stipends~~

~~All employees shall be eligible for license incentive stipend included in the regular hourly rate based upon the highest licensing level attained as follows:~~

~~Captains License of 100 or 500 ton~~	~~$0.24 per hour~~
~~Captains License of 1600 ton~~	~~$0.36 per hour~~
~~Captains License Unlimited or Engineer's License~~	~~$0.48 per hour~~

~~Payment shall begin after the employee provides notice and proof of attainment of the license.~~

~~X. Job Family Stipends~~

~~In the event that a classification within a job family receives a stipend, all other classifications within that job family shall receive the same stipend. Job family shall, in each instance, be negotiated by the parties, but shall at a minimum include the immediately adjacent positions in classifications with numbered levels. In the event the parties are unable to reach negotiated resolution, the matter may be pursued through the Grievance Procedure, and may be initiated at Step 2.~~

~~Y. Telework Stipend~~

~~All employees that are required to work in office due to the nature of their work or as a result of a denial of their telework request, that have co-workers, supervisor, or contractors within their office that are able to telework, shall receive two-fifty ($2.50) an hour in addition to their regular hourly rate of pay.~~

Tentatively Agreed:

Lindsey Bigelow	9/21/2026	Jessica Ford	9/21/2026
For MSEA-SEIU	Date	For the State	Date

OM&S

ARTICLE 73. WORK CLOTHING

1. The State shall continue to furnish foul weather gear and work clothing, such as aprons, smocks, shop coats, lab coats, coveralls and boots to employees furnished such clothing in the past. The State shall be responsible for continuing to provide laundering of work clothing where such service is being provided as of the effective date of this Agreement.

2. Employees who operate printing presses, shall be provided smocks or other similar clothing of a kind to adequately protect their clothing.

3. Ferry Service employees shall be provided with one-piece hooded slickers. Foul weather gear shall be made available to **Ferry Service Deck Hand**, Ferry Service Able ~~Seamen~~ Seafarer and Ferry Service Ordinary ~~Seaman~~Seafarer.

4. The State shall provide one (1) pair of insulated winter gloves each year to each employee in the Department of Transportation who is assigned to outside survey work and to each employee in that department in the following classifications. These work gloves shall be replaced during the year as reasonable and as necessary.

Highway Laborer
Highway Worker
Transportation Worker I
Transportation Worker II
Transportation Worker III

The State shall also provide one (1) pair of insulated winter gloves to Laborer I's, Laborer II's and Groundskeepers in the grounds crew in the Bureau of General Services.

The State shall also provide one (1) pair of insulated winter gloves to employees in the following classifications:

Auto Mechanic II
Heavy Equipment Operator

5. The State shall provide parkas to Forest Watchpersons and permanent year-round Allagash Park Rangers as part of their regular uniform.

6. The State shall provide custodial workers rubber pullovers for floor stripping.

7. The State shall provide two (2) pairs of hip boots, sizes 10 and 12, for each culvert steamer and each Bridge Maintenance crew in the Department of Transportation, Bureau of Operations and Maintenance, Additional hip boots may be provided at the discretion of the Crew Supervisor.

8. The State shall provide one (1) poncho for each Gatehouse Attendant; one

(1) rainsuit for each Ranger, Park Ranger, **Ferry Service Deck Hand**, Ferry Service Able ~~Seaman~~Seafarer, Ferry Service Ordinary ~~Seaman~~Seafarer; and two (2) ponchos for Maintenance Mechanics working at Baxter State Park.

9. The State shall make available sufficient logging chaps for employees to use when operating chain saws. Employees are required to wear logging chaps when operating chain saws.

10. Employees in the following classifications shall be provided with a work clothing allowance of one hundred twenty-five dollars ($125.00) per year. This 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.

Auto Mechanic II
Field Heavy Vehicle & Equipment
Technician Heavy Vehicle & Equipment
Technician

Maintenance Mechanic

Machinist
Welder/Fabricator
Transportation Crew Leaders involved in heavy vehicle and equipment fabrication

~~Ferry Service Engineer~~

~~Transportation Worker I~~
~~Transportation Worker II~~
~~Transportation Worker III~~

11. The Bureau of General Services will initially provide the following work clothing for the High Voltage Electricians;

5 pair flame resistant denim jeans
5 long sleeve flame resistant Henley shirts
5 long sleeve flame resistant button front shirts

BGS High Voltage Electricians would then be eligible to receive a Work Clothing allowance of one hundred twenty-five dollars ($125.00) per year, with half paid in January and half paid in July of each year to eligible employees on the payroll at the time of the payment.

Should the Bureau of General Services order jackets for staff, flame resistant jackets would be considered for the BGS High Voltage Electricians.

State Counter to MSEA Counter to State Proposal #19 Nov 10, 2025
OM&S

Agreed to:

11/10/2025 11/10/2025

Angela MacWhinnie Jessica Ford

MSEA SOM

MEMORANDUM OF AGREEMENT
STATE OF MAINE
And
MAINE SERVICE EMPLOYEES ASSOCIATION
SEIU LOCAL 1989

Weekend Differential – Bureau of General Services – ProTech

The Compensation Article of the Professional and Technical (ProTech) contract does not include weekend differential language for the employees of the Bureau of General Services (BGS) who are regularly scheduled to work shifts beginning between the hours of 10:00 p.m. Friday and 9:59 p.m. Sunday. Weekend differential language for BGS employees who are regularly scheduled to work shifts beginning between the hours of 10:00 p.m. Friday and 9:59 p.m. Sunday is included in the Operations, Maintenance and Support Services (OMS) contract, and the State has been made aware employees in ProTech have received weekend differential consistent with the OMS language. In order to continue payment of weekend differential to employees of the Bureau of General Services in the Professional and Technical bargaining unit, the Parties enter into the following agreement:

- The parties agree the Weekend Differential language specific to BGS currently contained in the Compensation Article of the OMS contract will continue to be applied to the BGS employees of the Professional and Technical Bargaining Unit. That language provides:
  - Employees in the Department of Administrative and Financial Services (Bureau of General Services) who are regularly scheduled to work shifts beginning between the hours of 10:00 p.m. Friday and 9:59 p.m. Sunday, shall be eligible for a weekend differential of sixty cents ($.60) per hour added to the base.
- The State will not recover past payments of weekend differential made in error to those ProTech BGS employees who received it prior to this agreement.
- The parties agree the successor Agreement to the 2023-2025 Professional and Technical Agreement will include the language in bold and underlined below unless different language is negotiated during successor negotiations:
- Employees assigned to State institutions other than Maine State Prison shall be eligible for a weekend differential of sixty cents ($.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 ($.60) per hour to the base for shifts beginning between 8:30 p.m. Friday and 8:29 p.m. Sunday. **Employees in the Department of Administrative and Financial Services (Bureau of General Services), who are regularly scheduled to work shifts beginning between the hours of 10:00 p.m. Friday and 9:59 p.m. Sunday, shall be eligible for a weekend differential of sixty cents ($.60) per hour added to the base.**
- The State will include the bold/underlined BGS language as a housekeeping proposal in the next round of negotiations to be added into MSEA's ProTech successor agreement, though the parties retain the right to negotiate changes to the language.
- This agreement does not preclude the parties from entering into additional agreements.

- This agreement remains in effect until the BGS weekend differential language or other negotiated language for BGS weekend differential is incorporated into the successor to the 2023-2025 ProTech Agreement.
- All parties agree that this is a non-precedent-setting agreement.

Seen and agreed to:

Lisa M McGrotty	10/18/24	Mark A. Brunton	10/10/2024
Lisa McGrotty, Director, Field Services	Date	Mark Brunton, MSEA	Date
Jessica Ford	10/21/2024	/s/Lindsey Bigelow	10/11/2024
Jessica Ford, OER	Date	Lindsey Bigelow, MSEA	Date

ARTICLE 40. 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, or Space Force shall be entitled to a leave of absence from their respective duties, without loss of pay, and shall accrue sick and vacation leave and seniority during periods of military training that do not exceed twenty (20) ~~seventeen (17)~~ workdays in any calendar year.

Tentatively agreed to:

8/29/2025
Angela MacWhinnie Date
MSEA Chief Negotiator

Jessica Ford 8/27/2025
Jessica Ford Date
State of ME Chief Negotiator

ARTICLE 30 and 31. GRIEVANCE PROCEDURE

1. Definitions and Scope

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

1.2 For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement. It is intended that this shall not mean administrative matters under the Retirement System and the Group Health Insurance Program.

