

# **AGREEMENT**

**between**

**STATE OF MAINE**

**and**

**MAINE SERVICE  
EMPLOYEES ASSOCIATION  
SEIU LOCAL 1989**



**OPERATIONS, MAINTENANCE, AND  
SUPPORT SERVICES BARGAINING  
UNIT**

**2021 – 2023**

## TABLE OF CONTENTS

Article	Page
Preamble.....	1
1. Union Recognition .....	2
2. Access to Employees .....	3
3. Acting Capacity.....	3
1. Temporary Assignments.....	3
2. Seasonal Employees – Off Season Assignments.....	3
4. Approval of Legislature.....	4
5. Bereavement Leave .....	4
6. Bulletin Boards .....	5
7. Child Care.....	5
8. Childbearing and Adoption Leave.....	6
9. Compensating Time. ....	6
10. Compensation .....	7
A. General Salary Increase.....	7
B. State Minimum Hourly Rate .....	7
C. Salary Schedule Progression.....	7
D. Call Out.....	8
E. Overtime.....	9
F. Shift Differentials .....	10
G. Double Shift Premium.....	10
H. Divers' Stipend.....	10
I. Longevity .....	11
J. Weekend Differential .....	11
K. Climbing Stipend .....	11
Department of Administrative and Financial Services/OIT.....	11
Department of Environmental Protection.....	12
Department of Transportation.....	12
L. Standby .....	12
M. Confined Space Stipend.....	12
N. Institutional Stipend .....	13
O. Aerial Hazard Stipend.....	13
P. Pesticide Application Stipend.....	13
Q. Correctional Career Incentive Stipend.....	13
11. Complaints and Investigations.....	13
12. Computer/Video Interface Operators.....	15
13. Conclusion of Negotiations.....	15
14. Contract Administration .....	16
15. Contracting Out .....	16
16. Copies of Agreement.....	16
17. Court Service.....	17
18. Court Time.....	17
19. Deferred Compensation.....	17
20. Dental Insurance .....	17
21. Dependent Children Post-Secondary Education Benefit .....	17

## TABLE OF CONTENTS

Article	Page
22. Discipline .....	18
23. Electronic Mail .....	18
24. Employee Assistance Program.....	18
25. Employee Data or Employee Information .....	19
26. Employee Development and Training.....	19
27. Employee Organization Leave.....	20
A. Leave for MSEA-SEIU Organization Activities .....	20
B. Leave for Negotiations .....	20
C. Stewards and Chief Stewards.....	21
D. MSEA-SEIU Grievance Committee.....	21
E. Travel Time .....	21
28. Expense Reimbursement. ....	22
A. Mileage Allowance .....	22
B. Lodging and Meal Expenses .....	22
C. Telephone Expenses .....	23
D. Uniform Maintenance Allowance.....	23
E. Reimbursement for Advanced Courses.....	24
F. Reimbursement for State Vehicle Engine Protection.....	24
G. Assignment Out-of-State.....	24
29. Facilities.....	24
A. Ferry Service Relief Crew Facilities.....	24
B. Highway Crew Facilities .....	25
30. Ferry Service Seamen Work Assignments .....	25
31. First Responders Leave... ..	25
32. Grievance Procedure.....	25
1. Definitions and Scope.....	25
2. Procedure.....	25
3. General Provisions .....	27
33. Health and Safety .....	28
34. Health Insurance .....	28
35. Holidays.....	29
36. Hours and Work Schedules .....	30
37. Labor/Management Committees .....	31
A. Statewide .....	31
B. Department Labor/Management Committee .....	32
C. Building Safety .....	32
D. Employee Health.....	33
E. Layoffs in the Event of Budget Shutdown.....	33
F. Medical Examiner Assistants .....	33
G. Standby for OIT Employees.....	33
H. Child Care Benefits .....	34
38. Life Insurance .....	34
39. Maine State Employees Combined Charitable Appeal .....	34
40. Maintenance of Benefits .....	34

## TABLE OF CONTENTS

Article	Page
41. Management Rights .....	34
42. Military Leave .....	35
43. MSEA-SEIU Membership Packets.....	35
44. Non-Discrimination .....	35
45. Outside Employment. ....	36
46. Overtime Assignments.....	36
47. Passes and Telephones - Ferry Service .....	36
48. Permanent Status.....	36
49. Personal Services.....	37
50. Personnel Files.....	37
51. Prison Rape Elimination Act (PREA) .....	38
52. Property Damage .....	38
53. Reclassifications.....	38
54. Relocations.....	39
55. Responsibilities of the Parties.....	40
56. Rest and Lunch Periods .....	41
57. Rules and Regulations.....	41
58. Safety Footwear. ....	41
59. Seniority.....	42
A. Definition and General.....	42
B. Layoffs.....	43
C. Notice of Layoff/Reassignment/Displacement .....	44
D. Recalls .....	44
E. Maine DOT Maintenance and Operations Crews (Including Bridge, Fleet, Highway and Traffic) .....	44
F. Filling of Direct Hire Vacancies.....	45
G. Promotions, Demotions and Transfers.....	46
H. Permanent Seasonal Employees .....	46
I. Part-Time Employees .....	47
J. Positions Outside Bargaining Unit.....	47
K. Laid Off Employees in State Housing.....	48
L. Health Insurance Coverage for Laid Off Employees.....	48
M. Short-Term Seasonal Positions .....	48
N. Filling of Ferry Service Crew Vacancies.....	48
60. Severability .....	48
61. Shift Assignments.....	48
62. Sick Leave .....	49
Sick Leave .....	50
63. State Vehicles and Equipment.....	52
64. Telework.....	52
65. Transportation Worker .....	53
66. Union Membership and Dues Deduction .....	54
67. Unpaid Personal Leaves of Absence.....	55
68. Use of State Facilities .....	56

## TABLE OF CONTENTS

<b>Article</b>	<b>Page</b>
69. Vacation.....	57
69. Vacation.....	58
A. Maximum Vacation Accruals for Part-Time Employees .....	59
B. Maximum Vacation Accruals for Intermittent Employees .....	60
70. Winter Allowance .....	60
71. Withdrawal of Resignation .....	61
72. Work Clothing .....	61
73. Work Rules .....	62
74. Work Stoppage and Slowdown.....	62
75. Workers' Compensation .....	63
76. Term of Agreement.....	64
Classification Listings .....	65
Appendix A .....	66
MOA-Military Firefighters, Military Firefighter Supervisors & Assistant Military Fire Chiefs.....	68
Department of Corrections 42.5-Hour Workweek... ..	80
MOA – Trial Period for Free State Park Access... ..	81
MOA – Comprehensive Review of Classification and Compensation System .....	82
MOA – Consolidation to One Pay Cycle .....	83
MOA – Education in the Unorganized Territories .....	84

## **PREAMBLE**

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

Therefore, this Agreement by and between the parties is entered into as of October 8, 2021.

## **ARTICLE 1. UNION RECOGNITION**

Pursuant to the Maine Labor Relations Board certification dated January 5, 1978, the State recognizes the Maine Service Employees Association (MSEA-SEIU) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all employees included in the Operations, Maintenance and Support Services Bargaining Unit.

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

Employees who are employed on a seasonal basis, i.e., for regularly recurring seasonal periods of three (3) months or more, shall be covered by the provisions of this Agreement upon the completion of six (6) months employment, subject to any special provisions relating to their employment. In order to qualify, such six (6) months must be worked in not more than three (3) consecutive years and only time in pay status during such seasons shall count. Employment time of persons outside State service who are on acting capacity assignment to a seasonal position, and employment time of persons holding a seasonal intermittent position shall not count towards the completion of such six (6) months.

Part-time employees will be covered by the provisions of this Agreement after completion of six (6) months of service except for the provision for dismissal for just cause. The just cause provision for dismissal shall apply after completion of 1,040 compensated hours exclusive of overtime hours. All benefits provided to part-time employees shall be prorated to the extent required by State law.

Temporary, seasonal and on-call employees, excluded by law from the bargaining unit, include project employees, seasonal employees not covered by the preceding paragraphs, persons from outside State service who are on acting capacity assignment, and intermittent employees. Project employees are employees appointed to a project position which is restricted to a planned work program to be completed within a specified period of time and which is not regularly recurring. Intermittent employees are employees who are appointed for a period of time on a sporadic basis and who work not more than one thousand forty (1,040) hours in any consecutive twelve (12) month period beginning with the date of hire or anniversary of date of hire.

Any employee designated as intermittent, who works in excess of the limits set out above and who works more than 1,040 regularly scheduled hours during the period since appointment as an intermittent employee without a break in service due to resignation or dismissal shall be covered by the terms of this Agreement. The sporadic periods such an employee is not in pay status because of the sporadic nature of the position shall not be considered to be a break in service. Where a legislative position count permits, such employee shall be placed in a permanent or limited period full-time or part-time position as appropriate, provided that the employee is eligible for appointment. If necessary, the employee may reopen the appropriate register to establish eligibility.