2. Procedure

2.1 **Step 1:** Within twenty-one (21) calendar days after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that the employee has a grievance, the employee and/or the employee's representative shall present the grievance in writing to the employee's department or agency head. The writing shall state the nature of the grievance and the remedial action requested. The department or agency head or their representative may meet with the employee and/or the employee's representative and shall provide the employee and the employee's representative with their decision in writing within twenty-one (21) calendar days of receipt of the grievance at this Step 1.

2.2 **Step 2**: If the grievance is not resolved at Step 1, within fourteen (14) calendar days after receipt of the written decision of the department or agency head the employee and/or the employee's representative may appeal to the State Chief Counsel, Office of Employee Relations, by filing with them a written notice of appeal, together with copies of the written grievance and the Step 1 decision. The Chief Counsel, Office of Employee Relations, or their representative may meet with the employee and/or the employee's representative and shall provide the employee and/or the employee's representative with a written decision within twenty-one (21) calendar days of receipt of the appeal; or, if a meeting is held, within fourteen (14) calendar days after the conclusion of such meeting.

The Office of Employee Relations shall make reasonable efforts to hold a Step 2 meeting. In the event that a Step 2 meeting is not held after making reasonable efforts, the Office of Employee Relations may issue a Step 2 decision, which shall be provided to the employee and/or the employee's representative.

Reasonable efforts shall mean at least two attempts are made by Employee Relations to schedule the step 2 meeting.

2.3 Step 3:

(a) If the grievance has not been satisfactorily resolved at Step 2, then MSEA-SEIU may submit the grievance to arbitration by submitting a request for arbitration to the Chief Counsel, Office of Employee Relations, as well as a statement of the grievance specifying the Article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be received by the Chief Counsel, Office of Employee Relations, through personal service, fax, email or by mailing by registered or certified mail within twenty-one (21) calendar days of the receipt of the Step 2 decision. MSEA shall make a good faith effort to file requests for arbitration within two (2) years from the date of initial filing. This provision shall not apply to any grievance filed prior to the effective date of the 2025 – 2027 collective bargaining agreement.

(b) Upon receipt by the Chief Counsel, Office of Employee Relations, of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within fourteen (14) calendar days of receipt of the request for arbitration, the arbitrator shall be selected through the Labor Relations Connection ("LRC") in accordance with the LRC rules then in effect.

The request for arbitration along with a request for a list of arbitrators must be received by LRC within six (6) weeks of the Office of Employee Relations' receipt of the request for arbitration, in order for the LRC administration fees to be shared equally by the parties. If such request is not received by LRC by the expiration of the six (6) weeks but is received within twelve (12) weeks, MSEA-SEIU shall pay the entire LRC administration fee. If a request has not been received by LRC within twelve (12) weeks of the Office of Employee Relations' receipt of the request for arbitration, MSEA-SEIU will be deemed to have waived its right to appeal the Step 2 decision to arbitration.

Unless the parties mutually agree on another arbitrator, or unless the parties use the LRC for arbitrator selection, they agree to use the Tri-Partite Arbitration Process, as described in the Memorandum of Agreement on that subject dated February 25, 1999.

(c) The decision of the arbitrator shall be binding consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. The arbitrator shall have no authority to award interest on any award. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except as provided in section 2.4(b) of this Article, and except that each party shall bear the costs of preparing and presenting its own case.

(d) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the LRC which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(e) In grievances involving discharge of an employee and/or discipline which has led to a discharge, the arbitration hearing shall be held within twelve (12) months of the submission of the demand for arbitration, unless the parties mutually agree to waive this requirement. Subsequent hearing dates, if necessary, shall be held at the earliest date(s) offered by the assigned arbitrator and which is mutually acceptable to the parties. The parties agree that in the event of a conflict in the scheduling of grievance arbitrations, grievances involving discharge and/or discipline which has led to a discharge shall have priority over all other pending grievance arbitration matters between the parties.

3. General Provisions

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

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

3.3 In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or the employee's representative meets the time limits or extensions thereof. Failure of the State and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and ~~the employee and/or MSEA shall be awarded the requested remedy in resolution of the grievance.~~ the employee and/or MSEA-SEIU may proceed to the next step.

3.4 Grievances resolved at Step 1 shall not constitute a precedent unless a specific agreement to that effect is made by the Chief Counsel, Office of Employee Relations, or their designee and MSEA-SEIU.

3.5 An aggrieved employee and/or the employee's representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the State. The State shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the Union. Relevant records and documents may be provided electronically.

3.6 An aggrieved employee and any employee's witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall include up to a total of one (1) hour, per grievance meeting, to meet with an MSEA-SEIU representative before and /or after a grievance meeting under this Article, but shall not be construed to include preparation of paper work, record-keeping, conferences among Association officials or preparation for representation at a grievance hearing, except as provided above.

3.7 The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand.

3.8 For the purposes of this article, "in writing" shall include emails and any related attachments.

3.9 The State shall provide to MSEA a list of the current department and/or agency heads to whom Step 1 grievances should be filed, their contact information including email address, and shall provide updates to MSEA in the event of changes.

MSEA Counter to State Proposal 2 (Grievance Procedure) **September 10, 2025**
All Units

3.10 In computing the number of days allowed by this article, the day of the act, event or omission triggering the relevant period of time to run is not included. The last day of the period is included, unless State offices are closed, in which event the period runs until the end of the next day on which State offices are open.

Tentatively Agree to:

Lindsey Bigelow	8/19/2026	Jessica Ford	9/10/2025
For MSEA	Date	For the State	Date

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 qualifying relative (as defined in the below chart) or in the event the employee, significant other or coparent experiences a stillbirth or miscarriage after the first thirteen weeks. ~~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~~. Any unused bereavement leave is waived after three-hundred-sixty-six (366) calendar days following the death of the qualifying relative except in the event that extenuating circumstances prevent the employee from taking the leave within that time frame. 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.

"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 or adopted minor child or children.

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

Relatives of the Employee	Relatives of the spouse or significant other
Spouse	Child
Significant Other	Grandchild
Child	Parent
Stepchild	Stepparent
Foster Child	Foster Child
Grandchild	Sibling
Sibling	Sibling-in-Law
Stepsibling	Grandparent
Sibling-in-Law	
Parent	
Stepparent	
Guardian	
Ward	
Grandparent	
Co-Parent of shared minor child(ren)	

Seen and Agreed to:

Jessica Ford 12/5/2025

For the State Date

12/5/2025

For MSEA Date

ARTICLE 45. PARENTAL LEAVE

Paid parental leave for 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 forty-two (42) calendar days (six weeks), taken continuously, beginning no later than 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) 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), State Family and Medical Leave Act and/or State Paid Family and Medical Leave Act. Paid and unpaid leave provided for in this article may run concurrently with leave available under the FMLA.

Tentatively agreed to:

8/26/2025
Angela MacWhinnie Date
MSEA Chief Negotiator

7/23/25
Jessica Ford Date
State of ME Chief Negotiator

MSEA Proposal to State
Proposal #20 Rest and Lunch Periods June 18, 2025
OM&S, Pro-Tech, Admin and Supervisory

ARTICLE 55. REST AND LUNCH PERIODS

1. The present practices of agencies, departments or organizational units with respect to rest periods during the regular workday shall be continued, provided that each employee shall be allowed two (2) rest periods with pay of fifteen (15) minutes during each regular workday. Employees whose duties involve continuous operations where breaks cannot be scheduled shall take personal rest periods as schedules permit.

2. Present practices of agencies, departments or organizational units with respect to lunch periods during the ~~regular~~ workday shall be continued, provided that each employee shall be allowed at least one-half (½) hour for lunch without pay during each ~~regular~~ day or have the employee's lunch period considered as time worked if the employee is required to work through the lunch period eats while performing the employee's regular duties.

3. Ferry Service employees shall be entitled to have their one-half (½) hour lunch periods scheduled between 11:30 a.m. and 1:00 p.m. When Ferry Service employees are required to remain on duty during that period, they shall be permitted to eat lunch on the job and the time shall be considered time worked for pay and other purposes.

4. When it is reasonably anticipated that overtime will extend for two (2) hours or more, an employee shall be allowed a rest period with pay of fifteen (15) minutes be- tween the end of a regular work schedule and the beginning of the overtime work. If overtime is to continue beyond four (4) hours, an employee shall be allowed a meal period with pay of at least one-half (½) hour after four (4) hours of overtime and an additional meal period with pay of at least one-half (½) hour after each additional four (4) hours of overtime providing the employee will be continuing to work thereafter. After completing four (4) hours of overtime, the employee shall be allowed a rest period with pay of fifteen (15) minutes during each additional four (4) hours of overtime. It is not the intent of this paragraph to combine the rest and meal periods provided.

Seen and Agreed

Jessica Ford 12/5/2025 | [signature] 12/5/2025

For the State Date | For MSEA Date

Pro-Tech

ARTICLE 28. EXPENSE REIMBURSEMENT

A. Mileage Allowance

A. Mileage Allowance

1. Effective on January 16, 2026, the mileage allowance will be calculated as ~~80%~~ 80% of the federal rate, rounded to the nearest cent. Thereafter, effective November 1st of every calendar year, the mileage allowance will be calculated as 85% of the federal rate as of October 1 of that same year.. ~~75 % of the federal rate in effect as of October 1, 2023, rounded up to the nearest cent. Thereafter, effective November 1 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.~~

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.

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 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.

5. Meal allowances for extended days will be paid at the rate of ~~eight dollars ($8.00)~~ **ten ($10.00)** for breakfast and twenty dollars ($20.00) for dinner. Receipts shall not be required to receive the ~~reimbursement~~ **meal allowance** for extended days.

6. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance of **thirty dollars** ~~twenty-eight dollars~~ ($~~28~~**30**.00).

D. Uniform Maintenance Allowance

The State shall continue to supply uniforms to employees whom it requires to wear uniforms as a condition of employment. When uniform maintenance is the responsibility of the employee, such employee shall be paid a uniform maintenance allowance of two hundred dollars ($200.00) per year unless the State makes other arrangements for uniform maintenance. The uniform maintenance allowance shall be paid to full-year 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. Seasonal employees shall be paid the uniform maintenance allowance on a monthly basis provided that such employee is in pay status as of the fifteenth (15th) of any calendar month.

The classes currently receiving uniforms and which shall be eligible for the uniform maintenance allowanceare as follows:
Driver License Examiner
Entomologist I
Entomologist II
Entomologist III
Forest Technician
Forester I
Forester II
Motor Carrier Inspector
All other classifications which currently meet the criteria of being required to wear and maintain a State issued uniform as determined by management shall also receive this stipend.
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, Licenses, Certification

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 or the state** 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. **Funds shall**

also be used for fees related to maintaining professional license or certification required by the employee's current position, including testing fees, renewal fees applications continuing education. Requests for funds shall not be unreasonably denied. This provision shall not apply to reimbursements covered under Section H and I. 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.

Consistent with DHHS policy, the Department of Health and Human Services will assume financial responsibility for the monthly payments associated with outstanding student loans which are directly related to the purpose of obtaining Nursing credentials for any Licensed Practical Nurse, Nurse I, Hospital Nurse II, and Hospital Nurse III at Riverview Psychiatric Center or Dorothea Dix Psychiatric Center. This loan repayment will continue throughout the tenure of the individual's employment in the Nursing profession within the State and any payment of the unpaid balance will cease upon separation from service. This program will continue based on funding availability.

H. CDL, Medical Card and Hazmat Endorsement Testing and Renewal: All staff that are required to maintain a CDL, medical card or a CDL license with hazmat endorsement, the State shall reimburse the Employee for the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

I. Maritime Credential Reimbursed: All staff that are required to maintain a twic card or merchant mariner credential shall be reimbursed the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

OM&S

ARTICLE 28. EXPENSE REIMBURSEMENT

A. Mileage Allowance

1. Effective on January 16, 2026, the mileage allowance will be calculated as ~~80%~~ 80% of the federal rate, rounded to the nearest cent. Thereafter, effective November 1st of every calendar year, the mileage allowance will be calculated as 85% of the federal rate as of October 1 of that same year. ~~75 % of the federal rate in effect as of October 1, 2023, rounded up to the nearest cent. Thereafter, effective November 1 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.~~

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.

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 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.

5. Meal allowances for extended days will be paid at the rate of ~~eight dollars ($8.00)~~ **ten ($10.00)** for breakfast and twenty dollars ($20.00) for dinner. Receipts shall not be required to receive the ~~reimbursement~~ **meal allowance** for extended days.

6. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance of ~~twenty-eight~~ **thirty** dollars ($~~28~~**30**.00).

D. Uniform Maintenance Allowance
The State shall continue to supply uniforms to employees whom it requires to wear uniforms as a condition of employment. When uniform maintenance is the responsibility of the employee, such employee shall be paid a uniform maintenance allowance of two hundred dollars ($200.00) per year unless the State makes other arrangements for uniform maintenance. The uniform maintenance allowance shall be paid to full-year 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. Seasonal employees shall be paid the uniform maintenance allowance on a monthly basis provided that such employee is in pay status as of the fifteenth (15th) of any calendar month.

The classes currently receiving uniforms and which shall be eligible for the uniform maintenance allowance are as follows:
Allagash Park Ranger
Baxter Park Trail Specialist
Capitol Security Screener
Entomology Technician
High Voltage Electrician (DAFS/BGS only)
Military Firefighter
Navigational Aides Assistant
Navigational Aides Crew Leader
Park Ranger
Senior Entomology Technician
All other classifications which currently meet the criteria of being required to wear a and maintain a State issued uniform as determined by management shall also receive this stipend.

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, Licenses, Certification

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 or the state** 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. **These funds shall also be used for fees related to maintaining professional license or certification, including testing fees. Requests shall not be unreasonably**

denied. This provision shall not apply to reimbursements covered under Section H and I. 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.

G. CDL, Medical Card and Hazmat Endorsement Testing and Renewal: All staff that are required to maintain a CDL, medical card or a CDL license with hazmat endorsement, the State shall reimburse the Employee for the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

H. Maritime Credential Reimbursed: All staff that are required to maintain a twic card or merchant mariner credential shall be reimbursed the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

Supervisory

ARTICLE 28. EXPENSE REIMBURSEMENT

A. Mileage Allowance

1. Effective on January 16, 2026, the mileage allowance will be calculated as ~~80%~~ 80% of the federal rate rounded to the nearest cent. Thereafter, effective November 1st of every calendar year, the mileage allowance will be calculated as 85% of the federal rate as of October 1 of that same year.~~75 % of the federal rate in effect as of October 1, 2023, rounded up to the nearest cent. Thereafter, effective November 1 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.~~
~~rate in effect as of October 1 of that same year, rounded up to the nearest cent.~~

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.

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 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.

5. Meal allowances for extended days will be paid at the rate of ~~eight dollars ($8.00)~~ **ten ($10.00)** for breakfast and twenty dollars ($20.00) for dinner. Receipts shall not be required to receive the ~~reimbursement~~ **meal allowance** for extended days.

6. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance of **thirty dollars ($30.00)** ~~twenty-eight dollars ($28.00)~~.

D. Uniform Maintenance Allowance

The State shall continue to supply uniforms to employees whom it requires to wear uniforms as a condition of employment. When uniform maintenance is the responsibility of the employee, such employee shall be paid a uniform maintenance allowance of two hundred dollars ($200.00) per year unless the State makes other arrangements for uniform maintenance. The uniform maintenance allowance shall be paid to full-year 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. Seasonal employees shall be paid the uniform maintenance allowance on a monthly basis provided that such employee is in pay status as of the fifteenth (15th) of any calendar month.

The classes currently receiving uniforms and which shall be eligible for the uniform maintenance allowance are as follows:

Allagash Park Ranger II
Asst. Military Fire Chief
Driver License Examiner II
Fire Investigations Supervisor
High Voltage Electrician Supervisor (DAFS/BGS only)
Military Firefighter Supervisor
Navigational Aides Supervisor
Park Manager I
Park Manager II
Park Manager III
Park Manager IV
All other classifications which currently meet the criteria of being required to wear a and maintain a State issued uniform as determined by management shall also receive this stipend.

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, Licenses, Certification

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 or the state** 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. These **funds shall also be used for fees related to maintaining professional license or certification required by the employees current position, including testing fees. Requests shall not be unreasonably denied. This provision shall not apply to reimbursements covered under Section I and J.** 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.

Consistent with DHHS policy, the Department of Health and Human Services will assume financial responsibility for the monthly payments associated with outstanding student loans which are directly related to the purpose of obtaining Nursing credentials for any Nurse IV at Riverview Psychiatric Center or Dorothea Dix Psychiatric Center. This loan repayment will continue throughout the tenure of the individual's employment in the Nursing profession within the State and any payment of the unpaid balance will cease upon separation from service. This program will continue based on funding availability.