Nothing in this Article shall be interpreted as removing any rights or benefits of temporary, intermittent, project or seasonal employees provided under Title 5, M.R.S.A., Sections 7068 and 7053, Public Law 667, 1978, or any other provision of law or rule.

## **ARTICLE 2. ACCESS TO EMPLOYEES**

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

MSEA-SEIU's representatives will be granted reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the appropriate State representative with advanced notice of the visit. Such access will not disrupt State operations or violate agency security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA-SEIU representative.

Any MSEA-SEIU representative may have access to employees in this unit for the purpose of explaining MSEA-SEIU programs and benefits during employees' non-working time, e.g., breaks, lunch periods and after hours, provided such access does not interfere with State operations. Such access shall be to non-work areas.

The agencies of the State shall inform MSEA-SEIU of their new employee orientations and/or new hire paperwork processes and shall invite MSEA-SEIU to participate in orientation or new hire meetings through a brief presentation on MSEA-SEIU either in person or electronically. Each new employee, including employees who are new to an MSEA-SEIU bargaining unit, shall be allowed one (1) hour of paid work time within their first six (6) months of employment to meet with a representative of MSEA-SEIU for the purpose of explaining MSEA-SEIU programs and benefits. This meeting shall be scheduled at a time approved by the employee's supervisor and shall take place in a non-work area.

## **ARTICLE 3. ACTING CAPACITY**

### **1. Temporary Assignments**

When an employee is assigned temporarily by the employee's appointing authority to a job for which the employee is qualified in a higher pay grade for a period of five (5) days or the employee's regular workweek, whichever is less, the employee shall be paid retroactively from the initial date of the temporary transfer for the duration of the temporary assignment. The employee shall be paid as if the employee had been promoted during such assignment. In no event may an employee acquire any status in a higher classification as a result of the employee's temporary assignment. Acting capacity assignments shall not be made on an arbitrary or capricious basis. Employees shall not be rotated in acting capacity in an arbitrary or capricious manner in order to avoid payment of acting capacity pay.

This Article shall not be used in lieu of the proper processing of any request for reclassification or reallocation of a position pursuant to the Personnel Rules and the Reclassifications Article, or the filling of a vacancy pursuant to the Personnel Rules and the Seniority Article.

### **2. Seasonal Employees – Off Season Assignments**

A seasonal employee who accepts a temporary or acting capacity assignment during their off season shall be eligible to accrue vacation, sick leave, and holiday benefits upon



appointment to the temporary or acting capacity assignment. In this case, the vacation accrual rate will be consistent with the permanent seasonal position, making any appropriate adjustment for part-time versus full-time hours. Full-time seasonal employees shall accrue no more than the hours of sick leave provided to full-time employees under the Sick Leave article, pro-rated for part-time employees.

**ARTICLE 4. APPROVAL OF LEGISLATURE**

The parties agree to jointly support any legislative action necessary for the implementation of any cost items in this Agreement. If the Legislature rejects any cost items submitted to it, all cost items shall be returned to the parties for further bargaining.

**ARTICLE 5. BEREAVEMENT LEAVE**

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

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

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

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

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

<b>Relatives of the employee</b>	<b>Relatives of the spouse or significant other</b>
Spouse	Child
Significant Other	Grandchild
Child	Parent
Stepchild	Stepparent
Grandchild	
Parent	
Stepparent	

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

<b>Relatives of the employee</b>
Guardian
Brother
Sister
Stepbrother
Stepsister
Ward
Grandparent

**ARTICLE 6. BULLETIN BOARDS**

The State shall continue to provide present bulletin board space for the use of MSEA-SEIU at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices and other materials in conformance with this Article. The posting of any MSEA-SEIU materials shall be restricted to such bulletin board space only except that, in each work location where bulletin board space is not provided for MSEA-SEIU, the State shall designate an appropriate alternative space where such materials may be posted.

In no instance may MSEA-SEIU post any material which is profane, obscene or defamatory to the State, its representatives or any individual, or which constitutes campaign material between competing employee organizations if it is determined that the posting of such material would violate any obligation of the State for neutrality. MSEA-SEIU is solely responsible for the accuracy and ethical standards of any material posted pursuant to this Article. The State retains the right to remove any materials in violation of this Article.

All posted MSEA-SEIU materials shall be signed by an authorized representative of the Association or stamped with an official MSEA-SEIU logo.

**ARTICLE 7. CHILD CARE**

**Child Care Reimbursement Process**

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

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

**B.** Employees must submit an application for Child Care Reimbursement along with a

copy of their filed Form 1040 and a copy of their receipt for child care expenses for the previous calendar year to be eligible for reimbursement.

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

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

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

**ARTICLE 8. CHILDBEARING AND ADOPTION LEAVE**

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

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

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

**ARTICLE 9. COMPENSATING TIME**

Compensating time earned by an employee 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.

Upon mutual agreement between an employee and an agency and with approval of the Commissioner or a designee, an agency may at any time pay an employee for up to

two hundred forty (240) hours of that employee's accumulated compensating time. Such payment shall be made at the employee's hourly rate of pay in effect at the time of payment.

### **Seasonal Employees at AC&F, DMR and IF&W**

At the end of each season, seasonal employees in the Department of Agriculture, Conservation and Forestry; the Department of Marine Resources; and the Department of Inland Fisheries and Wildlife will be paid for any compensating time balance.

## **ARTICLE 10. COMPENSATION**

### **A. General Salary Increase**

1. Effective with the start of the pay week commencing closest to December 1, 2021, employees shall be provided an across-the-board salary increase of two percent (2%) added to the base hourly rate, rounded to the nearest cent. Salary schedules shall be increased accordingly.

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

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

### **B. State Minimum Hourly Rate**

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

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

### **C. Salary Schedule Progression**

Employees shall progress from step to step in salary grade on the basis of satisfactory job performance based upon established standards of performance.

Seasonal employee's initial anniversary date shall be established after being in pay status for two thousand eighty (2,080) hours. Such date shall then be used for annual performance evaluation and step progression consideration.

When an employee's anniversary date falls on any day from the first day of a pay week through Wednesday of the pay week, the employee's merit increase shall be effective as of the first day of the pay week within which the anniversary date falls. Otherwise, the merit increase shall be effective on the first day of the next pay week.

Once the HRMS has the capability and employees of an agency have been notified, merit increases earned as set forth above shall be effective on the employee's anniversary date.

Grievances arising from the denial of merit increases shall not be arbitrable under this Agreement but shall be processed as follows:

1. Within fifteen (15) workdays after an employee is notified that their merit increase has been denied, the employee and/or their union representative may grieve the denial by notifying the employee's supervisor in writing that the employee wishes to grieve it. That grievance will be heard and decided by the Agency Merit Increase Appeals Board ("Agency Appeals Board").

2. Each Department or Agency shall, jointly with MSEA-SEIU, form an Agency Appeals Board when needed to hear and decide grievances regarding denial of a merit increase. MSEA-SEIU and the Department or Agency shall each select one member to serve on the Agency Appeals Board. These two Board members shall mutually agree to a third Board member who shall serve as the Chair of the Board. The Board shall hear and decide the grievance within thirty (30) days of the date it is filed with the supervisor.

3. A decision of an Agency Appeals Board shall be final and binding, subject to appeal to the Director of Human Resources on the following grounds only: that the decision of the Agency Appeals Board was based upon clearly erroneous findings of fact or upon erroneous application of performance standards. An employee and/or their union representative may appeal the Board's decision by filing a written notice of appeal with the Director of Human Resources within fifteen (15) workdays of the date the employee and the union receive the decision. The Director of Human Resources shall hear and decide the appeal within thirty (30) days of the date of the appeal.

#### **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.

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

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.

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 hours

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

4. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall receive 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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

#### **F. Shift Differentials**

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

#### **G. Double Shift Premium**

An employee required to work two (2) shifts in a twenty-four (24) hour period will be paid an additional eight dollars (\$8.00) for the additional shift. This provision does not apply to employees who voluntarily work such shifts for their own convenience. The State retains the right to establish schedules which minimize the payment of the premiums provided under this provision.

#### **H. Divers' Stipend**

All qualified employees assigned to SCUBA diving activities shall, when actually diving in the water, including training activities, 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 for a minimum of one (1) hour of such work regardless of the length of the diving assignment for any assignment less than one (1) hour; and for the actual length of the assignment for any assignment for more than one (1) hour. For example, a 30-minute assignment would be compensated at ten dollars (\$10.00) for the minimum one (1) hour; a one and one-half (1½) hour assignment would be compensated at fifteen dollars (\$15.00)

## **I. Longevity**

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

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

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

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

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

## **J. 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.

Employees in the Department of Administrative and Financial Services (Bureau of General Services), the Department of Health and Human Services, Watchpersons in the Department of Public Safety (Capitol Police) and Ferry Ordinary Seamen, Ferry Able Seamen, Bridge Operators and Master Bridge Technicians in the Department of Transportation, 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.