I. CDL, Medical Card and Hazmat Endorsement Testing and Renewal: All staff that are required to maintain a CDL, medical card or a CDL license with hazmat endorsement, the State shall reimburse the Employee for the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

J. Maritime Credential Reimbursed: All staff that are required to maintain a twic card or merchant mariner credential shall be reimbursed the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

Admin

ARTICLE 28. EXPENSE REIMBURSEMENT

A. Mileage Allowance

1. **1. Effective on January 16, 2026, the first of the month following the effective date of this contract rounded to the nearest cent, the mileage allowance will be calculated as ~~80%~~ 80% of the federal rate**. Thereafter, effective November 1st of every calendar year, the mileage allowance will be calculates as 85% of the federal rate as of October 1 of that same year.~~75 % of the federal rate in effect as of October 1, 2023, rounded up to the nearest cent. Thereafter, effective November 1 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.~~

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.

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 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.

5. Meal allowances for extended days will be paid at the rate of ~~eight dollars ($8.00)~~ **ten ($10.00)** for breakfast and twenty dollars ($20.00) for dinner. Receipts shall not be required to receive the ~~reimbursement~~ **meal allowance** for extended days.

6. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance of **thirty dollars ($30.00)** ~~twenty-eight dollars ($28.00)~~.

C. Reimbursement for Advanced Courses, Licenses, Certification

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 or the state** 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. These **funds shall also be used for fees related to maintaining professional license or certification required by the employee's current position, including testing fees. Requests shall not be unreasonably denied.** This provision shall not apply to reimbursements covered under Section E. 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.

D. Uniform Maintenance Allowance

The State shall continue to supply uniforms to employees whom it requires to wear uniforms as a condition of employment. When uniform maintenance is the responsibility of the employee, such employee shall be paid a uniform maintenance allowance of two hundred dollars ($200.00) per year unless the State makes other arrangements for uniform maintenance. The uniform maintenance allowance shall be paid to full-year 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. Seasonal employees shall be paid the uniform maintenance allowance on a monthly basis provided that such employee is in pay status as of the fifteenth (15th) of any calendar month.
The classes currently receiving uniforms and which shall be eligible for the uniform maintenance allowance are as follows:
Customer Representative Specialist License

All other classifications which currently meet the criteria of being required to wear a and maintain a State issued uniform as determined by management shall also receive this stipend.

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. CDL, Medical Card and Hazmat Endorsement Testing and Renewal: All staff that are required to maintain a CDL, medical card or a CDL license with hazmat endorsement, the State shall reimburse the Employee for the full cost of testing, renewal and endorsement fees. Such reimbursement will only apply to successful testing, renewal and endorsement fees.

Seen and Agreed to:

Jessica Ford 12/5/2025 12/5/2025
For the State Date For MSEA Date

ARTICLE 63. STATE VEHICLES AND EQUIPMENT

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, **Public Safety Mechanics,** 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 twelve hundred dollars ($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.

State Proposal to MSEA
OMS

August 13, 2025

Tentatively agreed to:

8/26/2025
Angela MacWhinnie Date
MSEA Chief Negotiator

8/20/2025
Jessica Ford
Jessica Ford Date
State of ME Chief Negotiator

MSEA Counter to State
MSEA Proposal #12/State Proposal #5 4/3/26

ARTICLE 35. LABOR/MANAGEMENT COMMITTEES

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, to include members appointed by MSEA-SEIU and members appointed by the State Office of Employee Relations, and the frequency of 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.

A. 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. Standing 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 (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.

B. 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; Professional and Technical Services; Supervisory Services; and Law Enforcement 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.

C. 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.

D. 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, 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-SIEU. The labor/management committee has no authority to add to, delete from, or modify this agreement.

~~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.~~

~~3~~.E. 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.

~~D.~~F. 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-SIEU. The labor/management committee has no authority to add to, delete from, or modify this agreement.

~~E.~~ G. Artificial Intelligence

There shall be a Labor/Management Committee concerning any implementation of recommendations from the Maine Artificial Intelligence Task Force, created on December 20, 2024. Each bargaining unit impacted by the implementation of any recommendations as it relates to MSEA members' wages, hours, and working conditions shall have at least one representative. There shall be 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.

MSEA is not agreeing to waive their right to bargain over the introduction or use of AI. ~~**Should the State create another committee or Task Force concerning AI or its implementation, MSEA shall have seats on the committee or Task Force.**~~

~~F.~~ H. MRS Tax Examiner Progression Program

A committee made up of six (6) ~~four (4)~~ ~~**one representative from each unit (e.i: collections, levy unit, audit unit, etc.)**~~ MRS employees chosen by MSEA, and ~~four (4)~~ six

(6) ~~**equal number of**~~ **representatives from management** chosen by MRS shall work together to evaluate ~~discuss~~ **address** MSEA's concerns related to the MRS Tax Examiner Progression Program. The committee members selected must be representative of all employees eligible to participate in the program. The ~~c~~Committee will select a chair from each party to schedule meetings. Generally, there should be at least four (4) meetings each year. The C~~c~~ommittee will provide a problem-solving setting with the goal of identifying ways the program may be improved. ~~to deal with day-today issues concerning the progression program **as well as test and implement solutions to improve the program**.~~ Committee members may participate in ~~the work of the~~ committee meetings during working hours without loss of pay or benefits. The labor/management committee has no authority to, add to, delete from, or modify this agreement or requirements established by statewide policy.

I. EUT Cooks

There shall be a Labor/Management Committee formed concerning the acceptance of the EUT Cooks into the MSEA OMS bargaining unit. This committee intends to work collaboratively on addressing any unintended issues that arise for the EUT Cooks in their joining of the OMS bargaining unit. **Once a concern is raised the Committee shall convene the Committee to address the matter within 30 days.**

Tentatively Agree to:

Lindsey Bigelow	4/6/2026	Jessica Ford	4/6/2026
Lindsey Bigelow Chief Negotiator for MSEA	Date	Jessica Ford Chief Negotiator for SOM	Date

CARTICLE 11. 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. Employees who spend at least eighty percent (80%) of their time operating VDT's, who provide documentation of an annual eye examination, shall 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.

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.

<u>NEW: OM&S</u>

4. It is understood that Chemist Assistants in the DHHS Health & Environmental Testing Laboratory who perform laboratory testing are eligible for the reimbursement of prescription safety glasses pursuant to the benefits provided under this Article.

<u>Pro-tech</u>

4. It is understood that Chemists I & II, Microbiologists I & II, Lab Technicians II, and Quality Assurance Officers in the DHHS Health & Environmental Testing Laboratory who perform laboratory testing are eligible for the reimbursement of prescription safety glasses pursuant to the benefits provided under this Article.

<u>Supervisory Services</u>

4. It is understood that Chemists III, Microbiologists III, and Microbiologist Supervisors in the DHHS Health & Environmental Testing Laboratory who perform laboratory testing are eligible for the reimbursement of prescription safety glasses pursuant to the benefits provided under this Article.

Tentatively agreed to:

8/20/2025

Angela MacWhinnie Date
MSEA Chief Negotiator

Jessica Ford 7/9/2025

Jessica Ford Date
State of ME Chief Negotiator

State counter MSEA Proposal to State
Proposal #10 Alternative Work Schedules
OM&S, Pro-Tech, Admin and Supervisory

April 10, 2025

MEMORANDUM OF AGREEMENT ALTERNATIVE WORK SCHEDULES

A labor management committee was agreed to by the parties in the 2023-2025 collective bargaining agreement. The parties met over the course of late 2024 and early 2025 to discuss Alternate Work Schedules and discuss recommendations to improve flexible scheduling.

Based on the recommendation of the parties, the State shall establish, no later than sixty (60) days after the ratification of the Collective Bargaining Agreement, a 6-month pilot study intended to add an appeal process for if/when employees are denied an alternate work schedule. This 6-month pilot program is created to allow the State Human Resources Officer **or their designee** and MSEA to study where flexibility is denied the most, why agencies may be denying alternate work schedules and if/where flexible work schedules can be expanded and where they cannot. The parties agree to meet at the second and fourth month of the 6-month pilot program to discuss the progress and make any modifications as needed. The parties also agree to meet at the end of the 6-month pilot program to discuss ending or extending the pilot.

Tentatively agreed to:

8/20/2025 | Jessica Ford July 9, 2025

Angela MacWhinnie, MSEA Date | Jessica Ford, State of ME Date

State Counter to MSEA Counter to State on MSEA Proposal to State
Proposal #30 Employee Data July 9, 2025
OM&S, Pro-Tech, Admin and Supervisory

ARTICLE 24. EMPLOYEE DATA OR EMPLOYEE INFORMATION

1. Where not prohibited by law, the State shall furnish to MSEA-SEIU on a weekly basis, an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, to the extent practicable, the name, home mailing address (including street, city/town, state and zip code), a unique alpha and/or numerical identifier, class code, classification title, pay range and step, department, employing agency, initial date of hire, current date of hire, city employed in, work location address, home phone, work phone, bargaining unit, salary specification, pay cycle, authorized hours, authorized weeks, status, union membership code, Income Protection insurance code, annual salary amount appointment code, hire type, position type and work email address for each employee covered by this Agreement. In addition, the State shall supply MSEA- SEIU with those employees who have terminated their State service on the same weekly basis. MSEA-SEIU shall indemnify, defend and hold the State harmless against all claims and suits, which may arise as a result of the State's furnishing such listing and file to MSEASEIU.
2. The parties anticipate that the new Human Resources Management System will have the capability to provide physical work location address. Within thirty (30) days of the availability of that capability, the State will provide physical work location address for each employee covered by this Agreement as part of the data provided to MSEA-SEIU on a weekly basis.
3. Upon mutual agreement, the State and MSEA-SEIU will use technology available to each party for the purpose of transmitting and receiving the aforementioned electronic data in the most efficient and secure manner possible. MSEA-SEIU Information Technology staff will work with the State on file format and transfer protocols.

~~Effective February 1, 2026 or if Prism can accommodate earlier~~ Effective as soon as practicable but no later than ~~January 1, 2026~~ January 16, 2026, the State shall add the following items to the weekly reported information: annual stipend amount, annual shift and/or weekend differential pay, and longevity pay amounts.

8/20/2025	Jessica Ford July 9, 2025
Angela MacWhinnie Date	Jessica Ford Date
MSEA Chief Negotiator	State of ME Chief Negotiator

ARTICLE 63. [redacted] INFORMATION

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

1. Employees participating in the Public Service Loan Forgiveness (PSLF) program will continue to be assisted by their Human Resources Office to certify and recertify employment for the PSLF Employment Certification.
2. The State will provide employees with information about organizations providing [redacted] education and other [redacted] services, such as the Finance Authority of Maine (FAME).
3. Both the State and MSEA-SEIU will make [redacted] counseling and/or [redacted] programs information available 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~~ [redacted] ~~counseling and loan programs will be planned and begun upon ratification of the~~ 2025-2027~~2023-2025 Agreement.~~

Tentatively agreed to:

8/20/2025

Angela MacWhinnie Date
MSEA Chief Negotiator
Negotiator

Jessica Ford 7/16/2025

Jessica Ford Date
State of ME Chief

ARTICLE 74. WORKERS' COMPENSATION

Employees who become incapacitated/unable to work, as determined by the State's medical provider, as a result of physical assault in the line of their employment, shall not suffer any loss in pay or benefits during the waiting period established by Workers Compensation.

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

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

Prior to possible termination after one year on compensation, an employee will receive at least a ninety (90) day notification of the termination process and, at the same time, will be requested to provide an updated, current medical report which assesses the employee's ability or tolerance to return to the employee's last position. Should the medical report indicate potential fitness to return to work in the position formerly held within six (6) months of the employee's one (1) year date on workers' compensation, the termination date will be projected ahead to the specified date in the medical report, but in no case, for a period of more than six (6) months on a "one time only basis". The termination date will then become the date established beyond the one (1) year anniversary and will become the automatic date of termination unless the employee returns to work able to perform the duties of the job. However, reasonable accommodations will be made for employees who are disabled.

If an employee who is terminated pursuant to this Article is eligible for and makes application for disability retirement, the State shall continue to provide the employee's group health insurance and shall continue to pay the cost of the employee's coverage, as well as sixty percent (60%) of the dependent coverage, until the employee receives their first disability retirement check or until six (6) months after the termination, whichever occurs first.

In the event that any employee who has been terminated pursuant to this Article regains a work capacity and returns to work, the employee shall not lose the benefit of any prior years of State service immediately preceding the employee's termination, for purposes of seniority, vacation accrual rate, restoration of sick leave credits, and longevity pay.

Tentatively agreed to:

8/20/2025

Angela MacWhinnie Date
MSEA Chief Negotiator

7/23/25

Jessica Ford Date
State of ME Chief Negotiator

ARTICLE 66. UNPAID PERSONAL LEAVES OF ABSENCE

1. Any employee may apply for an unpaid personal leave of absence for good and sufficient reason. Leave pursuant to this provision may be for a period not exceeding nine (9) months in any fourteen (14) consecutive months. Such leave may be granted at the discretion of the appointing authority and shall not be unreasonably denied. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act, State Family and Medical Leave Act and/or State Paid Family and Medical Leave Act. All requests for such leave and responses shall be in writing. The application for leave must specifically state the reasons for such application and the length of time requested. After completion of a period of personal leave of absence, the employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence. If the employee's position is abolished during any such leave, the employee shall be notified and allowed to exercise their rights under the Seniority Article of this Agreement.
2. A leave of absence without pay and without loss of seniority not to exceed one (1) year may be granted to an employee to permit the employee to accept a position in State service that is excluded from bargaining units under 26 M.R.S.A. §979-A(6) (the State Employees Labor Relations Act). Such employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence within the one (1) year period. Any employees who have filled vacancies created by the initial movement of the returning employee shall likewise be entitled to return to their former positions.
3. Except as provided in the Seniority Article, if an employee is laid off from an excluded position for reasons beyond the employee's control after the expiration of said one (1) year leave, the employee shall at their request be placed on any reemployment registers for which the employee is eligible. Upon reemployment the employee shall be credited with the seniority earned up to the start of the leave granted pursuant to this Article.
4. Any employee currently on leave of absence from a position in this bargaining unit under Personnel Rule, Chapter 11, Section 3C shall be continued on such leave through the end of the employee's current coterminous or fixed term appointment or for one (1) year from the effective date of this Agreement if the employee is serving in a position which does not involve a fixed or coterminous term. An employee on leave for a fixed term or coterminous appointment may upon application have such leave extended for up to three (3) months pending reappointment to such excluded position.
5. Any leave of absence granted pursuant to this Article may be canceled by the appointing authority at any time for good reason upon prior written notice to the employee, specifying a reasonable date of termination of the leave and the reason for cancellation.

State 17 to MSEA (Unpaid Personal Leaves of Absense) All units June 24, 2025

Tentatively agreed to:

8/20/2025

Angela MacWhinnie Date
MSEA Chief Negotiator

Jessica Ford 7/23/2025

Jessica Ford Date
State of ME 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 t~~o~~ **race, color, sex (including pregnancy of the employee or pregnancy of the employee's partner), sexual orientation, gender identity, physical or mental disability (unless a bona fide occupational qualification), religion, age, ancestry, national origin, familial status, genetic information, and marital status. Likewise, traits that are associated with protected class status, such as natural hair textures, Afro styles, protective hair styles (such as braids, twists, and locks), head coverings, and protected class related body modifications are also included as part of a person's protected class.**~~**race, religion, color, national origin, ancestry, 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, color, sex, sexual orientation, gender identity, physical or mental disability, religion, age, ancestry, national origin, familial status, genetic information, and marital status. Likewise, traits that are associated with protected class status, such as natural hair textures, Afro styles, protective hair styles (such as braids, twists, and locks), head coverings, and protected class related body modifications are also included as part of a person's protected class.** ~~**race, religion, 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, 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.

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 **and/or workplace bullying,** including harassment because of sexual orientation, is unacceptable conduct and will not be condoned or tolerated by MSEA-SEIU or the State. The State agrees to annually post and/or distribute the State of Maine Policy Statement Against Harassment.

MSEA and the State agree that they are committed to maintaining a workplace that is free from bullying. Consistent with this commitment, the Executive Branch agreed to implement a Workplace Bullying Policy, which was made effective on December 1, 2024.