Employees of the Department of Transportation in the Transportation Worker I, II or III classification, while performing seasonal bridge operator duties on the Songo Locks Bridge, shall be eligible for a weekend differential of sixty cents (\$.60) per hour added to the base for all hours worked on a Saturday or Sunday.

## **K. Climbing Stipend**

### **Department of Administrative and Financial Services/OIT**

All qualified employees assigned to Tower Climbing activities shall, when actually climbing radio towers for inspection or repair activities on behalf of the Department of



Administrative and Financial Services/OIT, 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 for a minimum of one (1) hour of such work regardless of the length of the climbing assignment. Employees must be MDOT certified to perform tower climbing activities to be eligible for this climbing stipend.

### **Department of Environmental Protection**

All qualified employees assigned to smokestack climbing activities shall, when actually climbing smokestacks for inspection or other activities, 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 for a minimum of one (1) hour of such work regardless of the length of the climbing assignment. Employees must be MeDEP certified under a certification program recommended by the DEP Safety Officer and accepted by the Commissioner to perform smokestack climbing activities to be eligible for this climbing stipend.

### **Department of Transportation**

Bridge Maintenance employees, when actually climbing the cable stays of the Penobscot Narrows Bridge for inspection and/or repair, shall 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 for a minimum of one (1) hour of such work regardless of the length of the climbing assignment.

### **L. Standby**

1. 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.

2. 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. Confined Space Stipend**

All qualified employees assigned to Permit Required Confined Space activities shall, while actually working in the confined space, be compensated at the rate of ten dollars (\$10.00) an hour in addition to their regular rate of pay. A Permit Required Confined Space is defined as a workspace that requires an entry permit as determined

by the Maine Bureau of Labor Standards under M.R.S.A. Title 26, Chapter 6, Section 565. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the assignment.

#### **N. Institutional Stipend**

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

#### **O. Aerial Hazard Stipend**

Non-pilot employees assigned to fly in rotary or fixed wing aircraft to perform surveys that are conducted at less than 1000 feet above ground level shall be compensated at the rate of ten dollars (\$10.00) per hour in addition to their regular rate of pay for each hour actually in flight for the survey.

#### **P. Pesticide Application Stipend**

Certified employees assigned to apply pesticides 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 apply pesticides. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the assignment.

#### **Q. 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:

Correctional Boiler Operator  
Correctional Boiler Engineer  
Correctional Maintenance Mechanic

### **ARTICLE 11. COMPLAINTS AND INVESTIGATIONS**

1. This article applies to complaints or allegations made externally and not from normal supervisory activities.

2. A department head shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated. The investigator shall be allowed to interview the complainant prior to notifying the employee.

3. **Probable cause determination; minor discipline only.** In the course of determining whether probable cause exists to conduct an investigation, in cases that could result only in minor discipline (a written warning or written reprimand), an investigator (or other designated management representative) may conduct an informal interview with the employee(s) about whom a complaint has been made. The purpose of the interview is to assist in the determination of probable cause for an investigation under this article.

a. Prior to being interviewed with respect to a determination of probable cause, the employee shall be informed in writing of the nature of the allegation and the purpose of the interview, and be afforded a reasonable opportunity to contact and consult privately with a union steward or other union representative.

b. The interview shall be conducted at a reasonable time and, when practicable, on the department's premises when the employee is on duty. A union representative may participate in the interview.

c. The interview shall be limited to questions that are directly, narrowly, and specifically related to the allegation(s). The employee shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary action. Confidentiality of the interview shall be maintained.

d. Upon completion or termination of the interview, the remaining sections set forth in this article shall be followed.

e. An interview of an employee under this section is not required in order to proceed under sections 4 or 5 below.

4. **No probable cause.** If after preliminary investigation no probable cause is found, the investigation shall terminate and the employee shall be informed in writing that a complaint was made against the employee but was unfounded.

5. **Notice of probable cause.** When an investigator believes that probable cause has been established, the investigator shall inform in writing the employee under investigation and the employee's supervisor or manager of the nature of the investigation. Sufficient information to apprise the employee of the allegation(s) shall be provided in writing.

6. **Investigatory interview.** When the employee under investigation is to be interviewed concerning the alleged conduct which could result in discharge or other discipline, the employee and their representative shall be notified in writing, at least three (3) work days prior to the interview. In the event of an emergency, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the investigatory interview.

a. Prior to being interviewed pursuant to this section, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with their union representative or union attorney.

b. Any interview of an employee under this section shall be conducted at a reasonable time, at a suitable location and, when practicable, on the department's premises when the employee is on duty. The union representative or union attorney may participate in the interview.

c. The interview shall be limited to questions that are directly, narrowly, and specifically related to the employee's job performance as it relates to the allegation(s) or complaints. The employee shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary action. Confidentiality of the interview shall be maintained.

7. **Employee witnesses.** If an employee is to be interviewed as a witness only, the employee and their representative shall be so informed at least two (2) work days prior to the interview. If during the course of the interview it becomes apparent that the employee witness may be subject to discipline as a result of conduct which is the

subject of the interview, the interview shall be terminated and the employee afforded the protections of this Article.

8. No employee shall be required or requested to submit to any test or examination. A test or examination may be given if requested by the employee.

9. The employee shall be informed in writing promptly, but not later than five (5) workdays, when the investigation is completed and of any determinations made, except when the matter has been terminated under paragraph 4.

10. All investigations under this Article shall be initiated by the department/agency within a reasonable time of when the department/agency became aware of the alleged misconduct. A good faith effort will be made to complete investigations within six (6) months.

11. If the result of an investigation is that the allegation(s) or complaint(s) are unsubstantiated, no records pertaining to these allegation(s) or complaint(s) shall be put into the employee's personnel file.

## **ARTICLE 12. COMPUTER/VIDEO INTERFACE OPERATORS**

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

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

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

4. Employees receiving such annual eye examinations shall receive 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.

## **ARTICLE 13. CONCLUSION OF NEGOTIATIONS**

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

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

This is the entire Agreement between the parties and terminates any other written agreements in place prior to the signing of this 2021-2023 Agreement, except those impacting specifically named individual(s) and written agreements representing agreement between the parties relating to organizational units and/or unit divisions.

#### **ARTICLE 14. CONTRACT ADMINISTRATION**

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

#### **ARTICLE 15. CONTRACTING OUT**

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

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

#### **Electronic Listing of Contracts**

The State will provide MSEA-SEIU, on a monthly basis, with an electronic listing of service contracts reviewed in the prior month by the Division of Purchases. The report will include department code, vendor name, service name, start and end date of contract, contract amount, and encumbered date.

#### **ARTICLE 16. COPIES OF AGREEMENT**

The parties shall jointly arrange for printing copies of this Agreement. Each party shall pay for the copies it requires for distribution.

## **ARTICLE 17. COURT SERVICE**

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body or to perform jury service, and such appearance or service results in the employee's absence from work, the employee shall be granted court service leave for the period of time necessary to fulfill such requirement. Any employee who makes an appearance and whose service is not required shall return to work as soon as practicable after release.

An employee on court service leave shall receive the payment received for such court service, including any travel allowance, in addition to the employee's regular pay.

The provisions of this Article shall not apply to an employee summoned to or appearing before a court or body as a party to any private legal action which is not job related.

## **ARTICLE 18. COURT TIME**

An employee who is called to appear as a witness in the employee's official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at the employee's regular hourly rate. This hourly rate shall include the non-standard premium for those employees designated as non-standard. Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

## **ARTICLE 19. DEFERRED COMPENSATION**

The State agrees to submit deductions of the employees who participate in the Deferred Compensation program by payroll deduction as soon as practicable but no later than ten (10) workdays after such deductions are made.

## **ARTICLE 20. DENTAL INSURANCE**

The State agrees to pay one hundred percent (100%) of the employee premium of a dental insurance program for full-time employees. The benefit levels of this program shall provide one hundred percent (100%) coverage for preventive care and eighty percent (80%) coverage for general service care. The State agrees to provide payroll deduction for dental insurance, provided such arrangements are agreed to by the insurance carrier. Dependent coverage will be available provided there is sufficient employee participation in the dental insurance program. Dependent coverage will be at the employees' expense.

## **ARTICLE 21. DEPENDENT CHILDREN POST-SECONDARY EDUCATION BENEFIT**

In the event an employee is killed during the performance of the employee's job duties, the State shall pay the tuition of the employee's dependent children who are accepted as students through the normal admissions process to attend the University of Maine, the Community College System, or the Maine Maritime Academy. Each dependent

child shall be eligible for this benefit for five (5) years from their first admission date to either system or until the requirement for a degree has been met, whichever comes first.