~~MSEA-SEIU and the State agree that all workers shall be entitled to have a healthy work environment, free of bullying and personal harassment.~~ ~~Bullying, also known as moral or~~

~~psychological harassment, includes any inappropriate conduct or comment towards an individual that the person knew, or a reasonable person should have known, would cause that individual to be humiliated or intimidated. Workplace bullying includes the mistreatment of an employee by one or more coworkers, and may involve psychological abuse, humiliation, or attempts to undermine the employee's work by sabotage including excessive monitoring, overly harsh and unjustified criticism, threats, intimidation, the excessive and unrealistic assignment of tasks, or the significant reduction of tasks.~~

~~Supervisors, Managers, and Directors, who receive complaints or have actual knowledge, shall begin an investigation within three work days of the receipt of the complaint and in coordination with Human Resources and shall take appropriate prompt remedial steps to respond to interpersonal misconduct or allegations of bullying or harassment. If the employee has received a threat of violence, the State shall investigate within one work day and take steps to assure the safety of the employee. The Employer and Union agree targets of bullying or harassment can be reluctant to confront their harasser or bully. It is further agreed that they may fear retaliation, lack of support from their work group, or disbelief by their supervisor or others. Therefore, it is agreed that the target may seek assistance by reporting the incident directly to Human Resources. Human Resources will act upon the complaint without delay. Human Resources shall make every effort to conclude their investigation in a timely manner with no investigation remaining incomplete longer than thirty days.~~

~~Union Representation will not be denied if requested. There will be no retaliation or other adverse action taken by any party against an individual who makes a good-faith complaint, reports an incident of bullying or harassment, or who in good faith provides information in the course of the investigation of such a complaint or report. Both parties agree to encourage any Employee who believes they have been targeted by bullying or harassment in violation of this Article to utilize the internal review procedure established by the State of Maine. A bargaining unit Employee may have Union assistance to help file and process such a complaint. If a bargaining unit Employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance.~~

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.

Tentatively Agreed to:

8/20/2025 | Jessica Ford 8/20/2025

Angela MacWinnie Date
MSEA Chief Negotiator

Jessica Ford Date
State of ME Chief Negotiator

ARTICLE 31. and 32. 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.

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. **The State shall make timely efforts to correct or mitigate** ~~Such unsafe conditions shall be corrected within 48 hours from notice of the employee. Good faith efforts will be undertaken to correct or mitigate~~ **working conditions that are found ~~agreed~~ to be unsafe.** ~~by the appointing authority.~~ 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. Should concerns be raised of unsanitary or unsafe conditions in worksites or State provided housing, the State shall ~~make a good faith effort to~~ investigate and remedy or mitigate the unsanitary or unsafe conditions. The State may provide an alternate workplace and/or State provided housing if unsanitary or unsafe conditions **are found to be present.** ~~are confirmed by the appointing authority or their designee.~~

9. In the event any employee believes that in their professional opinion they have been given an assignment that is unsafe or that in their opinion endangers patient, resident, or ward care, they shall immediately notify their supervisor or designee, who shall respond as soon as possible to review the assignment.

~~10. If staffing levels are such that an employee believes there is risk to health or safety to themselves, patients, residents, or wards, they may raise these concerns with their supervisor to address.~~

Agreed to:

Lindsey Bigelow 8/19/2026
For MSEA

Jessica Ford 11/21/2025
For SOM

State Counter to MSEA Counter to State to MSEA
(Add EUT Cook I and II) November 21, 2025

Compensation Item C.

Retirement Contribution

The State shall, as permitted by 5 M.R.S.A. §17702 §§s5 and 6, pay the cost of the 6.5% or 7.5% retirement contribution for employees in the following classifications.

Compensation/ Placement on Salary Scale: Place classifications on the current MSEA scale that is closest but not less than the current wage scales for each EUT cooks classification. EUT cooks shall receive all wage increases under this collective bargaining agreement.

Add to Reimbursements Article the follow:

- **EUT Cooks shall be reimbursed the full cost of renewal and testing fees for required food preparation/ service certifications. Time used to attend testing shall be paid time.**
- **EUT Cooks shall receive an annual allowance of $150 for food safe/ slip safe or similar footwear.**

OMS
New: EUT Cook I (BHR will create the new classification)
New: EUT Cook II (BHR will create the new classification)

Pro-Tech
Corrections Firearms Instructor
Oil & Hazardous Material Responder I
Oil & Hazardous Material Responder II

SSU
Chief Correctional Firearms Instructor
Chief of Security Correctional
Captain Correctional Food Service Manager
Correctional Industries Manager
Correctional Laundry Supervisor II
Correctional Lieutenant
Correctional Programs Manager
Correctional Warehouse Superintendent
Corrections Unit Manager
Director of Security
Juvenile Facility Operations Supervisor

State Counter to MSEA Counter to State to MSEA
(Add EUT Cook I and II) November 21, 2025

Juvenile Program Manager
Oil & Hazardous Material Responder III

Add classifications in the back of the OMS contract.

Agreed to:

11/21/2025 | Jessica Ford 11/21/2025

Angela MacWhinnie Date | Jessica Ford Date
MSEA Chief Negotiator | State of ME 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, including cooks, who work the school year schedule.

The Committee shall consist of at least two (2) representatives from the unorganized territory schools ~~one representative from each school in the Unorganized Territory~~ and an equal number from management. Meetings shall be held at **least every month** ~~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 in person meetings to be held in a centralized location.

The Committee will be responsible for providing any recommendation(s) to the parties by ~~December 1, 2024~~2026 **June 1, 2026**.

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.

~~The Committee shall also be charged with discussing the following:~~

1. ~~Extracurricular Summer School Stipends-the parties agree that they will discuss which extracurricular activities currently exist at the EUT, and create a list that entitles them for stipends similar to what the correctional teachers currently have.~~

2. ~~Compensation for work during the summer months.~~

C. New or additional stipends may be agreed to within the EUT, utilizing the same process for proposing extracurricular activities outlined in the Memorandum of Agreement for correctional teachers and related classifications.

1. ~~Employees within the unorganized territories schools shall receive extracurricular stipends consistent with those outlined in the Memorandum of Agreement for correctional teachers and related classifications, which will include the same process for proposing extracurricular activities.~~

2. ~~Employees within the unorganized territories school shall receive one and one-half (1½) times their regular hourly rate for all hours worked during the summer school period.~~

Seen and Agreed to:

Jessica Ford 12/8/2025 12/8/2025

For State of Maine Date For MSEA Date

MSEA Modified Proposal to State
Proposal #9 Hours and Schedules — February 24, 2026
OM&S, Pro-Tech, Admin and Supervisory

REMOVE THIS PROCESS FROM ARTICLE 34 AND INCLUDE IT AS AN ADDENDUM TO U-10, THE MEMORANDUM OF AGREEMENT TENTATIVELY AGREED TO BY THE PARTIES ON 8-20-25.

Alternative work schedules represent voluntary, mutually acceptable adjustments to an employee's workweek. Alternative work schedules shall not be imposed. Not all employees or positions are eligible for alternative work schedules.

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

If the employee is not satisfied with the initial determination in response to their alternative work schedule 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 with alternative work schedules must comply with the provisions of their agency's Alternative Work Schedule policy.

JB — Jessica Ford — 8/20/2026

State Counter to
MSEA Counter to State
MSEA Proposal #13 6/2/2026
ARTICLE 26: EMPLOYEE ORGANIZATION LEAVE

[Sections A through F remain unchanged]

G. Leave for Recruitment and Retention Committees.

For a period of one (1) year starting within ninety (90) days from the ratification of this contract, there will be a Recruitment and Retention Committee Pilot Program. This Pilot Program will operate as follows:

For all Recruitment and Retention Committees formed pursuant to 5 MRSA § 7065, the State shall provide leave for one (1) employee from each identified classification to attend such committee meetings when held during an employee's regularly scheduled work hours, including necessary travel time, and preparatory meetings. For each preparatory meeting, the State shall provide one (1) hour of admin leave time for one (1) employee from each identified classification up to three (3) hours of leave time for each employee per Recruitment and Retention Committee. ~~The State shall provide one (1) hour of admin leave time for preparatory meetings for up to three (3) employees per Recruitment and Retention Committee.~~ This language does not mean that committees must meet during the employee's regularly scheduled work hours if those are different from regular business hours. The Pilot Program may be extended through the end of the 2025-2027 collective bargaining agreement, by mutual agreement.

Tentatively Agree to:

Lindsey Bigelow 8/19/2026
Lindsey Bigelow
Chief Negotiator for MSEA Date

Jessica Ford 8/20/2026
Jessica Ford
Chief Negotiator for SOM Date

State to MSEA
Package Proposal
for Successor Agreement to the 2023-2025 Contract
July 27, 2026 (reoffer from State on 8/17/2026 with no deadline for acceptance)

MSEA offers the following package proposal, to be accepted or rejected, without prejudice to any proposals remaining on the table, and without precedent to any further proposals, whether offered individually or in a package. Failure to accept this package proposal in its entirety at or before 12 pm on Tuesday, July 28, 2026, shall constitute a rejection of the package. At that time, MSEA's proposals shall revert to the proposals as they existed prior to any package proposal, as though the package proposal had not been offered. Any MSEA proposal not specifically withdrawn or modified is included; any State proposal or counterproposal not specifically rejected or countered is rejected.