## **ARTICLE 22. DISCIPLINE**

1. No employee shall be disciplined by the State without just cause. Notwithstanding the foregoing, new employees in an initial probationary period may be dismissed without the necessity on the part of the State of establishing just cause.

Disciplinary action shall be limited to the following: written warning, written reprimand, suspension, demotion, dismissal. The principles of progressive discipline shall be followed.

2. No employee covered by this Agreement shall be suspended without pay, demoted or dismissed without first having been given at least three (3) work days notice in writing of the disciplinary action proposed to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving such a notice of suspension, demotion, or dismissal will be afforded an opportunity to meet with the appointing authority or their representative prior to the action proposed, no less than three (3) work days after the notice was given. The employee will be entitled to have a Union representative or steward present. At that meeting the appointing authority or their designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond. Employees are on notice that a finding of having committed the offense of physical abuse is excluded from progressive discipline and may result in termination on first offense.

3. If a suspension is scheduled immediately before or after a holiday (as defined in the Holidays article), the affected employee may elect to serve the adjacent day on the holiday instead; if the State cannot accommodate the employee serving the suspension day on the holiday itself, the employee shall receive the holiday benefit as outlined in the Holidays article. In the event that the suspension is scheduled such that a holiday occurs during a suspension, the employee will not receive the holiday benefit as outlined in the Holidays article, but the holiday will be counted as one of the days of suspension.

## **ARTICLE 23. ELECTRONIC MAIL**

Electronic mail capabilities as available to unit members in the course of their work may be used for the purpose of reasonable communication on union matters consistent with applicable law and the State of Maine E-Mail Usage and Management Policy. Any use of the State's e-mail system under this Article must be of an incidental nature (e.g., meeting announcements) and must not interfere with State government functions and purposes.

## **ARTICLE 24. EMPLOYEE ASSISTANCE PROGRAM**

There shall be a broad-brush comprehensive Employee Assistance Program ("EAP") to provide confidential assessment and referral services for State employees. The EAP is intended to aid State employees and their families, and retirees, in cases where personal problems of any nature are having a detrimental effect on the employee's job performance. Services provided directly by the EAP shall be at no cost.

## **ARTICLE 25. 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), 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 MSEA-SEIU.

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.

## **ARTICLE 26. EMPLOYEE DEVELOPMENT AND TRAINING**

1. The State agrees to provide advice and counseling to employees with respect to career advancement opportunities and agency developments which have an impact on their careers.

2. Regular review of its job-related and career development and training programs will be made by the State in order to provide suitable programs for employees covered by this Agreement. When undertaking any such review, the State shall notify employees of such review and take into account suggestions and proposals made by employees.

3. Employees shall be given a reasonable notice of applicable development and training programs available. Such notice shall include an explanation of the procedure for applying for the program. Notices of development and training programs shall be posted for reasonable periods in advance on bulletin boards at applicable work locations within the agencies involved. An appointing authority shall make every effort to permit employees' participation in such career development and training programs. Participation in any training inside or outside of work hours which is required by the State as a condition of fulfilling the requirements of the employee's job, or any in-service State training which is conducted or undertaken during normally scheduled work hours will be considered as time worked.



4. The State shall pay tuition, course-related fees, other approved course required costs and for necessary travel and lodging pursuant to established policies and procedures.

## **ARTICLE 27. EMPLOYEE ORGANIZATION LEAVE**

### **A. Leave for MSEA-SEIU Organization Activities**

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

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

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

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

### **B. Leave for Negotiations**

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

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

No additional compensation shall be paid if negotiations extend beyond the end of an employee's normal work hours. However, a good faith effort shall be made to schedule non-standard workweek employees so that their days off shall not fall on days of negotiations.

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

### **C. Stewards and Chief Stewards**

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

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

### **D. MSEA-SEIU Grievance Committee**

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

### **E. Travel Time**

Leave provided in paragraphs A and B of this Article shall apply to and cover actual and necessary travel to and from such meetings required during normal working hours on

the day of the meeting or negotiations, except that MSEA-SEIU bargaining team members traveling 100 miles or more to negotiations shall be entitled to travel time outside of days of negotiations.

## **ARTICLE 28. EXPENSE REIMBURSEMENT**

### **A. Mileage Allowance**

1. The mileage allowance is forty-five cents (\$.45) per mile, or the federal rate whichever is less. Effective October 1, 2022, the mileage allowance is forty-six cents (\$.46) per mile, or the federal rate whichever is less.

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

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

### **B. Lodging and Meal Expenses**

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

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

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 shall receive twelve dollars (\$12.00) per day meal allowance for start and end days of their regular rotations, and twenty-four dollars (\$24.00) meal allowance for each full day of their regular rotation. Employees who are assigned to work on islands other than their regular assignment or their island of residence, or employees who do not live on the island and return to work in their off week, shall receive the full per diem per current state reimbursement policies. This amount will be adjusted by the same percent increase as the current State reimbursement policy when that amount is adjusted.

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

5. Meal allowances for extended days will be paid at the rate of five dollars (\$5.00) for breakfast and fourteen dollars (\$14.00) for dinner.

6. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance of twenty-two dollars (\$22.00) which was authorized prior to the adoption of this provision.

### **C. Telephone Expenses**

1. The State shall pay nine dollars (\$9.00) of the basic monthly charge when an employee is specifically required by the State to have a telephone in the employee's residence, unless the telephone is provided by the State, whether as a cell phone or other device with telephonic capability that functions to the State's satisfaction at the member's residence. Except in the case of the Department of Transportation Crew employees which is addressed in Section H, these payments shall be made on a semiannual basis in January and July and shall be prorated for those employees who become eligible or terminate State service between the semiannual payments.

2. The State shall pay all employees' authorized telephone toll charges. In lieu of submitting copies of their personal telephone toll charge statements, employees may elect to submit an itemized accounting of such calls on a regular State voucher.

3. An employee away from home overnight on the business of the State shall have the right to one (1) five (5) minute telephone call per night within or to the State of Maine at the State's expense. When an employee is away from home overnight for two (2) or more continuous nights, that employee may aggregate the above five (5) minute period into one (1) or more telephone calls as long as the total time used does not exceed the total time allowed.

4. An employee who reports to work and then is required to work unscheduled overtime shall have the right to one (1) five (5) minute telephone call to notify a member of the employee's household.

### **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

## **E. Reimbursement for Advanced Courses**

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

## **F. Reimbursement for State Vehicle Engine Protection**

The State shall reimburse Department of Transportation employees at the rate of seven dollars (\$7.00) per week for any week in which the employee was required to use the employee's electrical source to plug in State installed heaters in State trucks.

## **G. Assignment Out-of-State**

Where it is reasonably anticipated that an Employee will be assigned to work out-of-state for more than five (5) consecutive workdays with an intervening Saturday and Sunday without a work assignment, the affected Employee may request in advance of the work assignment that their appointing authority approve reimbursement for expenses necessary to return the Employee to their Maine headquarters for the weekend. Such a request shall be approved if the travel costs incurred by returning to Maine for the weekend are equal to or less than lodging and estimated meal expenses for the weekend if the Employee remains at the out-of-state assignment location.

The State agrees to make a good faith effort to schedule out of state travel sufficiently far in advance to allow employees to request an advance to cover travel expenses.

# **ARTICLE 29. FACILITIES**

## **A. Ferry Service Relief Crew Facilities**

1. Each house or building shall be adequately furnished with clean furnishings in good repair. Each house or building shall be equipped with a properly functioning television set and basic satellite or cable TV service. It shall be the responsibility of Ferry Service crew members to help maintain houses and buildings in good repair.

## **B. Highway Crew Facilities**

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

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

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

## **ARTICLE 30. FERRY SERVICE SEAMEN WORK ASSIGNMENTS**

Ferry Service Seamen assigned to ferry service vessels shall be assigned by their captains to work on the vessels as long as such work is available before being assigned duties off of vessels during any non-operating periods.

## **ARTICLE 31. FIRST RESPONDERS LEAVE**

The State shall make every effort possible to allow all first responders (i.e. community volunteer firefighters, EMS, search and rescue personnel), based on supervisory approval and operational need, the opportunity to respond to emergencies in the community. The employee shall be released for these purposes, and the use of leave time will be determined as either vacation, compensating time or personal time upon return to work. Such release shall not be unreasonably denied.

## **ARTICLE 32. 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 of 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, and/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 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.

**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 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.

**(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-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 State 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 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 provide 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.

**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.

### **ARTICLE 33. HEALTH AND SAFETY**

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

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 appealed, upon notice to the department, to the Labor/Management Committee on Safety of State Buildings, which decision shall be final and binding on the parties. In this regard, formal votes required by the Committee shall be cast as one (1) vote by labor and one (1) vote by management.