1. **U-25 Compensation:**
    - Effective the pay week commencing closest to September 1, 2026, 4.5% increase
    - Effective the pay week commencing closest to October 4, 2026, a $2,000 lump sum payment. (Less applicable taxes and deductions)
    - The parties agree to place 26-PPC-10 and PPC and 26-PPC-27, into abeyance. Upon ratification and payment of the lump sum, MSEA and the State shall withdraw the claims and counterclaims included in 26-PPC-10 and 26-PPC-27.

2. **U-24 Compensation (non-wages):**
    - F. Call Out pay for Oil and Hazardous Material Responders
    - G. Overtime (personal leave for four additional classifications)
    - L. Standby for MEMA and DOT (as included in State proposal dated 9.10.25)
    - M. Longevity (increase of five cents)
    - N. (Supervisory only) Fish Culture Supervisors Weekend Differential
    - R. ECS Trainer Stipend ($1 to $2)
    - S. Correctional Career Incentive Stipend to Correctional Compliance Program Specialist and Chief Correctional Industries Manager (as included in State proposal dated 12/17/2025
    - (Unnumbered) DHHS License Renewal Reimbursement
    - **In a separate agreement outside of the contract** - OADS Human Services Caseworkers who, via a current pilot program, volunteer for OCFS hoteling and emergency department shifts will receive an additional $2/hr. stipend on top of their existing $3/hr. stipend **for a total $5/hr. stipend**.

3. **The parties agree to:**
    - U-5 Vacation (State 2nd proposal dated 6.11.26)
    - U-6 Sick Leave (State proposal dated 6.2.26)

- U-13 Recruitment and Retention (State proposal dated 6.2.26)
- U-16 ADA Accommodations (State proposal dated 6.11.26)
- U-19 Performance Evaluations (State 2nd Proposal dated 6.11.26)
- U-31 OT Comp (State Proposal dated 6.2.26)
- S-11 Ferry Service Passes (MSEA 2nd proposal dated 6.11.26)

4. **Remainder of all other proposals will be withdrawn except for Reclassification, discussed below.**

5. **This agreement includes any and all prior Tentative Agreements the parties have agreed to. The parties agree to review the effective dates for tentative agreements reached at or prior to fact-finding and to adjust them for prospective implementation.**

6. **The parties agree to utilize the binding interest arbitration process initiated on July 7, 2026 to resolve the disputes around the parties' respective proposals regarding the Reclassification Article, consistent with the procedure set forth under 26 MRSA 979-D(4).**

Tentatively agreed:

Lindsey Bigelow 8/20/2026
For MSEA-SEIU Date
Lindsey Bigelow
Chief Negotiator

Jessica Ford 8/20/2026
For the State Date
Jessica Ford
Chief Negotiator

ARTICLE 47. PASSES AND TELEPHONES - FERRY SERVICE

1. Ferry Service employees will be issued passes authorizing free passage on Ferry Service vessels for the employee, their spouse or significant other, their dependent children and their vehicles for runs to or from the island or residency of the employees. Free passage for a vehicle shall be on the same priority as that afforded paying passengers.

2. Ferry Service employees shall be permitted reasonable use of terminal telephones for necessary calls to home.

3. There shall be a Labor/Management Committee established concerning the definition of vehicle under this article. This Committee will be compromised of up to two (2) MSEA members, one MSEA staff person, and an equal number of management members appointed by the State Human Resources Officer. The intent of this Committee will be to discuss what limitations on free passage are necessary and acceptable. The Committee will meet prior to December 31, 2026 and will provide recommendations to improve this language for the next round of successor negotiations.

Tentatively Agree to:

Lindsey Bigelow	8/19/2026	Jessica Ford	8/20/2026
Lindsey Bigelow Chief Negotiator for MSEA	Date	Jessica Ford Chief Negotiator for SOM	Date

NEW ARTICLE. PERFORMANCE EVALUATIONS

1. Formal evaluations should be conducted upon initial appointment, appointment to another position (promotion or transfer), change in raters, resignation, at the beginning of each performance review period or at the request of the supervisor or employee to discuss progress toward, or changes to, previously established expectations. For permanent employees, performance interviews should be held at least once per year, prior to the employee's performance review date.

2. If an employee's performance evaluation is more than 30-days late and that results in a delayed merit increase, the State shall pay interest on the retroactive payment for the merit increase at the rate of one sixth of one percent (1/6%) per month of the late merit increase.

~~2.~~3. This article will apply to performance evaluations due after January 1, 2027.

~~3.~~4. ~~In the event that the State~~ ~~**'s untimely completion of**~~ ~~is late in completing an employee's performance evaluation~~ ~~**results in a delayed merit increase**~~, ~~the State shall pay~~ ~~**interest on any retroactive merit increase due at the annual rate of 4% the one-year United States Treasury bill rate plus 3%, as defined by 14 M.R.S. Section 1602-B(3).**~~ ~~employees interest of three quarters of one percent (3/41%) per month on all monies due as a result of a performance evaluation from the date that the performance evaluation was due.~~

Lindsey Bigelow 8/19/2026 Jessica Ford 8/20/2026

SOM Counter Package Proposal June 11, 2026
U-16 ADA Accommodations
OM&S, Pro-Tech, Admin and Supervisory

NEW ARTICLE: ADA ACCOMMODATIONS

[CLEAN LANGUAGE]

1. When an employee makes a request for an accommodation under the Americans with Disabilities Act ("ADA"), the employee may choose to have union representation throughout the process. The State will provide the employee with the union's contact information upon request. The State will comply with all federal and state laws regarding disability accommodations.
2. Following receipt of a request for ADA accommodations by human resources, the State shall issue a written acknowledgment of the request to the employee within ~~ten~~ thirty (~~10~~30) calendar~~work~~ days. ~~and shall simultaneously place a copy in the employee's personnel file~~. Employee's making accommodation requests will follow-up with the next human resources contact person if they receive an out of office response.
3. The State shall inform the employee of any ADA accommodations approved and/or denied by way of written notice and place a copy of such notice in the employee's ~~personnel~~ file.

Lindsey Bigelow 8/19/2026 Jessica Ford 8/20/2026

MSEA 2nd Package Proposal June 11, 2026
U-5 Vacation
OM&S, Pro-Tech, Admin and Supervisory

ARTICLE 68. VACATION

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 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) 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 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. If a former state employee is subsequently rehired into a position assigned to an MSEA bargaining unit, vacation will accrue as it would for a new employee for their probationary period following re-employment. After the completion of their probationary period, the employee will then accrue vacation based on total service.

3. 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.~~ a. 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.

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

5. 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.

6. Employees with less than 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 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.~~ 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.~~ b. Maximum Vacation Accruals for Intermittent Employees

Since Intermittent employees are eligible to work up to 1040 hours per year [= ½ 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 ratification of the successor agreement to the 2021-2023 agreement, and each January 1 thereafter, the~~ aAbove 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. If an employee is above the maximum accrual rate on January 1 and has been denied vacation leave in the preceding 12 months, the employee may submit a request to restore up to forty (40) hours of the denied time, resulting in the overage to be utilized within the first quarter of the new year. It is the employee's responsibility to provide supporting documentation of the denial when submitting their request. All requests must be submitted using the appropriate form, contain supporting documentation, and be submitted by January 1. [**Note: The State will create an internal process and develop the appropriate form prior to November 1, 2026, then issue a communication to all employees by December 1, 2026, explaining the process to make a request.]** 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.

7. 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.

8. 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.

9. 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.