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

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

**4.** 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.

### **ARTICLE 34. HEALTH INSURANCE**

The State shall provide health plan coverage for employees pursuant to Title 5 §285. The State shall pay sixty percent (60%) of the cost of dependent premium for each eligible employee who selects dependent coverage.

Part-time and seasonal employees hired into permanent full-time positions will be allowed to apply for health insurance within 60 days of the permanent appointment with no evidence of insurability.

## ARTICLE 35. HOLIDAYS

1. Employees have the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
Presidents' Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who work the calendar date and who are off on the observed date shall be paid the appropriate holiday rate for the calendar date only. Employees who are off on the calendar date and who work on the observed date shall be paid the appropriate holiday rate for the observed date only. Employees who work both the calendar date and the observed date shall be paid the appropriate holiday rate for the observed date only. A reasonable attempt shall be made not to schedule an employee for both the calendar date and the observed date of a holiday. Employees who are not scheduled to work either the calendar or the observed day of the holiday shall be given either another day off within the same workweek or a day's pay at the option of the agency.

3. In addition to pay for holidays, those employees who are currently eligible for premium overtime pay shall be entitled to one and one-half (1½) times their regular hourly rate for time worked on holidays. In lieu of premium pay, eligible 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 holiday work. Employees not eligible for premium pay shall be paid or, upon mutual agreement, be given compensating time off at an hour for hour basis. Compensating time shall be used pursuant to the provisions of the Compensating Time Article.

### 4. **Holiday Pay for Part-Time Employees**

Holiday pay for part-time employees will be prorated. Paid holiday hours are determined by dividing the number of authorized hours by forty (40) and multiplying by eight (8). Holiday hours to be paid are subtracted from the authorized position hours.

### 5. **Department of Transportation – Ferry Service**

Ferry Service crew members who are regularly scheduled to work and actually work less than eight (8) hours on changeover days that fall on a holiday shall add the number of hours they are scheduled to work to their eight (8) hour holiday benefit, up to a maximum of a ten (10) hour holiday benefit. Employees will be compensated for all hours worked, plus

the holiday benefit of hours worked plus eight (8), up to a maximum of a ten (10) hour holiday benefit. For instance, an employee who works 1.5 hours on a holiday will be compensated for 1.5 hours of work time, plus a 9.5 hour holiday benefit; an employee who works 4 hours on a holiday will be compensated for 4 hours of work time, plus a 10 hour holiday benefit.

All other full-time Ferry Service employees regularly scheduled to work on a holiday will receive a holiday benefit equal to their regularly scheduled hours. A full-time Ferry Service employee who is not regularly scheduled to work on a holiday will receive an eight (8) hour holiday benefit.

## **ARTICLE 36. HOURS AND WORK SCHEDULES**

1. The basic department, agency or other operational unit work schedules and practices, including work schedules or practices peculiar to particular classes, in effect on the effective date of this Agreement, shall not be changed without the employer informing MSEA-SEIU in advance and negotiating the impact of such changes, if requested, on the affected employees. Negotiations shall occur no longer than a thirty (30) day period prior to the implementation of the change. If the parties have not reached agreement within the thirty (30) day period, the obligation to bargain shall continue.

2. To the extent practicable, employees shall be scheduled in a manner that will not result in split shifts, split days off or frequent changes in work schedules. Every practical effort will be made to equitably treat employees whose jobs require that they work irregular or frequently changed hours, shifts or workweeks.

3. It is recognized that involuntary work schedule changes may have an adverse impact on employees, and the employer recognizes its obligation to avoid or minimize such adverse impact to the extent practicable. An employee will be given at least fourteen (14) calendar days' notice prior to the effective date of the change in the employee's individual schedule unless emergency or unforeseen developments preclude the possibility of such notice.

4. All time during which an employee is required to be on active duty shall be considered hours worked.

5. Employees who perform excessively dirty work or who work with toxic or noxious material shall be allowed ten (10) minutes personal wash-up time before regularly assigned meal periods and at the end of their workday.

6. Job sharing by qualified employees may be permitted at the discretion of the appointing authority as permitted by statutory procedures.

7. Whenever ferry runs are canceled because of weather, breakdown or other such circumstances, Ferry Service employees scheduled to work on those runs shall be credited with and paid for their scheduled hours as hours worked as long as the employee is available for work.

8. Present practices concerning rest breaks for highway crews on snow removal operations shall not be diminished during the term of this Agreement.

9. The Crew Supervisor's time book or electronic equivalent for highway crews shall be available on a current basis at their respective garages.

10. The work schedules of Ferry Service employees will be provided to the employees at least forty-five (45) days in advance.

11. Forest Watchperson shall be placed on the standard six (6) days on, two (2) days off schedule.

12. Present practices with respect to travel time shall be continued.

13. Maintenance employees in the Department of Transportation, institutions and the Department of Defense and Veterans Services shall be entitled to eight (8) hours rest including travel time after fifteen (15) consecutive hours of work.

14. Ferry Service employees are to be credited with four (4) hours work during the layover of the summer Sunday runs on the North Haven Ferry.

15. The parties agree to accept the recommendation of the Labor/Management Committee on Flexible Work Schedules dated October 24, 2006. The State agrees to re-publish the Personnel Memorandum on Flexible Work Schedules to include this recommendation.

16. Any Ferry Service employee who makes an Emergency Trip in accordance with the Rules and Regulations of the Maine State Ferry Service Tariff will be paid a minimum of six (6) hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater.

17. DOT Ferry Service crew employees assigned to the Vessel Neal Burgess are regularly assigned a seven (7) day work schedule totaling 80.5 hours each bi-weekly pay period. This additional .5 hours does not count as scheduled overtime for the purpose of accruing additional leave benefits, and an employee assigned to that rotation who is out a full rotation on vacation, sick or compensating time will be allowed to charge only 80 hours of accrued leave time.

18. When DOT maintenance crews are assigned a work schedule of four (4) 10-hour days for several weeks during the summer season, employees will be compensated and scheduled during holiday weeks with eight (8) hours of holiday pay and four (4) 8-hour days of work.

19. The Department of Transportation will pay one (1) hour at straight time for trips made by the crew of the Margaret Chase Smith during the scheduled lunch break and carrying dangerous cargo.

20. Work schedule changes shall not be made on an arbitrary or capricious basis.

## **ARTICLE 37. LABOR/MANAGEMENT COMMITTEES**

### **A. Statewide**

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

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

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

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

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

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

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

## **B. Department Labor/Management Committee**

Departments will establish Departmental/Agency Labor/Management Committees to provide a problem solving setting to deal with day-to-day problems or concerns regarding the workplace, or other matters assigned to the committee with the approval of the State Office of Employee Relations and MSEA-SEIU. One standing agenda item for Committee meetings will be plans to contract out work that was previously or is currently performed by bargaining unit members.

Generally there will be a total of between four (4) and six (6) representatives appointed each by MSEA-SEIU and management including at least one (1) labor representative from each affected bargaining unit. However, a proportional number of members will be allowed for smaller agencies. The committee will be co-chaired by labor and management (Department Head or Commissioner or designee). The chairs will agree on an agenda before each meeting.

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

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

## **C. Building Safety**

There shall be a Labor/Management Committee concerning the safety of State Buildings. The Committee shall be made up of one (1) representative from each of the following bargaining units: Representing Labor - Administrative Services; Operations, Maintenance and Support Services; Law Enforcement; Professional and Technical Services; Supervisory Services; Institutional Services; and State Police Unit and an equal number of management representatives selected by the Governor. Committee members

may participate in the work of the committee during working hours without loss of pay or benefits.

#### **D. Employee Health**

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

#### **E. Layoffs in the Event of Budget Shutdown**

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

#### **F. Medical Examiner Assistants**

A Labor/Management Committee is established with the Office of the Attorney General to review and discuss the 2021-2022 pilot program under the Memorandum of Agreement for Medical Examiner Assistants. The Committee shall consist of up to three (3) representatives from labor, including Medical Examiner Assistants, and an equal number from management. The Committee will be responsible for providing any recommendations to the parties within sixty (60) days of completion of the pilot program. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

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

#### **G. Standby for OIT Employees**

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

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

## **H. Child Care Benefits**

A Labor/Management Committee on Child Care 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 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.

## **ARTICLE 38. LIFE INSURANCE**

The State shall pay the full premium of employees' basic group life insurance.

## **ARTICLE 39. MAINE STATE EMPLOYEES' COMBINED CHARITABLE APPEAL**

Employees may be asked to participate voluntarily in the Maine State Employees' Combined Charitable Appeal (MSECCA). The State shall not condition additional days off on employees' participation.

## **ARTICLE 40. MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the State agrees to make no changes without appropriate prior consultation and negotiations with the Association unless such change is made to comply with law, and existing regulations, Personnel Rules, written Policies and Procedures, General Orders, General Operating Procedure, or Standard Operating Procedure.

## **ARTICLE 41. MANAGEMENT RIGHTS**

The MSEA-SEIU agrees that the State has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all agencies and facilities; the right to direct its work force; to administer the merit system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the agency; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

## **ARTICLE 42. MILITARY LEAVE**

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

## **ARTICLE 43. MSEA-SEIU MEMBERSHIP PACKETS**

Each newly hired employee eligible upon completion of six (6) months service for coverage by this Agreement shall be provided by the State with an MSEA-SEIU-furnished membership packet along with other orientation materials which are regularly provided to new employees. MSEA-SEIU shall be solely responsible for the material contained in such packets, which shall conform to standards contained in the Bulletin Boards Article. Any questions concerning the contents of these packets or MSEA-SEIU programs shall be referred to MSEA-SEIU. MSEA-SEIU shall supply the packets to the points of distribution. MSEA-SEIU shall indemnify and hold the State harmless against any and all claims, suits, orders or judgments brought or issued against the State as the result of negligence in actions taken or not taken by the State under the provisions of this Article.

## **ARTICLE 44. NON-DISCRIMINATION**

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

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

MSEA-SEIU and the State agree that discrimination, intimidation, or harassment of employees, as defined by the State of Maine Policy Statement Against Harassment including harassment because of sexual orientation, is unacceptable conduct and will not be condoned or tolerated by MSEA-SEIU or the State. The State agrees to annually post and/or distribute the State of Maine Policy Statement Against Harassment.

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



## **ARTICLE 45. OUTSIDE EMPLOYMENT**

Employees may engage in other employment outside of their State working hours so long as the outside employment does not involve a conflict of interest with their State employment. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with the employee's appointing authority or other appropriate agency representative prior to engaging in such outside employment. Employees of agencies where there are established procedures concerning outside employment for the purpose of insuring compliance with specific statutory restrictions on outside employment are expected to comply with such procedures.

## **ARTICLE 46. OVERTIME ASSIGNMENTS**

1. Within a work group or at a work location as appropriate, overtime work shall be equalized to the extent possible among employees within a classification who normally perform the duties involved.

When the required overtime duties normally overlap from one classification to another, every attempt shall be made to equalize such work among members of those classes.

### **2. Department of Transportation Employees**

a. Overtime shall be distributed seasonally in accordance with Article 66. Transportation Worker. There will be no more than eighteen percent (18%) difference in overtime hours amongst employees within the appropriate work group, as defined by the department, at the end of the season.

b. If, at the end of the season, it is determined an employee has not had sufficient overtime opportunities to meet the no more than eighteen percent (18%) difference described in (a) above, DOT will offer available overtime opportunities to that employee until the overtime owed plus any current equalization obligations are met. Declined offers for overtime will count toward meeting the equalization obligation. DOT will make every reasonable effort to complete this remedy over the next twelve (12) month period.

## **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.

## **ARTICLE 48. PERMANENT STATUS**

No employee's probationary period shall be extended without the employee being informed in writing prior to the expiration of such period. Unless notified in writing otherwise prior to expiration of the employee's probationary period or extension thereof, the employee shall be granted permanent status immediately following such probationary period.

## **ARTICLE 49. PERSONAL SERVICES**

No employee shall be required to perform services of a personal nature.

## **ARTICLE 50. PERSONNEL FILES**

1. An employee, upon written request to or after prior arrangement with the State Bureau of Human Resources, or the appropriate official at the employee's work location or in the employee's agency, shall be permitted to review their personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate records custodian or agency representative. An employee may review their personnel files at reasonable times during the employee's regular work hours if such review does not require travel out of the normal work area. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

2. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain commendations, employee performance appraisals or ratings and records of training programs completed.

3. In addition to the employee's right to view their file as set forth above, the employee shall have the right to receive copies of materials included in the employee's file as set forth below:

a. an employee may request, in writing, a copy of the employee's entire personnel file no more than once in any twelve month period, at no cost to the employee;

b. an employee may request, in writing, a copy of all the material added to the personnel file after the copy of the entire file was provided;

c. an employee may request a copy of specifically identified documents in the employee's personnel files;

d. if a document, other than routine processing documents, is added to the personnel file for an action of which the employee is not reasonably aware, the employee will either be notified or receive a copy of the document; and

e. requested documents may be provided in paper copy or electronically at the discretion of management.

4. Upon request of an employee, records of warnings, reprimands, and preventable accident reports shall be removed from personnel files after three (3) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. Upon request of an employee, records of suspensions and disciplinary demotions shall be removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of disciplinary suspensions resulting from patient/client abuse, neglect or mistreatment shall not be removed from personnel files under the provisions of this paragraph.

Records of warnings and reprimands shall be deemed to be removed from the personnel files after three (3) years from the date of the occurrence provided that the employee has had no further discipline since that date.

Records of preventable accident reports shall be deemed to be removed from the personnel files after three (3) years from the date of the occurrence.

## **ARTICLE 51. PRISON RAPE ELIMINATION ACT (PREA)**

Notwithstanding any other provisions of this Agreement, it is understood by the parties that the State is obligated to comply with the federal Prison Rape Elimination Act (PREA).

## **ARTICLE 52. PROPERTY DAMAGE**

The State shall continue to reimburse employees for personal property of reasonable value damaged, destroyed or stolen while in the performance of their duties in accordance with established procedures.

## **ARTICLE 53. RECLASSIFICATIONS**

**1. Definitions.** For the purposes of this Agreement the following terms are defined as follows:

**(a)** Classification and Reclassification. Classification and reclassification are the assignment or reassignment, respectively, of a position or group of positions to an occupational classification which is appropriate for compensation and employment purposes.

**(b)** Allocation and Reallocation. Allocation and reallocation are the assignment or reassignment, respectively, of a classification to the appropriate grade in the compensation plan.

**2** MSEA-SEIU may appeal to binding arbitration a determination of the Director of Human Resources on the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within twenty-one (21) calendar days of the Director of Human Resources' determination. Arbitration cases involving two or more employees will be given priority in scheduling; other cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of an arbitration panel. Subsequent selection of panel members, if necessary, shall be agreed to within sixty (60) days of the termination of an arbitrator. Arbitrators shall be experienced in job evaluation disputes. If the parties cannot agree on the selection of arbitrator(s), they shall seek the assistance of the Labor Relations Connection. The parties shall share equally the costs and expenses of the arbitrator(s) and each party shall bear the costs of preparing and presenting its own case.

**3.** The Arbitrator shall not assign any existing classification to a new salary grade unless there has been a significant change except as provided below. The Arbitrator's decisions shall be binding on:

**(a)** The combination or merging of classifications and the allocation of the resulting new classifications to pay grades;

**(b)** reclassification or pay grade reallocation of positions the duties of which have significantly changed since their last classification or allocation;

**(c)** assignment to classifications or the establishment and pay grade allocations of new classifications for new positions;

**(d)** the establishment of separate classifications and pay grade allocations for positions within the same classification on the basis of significant difference in duties.

**4.** Except for reclassifications and reallocations in connection with a reorganization, any reclassification or reallocation decision of the Director of Human

Resources or the Arbitrator shall be effective as of the date of the written initiation of the reclassification or reallocation request by the employee, MSEA-SEIU or State and shall be implemented retroactively when the funds are provided pursuant to budgetary procedures.

The State shall pay the employee reclassified or reallocated interest of one sixth of one percent (1/6%) per month on all monies due as a result of the reclassification or reallocation from the date of the final decision until payment.

**5.** Reclassifications and reallocations in connections with a reorganization shall be effective on the date they are approved and implemented.

**6.** No employee shall be reduced in salary as a result of reclassification or reallocation.

**7.** An employee shall be provided with a copy of their employee's job description and specifications when appointed to a position and whenever the job description and/or specifications are changed.

**8.** If qualifications for a classification change, affected employees currently working in the class will be grandfathered except where licensing, registration, certification or special qualifications are required by state law, federal law or court order, or except where licensing, registration, certification or special qualifications are required to obtain or maintain federal funds.

**9.** Any party who postpones or cancels a scheduled arbitration date concerning a reclassification or reallocation case without the agreement of the other party shall be responsible for the entire cost of the cancellation.

**10.** The provisions of this Article shall be effective as provided in the Term of Agreement Article; provided, however, that provisions of this Article shall be re-opened for negotiation upon thirty (30) day written notice, or demand to reopen, given by either party when such notifying party has concluded that reopened negotiations are necessary relative to current compensation system bargaining being conducted pursuant to 26 M.R.S.A. §979-D(1)(E)(1)(g), (h) and (i). Such re-opened negotiations shall be conducted only as a part of compensation system bargaining and only pursuant to 26 M.R.S.A. §979-D(1)(E)(1)(h).