MSEA 2nd Package Proposal June 11, 2026
U-5 Vacation
OM&S, Pro-Tech, Admin and Supervisory

10. A seasonal employee ~~of the Baxter State Park Authority and the Maine State Park system~~ may, at the conclusion of seasonal work each year and at the seasonal employee's option, elect to be paid up to the balance of the number of working days of unused vacation leave and compensating time in lieu of overtime accumulated to the seasonal employee's credit. **Such election will not be construed as an interruption in state service if the employee returns to classified or unclassified employment in any capacity within one year. If the seasonal employee does not elect to be paid out at the end of the season, the employee shall carry over any accruals to their next season. Should the seasonal employee separate employment prior to the beginning of the next season, they shall be paid out for any vacation and compensating time accruals at that time.** ~~Election of this option by a seasonal employee may not be construed as an interruption in state service if the employee returns to classified or unclassified employment in any capacity within one year.~~

~~10.~~**11.** 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 Agree to:

Lindsey Bigelow 8/19/2026
Lindsey Bigelow
Chief Negotiator for MSEA Date

Jessica Ford 8/20/2026
Jessica Ford
Chief Negotiator for SOM Date

NEW ARTICLE: Immigration

1. In the event an employee is civilly detained by U.S. Immigration and Customs Enforcement or another federal agency in connection with immigration status or proceedings, the parties may mutually agree to place the employee on an unpaid leave of absence for a specified period of time. During such unpaid leave, the employee shall retain their seniority and position subject to the terms of the agreement. All such agreements shall be in writing.

2. The parties agree to provide notice to each other upon knowledge that an employee has been detained within a reasonable period of time.

3. If, during the period of an unpaid leave of absence, the employee is released and remains authorized to work in the United States, the State shall reinstate the employee to their former position or comparable position within the same classification without loss of seniority, subject to any necessary scheduling or staffing adjustments.

4. An employee terminated due to being civilly detained shall be eligible for reemployment with the State if they are otherwise eligible for rehire.

5. Nothing in this Article shall be construed as a waiver of any legal rights the employee or Union may have under state or federal law, nor shall it obligate the Employer to violate any federal laws regarding employment eligibility.

6. Employees will be given 4 hours of paid leave to attend their citizenship ceremony on the day of their ceremony.

7. Should a federal agency contact the State regarding immigration related enforcement of bargaining unit employees, the State will provide reasonable notice of such contact, unless otherwise prohibited by law or legal order.

Tentatively Agree to:

Lindsey Bigelow	4/3/2026	Jessica Ford	8/20/2026
Lindsey Bigelow Chief Negotiator for MSEA	Date	Jessica Ford Chief Negotiator for SOM	Date

ARTICLE 61 and 62. SICK LEAVE

1. Sick leave credit shall be earned at the rate of one (1) day per calendar month of service. The current practices concerning the earning of sick leave credits shall be continued. Sick leave shall be earned from the employee's date of employment. Sick leave credit shall be earned for any month in which the employee has been in pay status for ten (10) or more workdays or eighty (80) hours. A part-time employee shall earn sick leave in the same proportion as the employee's part-time service bears to full-time service. An employee may accumulate unused sick leave up to a maximum of one hundred and twenty (120) days. Employees currently with lapsed sick leave credits shall have such lapsed sick leave added to their accumulated sick leave up to the maximum allowable accumulation of one hundred and twenty (120) days. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall be ninety (90) days. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any employee who has such lapsed sick leave to their credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources at their discretion may authorize restoration of all or any part of the lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee.

2. 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 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. ~~Employees may elect to use their sick leave in conjunction with their family medical leave, but will not be required to do so~~. 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.

3. Notifications of absence under the provisions of this Article shall be given as soon as possible on the first day of absence or as soon thereafter as circumstances permit.

4. Upon application of an employee, a leave of absence without pay may be granted by an appointing authority for a period of disability because of sickness or injury. If the appointing authority denies the requested leave, it shall state its reason in writing. The appointing authority may, from time to time, require that the employee submit a certificate from the attending physician or a designated physician. If a certificate from a physician other than the attending physician is required, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

5. An employee who is transferred to the jurisdiction of another appointing authority or who accepts employment under the jurisdiction of a new appointing authority without interruption of service to the State shall retain their accumulated unused sick leave credits.

6. A former State employee who is reappointed within four (4) years of their separation may have their previously accumulated and unused balance of sick leave revived and placed to the employee's credit upon approval of the new appointing authority.

7. Any employee returning from layoff, including seasonal employees covered by this Agreement, shall have the unused sick leave accrued as of the time of layoff restored upon the employee's reinstatement.

8. A seasonal employee who accepts another seasonal position during their off season may use sick leave accrued in either position, regardless of which position the employee is serving in at the time of the use.

9.~~. When an employee is on extended sick leave and has used all but one (1) week of their own sick leave, that employee or their representative may submit a request to their Human Resources representative to establish a sick leave bank in the employee's name. Once approved, the HR Representative will circulate a form asking for donations of sick, vacation, or compensating leave from employees within that Department.~~

~~Once the employee returns to work following the extended sick leave, any unused donations to the sick leave bank shall be credited back to the donors in proportion to their original donations.~~

****Proposed language to be added to U-12/S-5 Labor/Management Committees ****

Catastrophic Leave

There shall be a Labor/Management Committee established concerning the state's Catastrophic Leave policy. This Committee will be comprised of up to four (4) MSEA members and an equal number of management members appointed by the State Human Resources Officer. The State Human Resources Officer shall appoint members of BHR to conduct a study for a period of one year into the Catastrophic Leave policy. The intent of this study will be to track all instances of a request to use Catastrophic Leave.

For each request to use Catastrophic Leave, the following information will be anonymously collected for the use of BHR and the Committee:

1. How many hours were donated and then used?
2. What was the reason for the need for Catastrophic Leave?
3. Reason for any denials.

Meetings will be held at least quarterly to provide the Committee with updates of the Catastrophic Leave study being conducted. The study will take place within ninety (90) days from the ratification of this contract through the following twelve (12) months. After completion of the study, BHR will draft updates to the Catastrophic Leave policy. The Committee will review the revised Catastrophic Leave policy prior to implementation. MSEA will be given the opportunity to provide their input and feedback into the amended policy prior to implementation. The State Human Resources Officer or designee shall make the final determination on what edits will be made to the Catastrophic Leave policy.

Tentatively Agree to:

Lindsey Bigelow	08/19/2026	Jessica Ford	8/20/2026
Lindsey Bigelow Chief Negotiator for MSEA	Date	Jessica Ford Chief Negotiator for SOM	Date

MSEA Proposal to State
Proposal #31 Overtime June 25, 2025
OM&S, Pro-Tech, Admin and Supervisory

SUPERVISORY

ARTICLE 9. COMPENSATION

G. OVERTIME

16. The Motor Carrier Inspector Supervisor classification shall be eligible for premium overtime compensation at the rate of one and one-half (1½) times the regular hourly rate after forty (40) hours of actual work in a week. In lieu of premium payment, upon mutual agreement, an employee may earn compensating time at the rate of one and one-half (1½) hours of compensating time for each hour worked outside of the regular scheduled hours.

Tentatively Agree to:

Lindsey Bigelow 8/19/2026
Lindsey Bigelow
Chief Negotiator for MSEA Date

Jessica Ford 8/20/2026
Jessica Ford
Chief Negotiator for SOM Date

State Proposal to MSEA – Pro-Tech
August 19, 2025

N. Weekend Differential

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.

Employees in the Department of Administrative and Financial Services (Bureau of General Services), who are regularly scheduled to work shifts beginning between the hours of 10:00 p.m. Friday and 9:59 p.m. Sunday, shall be eligible for a weekend differential of sixty cents ($.60) per hour added to the base.

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.

TA 8/20/2025

Jessica Ford 8/27/2025

For MSEA

For the State

MEMORANDUM OF UNDERSTANDING

STATE OF MAINE
and
MAINE SERVICE EMPLOYEE ASSOCIATION
SEUI 1989

Professional and Technical Services Bargaining Unit

OADS Human Services Caseworker Stipend

September 2026

The parties enter into the following agreement for Human Services Caseworkers in the DHHS Office of Aging and Disability Services (OADS) who are represented by the Maine Service Employee Association (MSEA) within the Professional and Technical Services Bargaining Unit.

This agreement ensures that OADS Human Services Caseworkers who, via a current pilot program, volunteer for DHHS Office of Child and Family Services (OCFS) hoteling and emergency department shifts will receive an additional two dollars ($2.00) per hour stipend on top of their existing three dollar ($3.00) per hour stipend for a total five dollar ($5.00) per hour stipend.

It is understood that the additional two dollar ($2.00) per hour stipend is for the current pilot program which can be terminated at any time.

This agreement will be effective the start of the pay week closest to the date of ratification and will not be retroactive.

Seen and Agreed to:

Lindsey Bigelow 9/23/26	Jessica Ford 9/25/2026
Lindsey Bigelow Date	Jessica Ford Date
Chief Negotiator, MSEA	Chief Negotiator, OER