**11.** 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.

## **ARTICLE 54. RELOCATIONS**

When an employee is permanently reassigned or transferred to a new work location thirty-five (35) or more miles away from the employee's present work location to accommodate the State's operational needs, the employee shall be reimbursed for actual reasonable and necessary moving expenses by common carrier. If the State requires an employee to live in a specified zone or district after initial assignment, the employee will be reimbursed for actual reasonable and necessary moving expenses by common carrier.

An employee will not be permanently reassigned or transferred for disciplinary or arbitrary or capricious reasons. Unless specific requirements dictate otherwise, transfers and reassignments shall be on a voluntary basis from among qualified employees. The most senior employee who is qualified to perform the duties of the position shall be entitled to the transfer or reassignment. If there are no qualified volunteers, the least senior qualified

employee shall be transferred. In the event the least senior qualified employee has children of elementary or secondary school age, the employee shall be exempted from this provision in the event no schools are available in the new assignment area or if suitable educational arrangements for such children cannot be mutually agreed to.

When an employee is reassigned to a new work location under this Article, the employee will have the option, in lieu of relocation, to have recall rights under the Seniority Article of this Agreement as though the employee were laid off as of the effective date of the reassignment. The State shall provide ninety (90) days advance notice of such relocations whenever possible, and in the event that less than ninety (90) days notice is provided, the State will pay reasonable temporary relocation expenses, pursuant to the Expense Reimbursement Article Lodging and Meals Section of this Agreement, for any period of less than ninety (90) days notice.

This Article does not apply to employees relocating in connection with any reduction in force or to employees in job classes which traditionally have required performance of duties at other than a fixed location.

## **ARTICLE 55. RESPONSIBILITIES OF THE PARTIES**

The State and MSEA-SEIU acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA-SEIU, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The State and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

**(a)** Exclusive Negotiations. The State will not bargain collectively or meet with any employee organization other than MSEA-SEIU with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised by the State to transmit their requests concerning terms and conditions of employment to MSEA-SEIU.

**(b)** Employees' Rights. There shall be no interference, intimidation, restraint, coercion or discrimination by either the State or MSEA-SEIU as a result of the exercise by any employee within the bargaining unit of the employee's statutory rights related to membership in MSEA-SEIU or any other right granted under the State Employees Labor Relations Act.

**(c)** Fair Representation. MSEA-SEIU acknowledges its statutory responsibility to represent and handle grievances for all employees within the bargaining unit. The State shall not be responsible for actions taken or not taken by MSEA-SEIU with respect to its responsibility to provide fair representation.

**(d)** Efficient Public Service. The State and MSEA-SEIU acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of the State involving employees. The parties recognize the responsibility of employees to perform the duties assigned them in an efficient and expeditious manner. The parties further recognize the responsibility of the State to promote a working environment and a quality of work life conducive to achievement of these goals.

(e) Settlement of Grievances. The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

## **ARTICLE 56. 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 ( $\frac{1}{2}$ ) 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 and eats while performing the employee's regular duties.

3. Ferry Service employees shall be entitled to have their one-half ( $\frac{1}{2}$ ) 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 between 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 ( $\frac{1}{2}$ ) hour after four (4) hours of overtime and an additional meal period with pay of at least one-half ( $\frac{1}{2}$ ) 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.

## **ARTICLE 57. RULES AND REGULATIONS**

In the event of a conflict between the provisions of this Agreement and the Personnel Rules or departmental rules or regulations as they now exist or may be from time to time amended, the provisions of this Agreement shall apply.

## **ARTICLE 58. SAFETY FOOTWEAR**

1. The State will provide employees in the classifications listed in Section 3 below, and employees who are currently required to wear safety footwear by Department Work Rules, an allowance of one hundred seventy-five dollars (\$175.00) for replacement of safety footwear. This allowance will 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 payments. Employees of Departments with work rules that provide such safety footwear will not be eligible for the safety footwear allowance.

2. Safety footwear purchased must meet ANSI standards where applicable.

Requirements for the wearing of safety footwear will be in accordance with work rules published by the State.

**3. Classifications required to wear safety footwear:**

Automotive Mechanic II  
Ferry Able Seaman  
Ferry Ordinary Seaman  
Field Heavy Vehicle & Equipment Technician  
Heavy Equipment Operator  
Heavy Vehicle & Equipment Technician  
Highway Laborer  
Highway Worker  
Machinist  
Marine Mechanic Specialist  
Transportation Crew Technician  
Transportation Worker I  
Transportation Worker II  
Transportation Worker III  
Welder/Fabricator

**ARTICLE 59. SENIORITY**

**A. Definition and General**

1. Seniority for the purposes described herein is defined as continuous employment, since the last date of hire into a status-granting position. Employees shall attain seniority upon completion of their initial probationary period retroactive to the date of initial hire.

2. Seniority shall be broken only as provided in paragraph 4 of this Section. An employee shall continue to accrue seniority during any period while they are on layoff and subject to the recall provisions of this Article, during military leave, leaves occasioned by incapacity for work and during any period of an authorized leave of absence except those pursuant to the Unpaid Personal Leaves of Absence Article and voluntary cost savings.

3. Lists of employees by seniority in their current classifications within an organizational unit shall be posted on the appropriate State bulletin boards on April 1, or if April 1 is not a work day then on the first following work day, of each year and shall be provided to MSEA-SEIU simultaneously. An email will also go out to agency employees notifying them of the posted seniority lists. These lists shall be updated from time to time as necessary.

4. An employee shall lose their seniority if the employee:
- (a) voluntarily resigns;
  - (b) is discharged for just cause;
  - (c) is laid off and not recalled for work within three (3) years from the date of layoff;
  - (d) fails to return to work or supply a satisfactory reason for not reporting within five (5) workdays of being recalled to work from layoff. Written

notice of recall shall be sent by regular mail to the employee's last known address.

5. Layoffs and recalls to work for a period of three (3) working days or less are temporary and not subject to the provisions of this Article.

## **B. Layoffs**

When an appointing authority determines that a reduction in force is necessary, implementation of that reduction in force will proceed as follows:

(1) The appointing authority determines which positions, in each organizational unit and unit division, are to be abolished or funding eliminated.

(2) The least senior employee(s) in the affected classification and unit division will be laid off. More senior employees who occupy positions that are abolished or for which funding is eliminated will be reassigned to vacancies created by these layoffs or to other available vacancies in the class and unit division. These employees will be offered their choice of vacancies into which they may be reassigned in order of seniority, provided they are qualified to perform the duties of the position they select.

(3) If no option exists in (2), in lieu of layoff a displaced employee may accept, in order of seniority, reassignment to an available vacant position in their last previously held classification, regardless of changes to range, title, and/or bargaining unit of the classification since the employee left the classification, in the same unit division, provided the employee is qualified to perform the duties of the position.

(4) If no option exists in (3) above, in lieu of layoff a displaced employee may displace, in order of seniority, the least senior employee in their last previously held classification, regardless of changes to range, title, and/or bargaining unit of the classification, since the employee left the classification, in the same unit division, provided they have greater seniority than the employee being displaced and is qualified to perform the duties of the position. The employee may also accept reassignment, in order of seniority, to an available vacancy in classifications that are lower related to the employee's current classification in the same unit division, provided the employee is qualified to perform the duties of the position.

Any employee displaced pursuant to this provision shall have like reassignment and displacement rights.

No classified employee may displace any unclassified employee. No unclassified employee may displace any classified employee except to the classification in the other service that was the last previously held.

The State and MSEA-SEIU shall negotiate to establish appropriate organizational units and unit divisions. Either party may request a review of an organizational unit or unit division on a departmental basis. In the event that the parties are unable to agree to appropriate organizational units and unit divisions either party may submit the dispute at any time thereafter for a binding determination to a qualified arbitrator mutually agreed upon by the parties or selected through the American Arbitration Association or Labor Relations Connection in accordance with the rules and procedures of that Association.

No employee other than a permanent employee, including permanent seasonal employees, shall be used to perform work in a class in the unit division while a permanent employee who is qualified to do the work is on layoff unless the laid off employee refuses the work.



### **C. Notice of Layoff/Reassignment/Displacement**

Employees to be affected by pending layoff, reassignment, or displacement shall be given written notice as soon as practicable but at least five (5) workdays before the effective date of the layoff/reassignment, or displacement. Employees affected by layoff/reassignment/displacement shall be required to reply in writing within three (3) workdays of notice of layoff as to their decisions on layoff and displacement rights. Employees subject to actual layoff and not displacing other employees shall be entitled to notice of at least ten (10) workdays before layoff. Copies of any notices from the State to employees under this provision shall be given simultaneously to MSEA-SEIU.

### **D. Recalls**

A recall register shall be established for each class by organizational unit or unit division, as appropriate, from which any employee has been laid off, transferred or demoted in lieu of layoff. An employee who is notified of layoff will be placed on the recall register, immediately upon receipt of written notice to the Bureau of Human Resources from the employee in the manner prescribed by the Bureau, for the class from which they were laid off and, when applicable, their last previously held classification. Any vacancy occurring in that class, or the class last previously held shall be offered first to the employee on the recall register. Recalls to work shall be made as follows:

(1) To the most senior employee in the unit division who possesses the minimum qualifications to perform the duties of the position;

(2) To the most senior employee in the organizational unit who possesses the minimum qualifications to perform the duties of the position;

(3) To the most senior employee statewide who possesses the minimum qualifications to perform the duties of the position.

Employees who refuse recall to the same classification, or to the last previously held classification, for a unit division, organizational unit, or on a statewide basis, from which they were laid off or to which they have recall rights shall be removed from the appropriate recall register.

### **E. Maine DOT Maintenance and Operations Crews (Including Bridge, Fleet, Highway and Traffic)**

Maine DOT employees assigned to Maintenance and Operations crews (including bridge, fleet, highway and traffic) shall, prior to the operation of the reassignment and displacement options under this Article, first exercise reassignment and displacement rights as follows:

(a) Initially the least senior employee in the affected classification in the crew involved shall be the employee subject to layoff. More senior employees who occupy positions that are abolished or for which funding is eliminated will be offered reassignment within the crew, in order of seniority, to their choice of vacancies created by these layoffs or to other available vacancies in the classification.

(b) If no option exists in subsection (a) above, then in lieu of layoff, the affected employee will also be offered reassignment within the crew, in order of seniority, to their choice of any available vacancies in their last previously held classification, regardless of changes to range, title, and/or bargaining unit of the classification since the employee left

the classification, or to their choice of any available vacancies in classifications that are lower-related to the employee's current classification.

(c) In lieu of layoff, the affected employee may instead elect to displace the least senior employee in a classification that is lower-related to the employee's current classification or in a lower classification they previously held (regardless of changes to range, title, and/or bargaining unit of the classification since the employee left the classification) within the crew, or the least senior employee within their classification in the same unit division, provided they have greater seniority than the employee being displaced.

(d) Any employee affected thereby shall have like displacement rights. An employee finally displaced by the operation of this agreement may then elect to exercise options in accordance with the other provisions of this Article.

## **F. Filling of Direct Hire Vacancies**

In the event of a vacancy in a direct hire position after application of the recall provisions in this Article, such vacancy shall be filled from among eligible employees on the basis of ability and qualifications to perform the duties of the position. Where qualifications and ability are substantially equal, seniority will be the governing factor in final selection.

Vacancies shall be filled first from employees in the same classification within the agency who bid for transfer.

Where such selection involves a bona fide need for special skills and/or special qualifications for a particular position and those special skills and/or special qualifications do not exist among the applicants from within the agency, the above preference for selection shall not preclude the agency from outside selection.

Notwithstanding the above, it is understood there should be no conflict with affirmative action principles, and where there is an affirmative action plan in place, such plan shall be controlling.

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

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

position if the employee so desires. An employee filling positions created by the promotion shall be likewise entitled to return to their former position.

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

### **G. Promotions, Demotions and Transfers**

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

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

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

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

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

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

### **H. Permanent Seasonal Employees**

The provisions of this Article shall apply to seasonal employees covered by this Agreement but in a separate seniority, layoff, reassignment, displacement and recall track, for their respective seasons, except that seasonal positions in the Department of Agriculture, Conservation and Forestry the exercise of all rights are limited to the unit division. Permanent employees laid off from their permanent position shall be entitled to return to previously held permanent seasonal positions. For purposes of this Article, when a seasonal employee moves from the seasonal track to the year-round track, seniority

calculations shall be converted to reflect actual time worked in the seasonal position. Seniority credits for the purpose of this conversion shall be calculated in weekly increments. Any time worked within a given week shall be recognized as a full week.

Once a permanent seasonal employee who accepts a second seasonal position during their season passes probation in the second seasonal position, performance review and salary review dates shall revert to those tied to the initial permanent seasonal position. Such employee shall have their seniority, adjusted service, and longevity dates tied to the initial permanent seasonal position, with credit for time in the second seasonal position.

## **I. Part-Time Employees**

Separate track seniority systems for layoff, reassignment, displacement and recall purposes shall be implemented for full-time and part-time employees. Full-time employees will only be given options in full-time positions. Part-time employees will only be given options in part-time positions.

Full-time positions shall be defined as any position regularly scheduled for forty (40) or more hours per week.

If an employee is the least senior employee in their classification and unit division, they shall be given the options prescribed in section B of this Article in the other track, provided the employee has previously held that classification in the other track with the agency.

For purposes of this Article, when a part-time employee moves from the part-time track to the full-time track, seniority calculations shall be converted to reflect actual time worked in the part-time position. Seniority credits for the purpose of this conversion shall be calculated according to the employees scheduled workweek. Any time worked within a given week shall be recognized as a scheduled workweek.

Recall rights shall be limited to the track from which the employee is initially laid off, displaced, reassigned or demoted in lieu of layoff.

## **J. Positions Outside Bargaining Unit**

An employee in the bargaining unit as of the effective date of this Agreement in a position in a class covered by this Agreement but who becomes excluded pursuant to Section 979-A(6)(C) of the State Employees Labor Relations Act and an employee who by way of a promotion through a normal career ladder is in a classified position excluded from the bargaining unit pursuant to Section 979-A(6)(B) or Section 979-A(6)(D) of the State Employees Labor Relations Act and any other employee promoted through a normal career ladder to a position outside of the bargaining unit shall have the same layoff, seniority, displacement, recall and other rights under this Article for return to a position in the bargaining unit as a covered employee would have if the exercise of those rights is occasioned by a layoff.

Employees covered by previous MSEA-SEIU Agreements in any status described above shall continue to have such rights for return to a position in the bargaining unit as described above.

Otherwise, employees excluded from bargaining units pursuant to the State Employees Labor Relations Act shall have no rights under this Article within the bargaining unit.

### **K. Laid Off Employees in State Housing**

Full-time year-round employees who live in State housing and are laid off shall have at least sixty (60) days to vacate the State housing.

### **L. Health Insurance Coverage for Laid off Employees**

The State agrees to provide laid off employees with group health insurance at the employee's expense for one (1) year provided that the employee is unemployed. Premiums are to be paid directly to the insurance carrier. Failure to make payments would result in cancellation of insurance with no conversion privileges.

### **M. Short-Term Seasonal Positions**

Short-term seasonal position vacancies of fifteen (15) weeks or less duration shall not require posting as a method of filling the vacancy.

### **N. Filling of Ferry Service Crew Vacancies**

When there is a full-time vacancy in the classification of Captain, Engineer, Ferry Able Seaman, or Ordinary Seaman, the Ferry Service will first offer that crew/run/vessel assignment to full-time employees already in that classification in order of seniority. If no full-time employee in that classification elects to transfer to the assignment, the vacancy will be posted in accordance with the provisions of this article, and Ferry Service crew employees in the same classification who choose to apply at that time must participate in the full selection process.

## **ARTICLE 60. SEVERABILITY**

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

## **ARTICLE 61. SHIFT ASSIGNMENTS**

When an opening occurs in a shift assignment in an appropriate work group at a location, preference shall be given to employees within the classification who possess the training, ability and any required special qualifications to perform the work required, on the basis of seniority. In the event that no employee desires a shift assignment, employees shall be selected in order of inverse seniority.

This provision shall not apply to necessary training assignments. This provision shall not in itself alter the practice of rotating shifts where such practice presently exists. No

employee who has a regular shift assignment on the effective date of the Agreement shall be involuntarily displaced from such shift assignment as a result of this Article.

## **ARTICLE 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 Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. 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 the employee's 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.

### **[Effective upon implementation of an Automated System]**

## **ARTICLE 62. SICK LEAVE**

1. Sick leave credit shall be earned at the rate of 3.7 hours per completed two-week pay period of service. The current practices concerning the earning of sick 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. Sick leave shall be earned from the employee's date of employment. Sick leave credit shall be earned for any pay period in which the employee has been in pay status for five (5) or more workdays or forty (40) hours. A part-time or intermittent employee shall earn sick leave as follows: a part-time or intermittent employee shall earn .04625 hours of sick leave for each hour in pay status per two-week pay period. For part-time employees, "hours in pay status" shall be an employee's regularly scheduled budget authorized hours. An employee may accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall be seven hundred twenty (720) hours. For part-time or intermittent employees, the maximum accumulation of sick leave and the amount of unused sick leave which can be credited toward State service for retirement purposes shall be a percentage of nine hundred sixty (960) hours and seven hundred twenty (720) hours, respectively, equal to ten percent (10%) for each eight (8) hours in pay status per two-week pay period. 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 Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. 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.



## **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, Heavy Vehicle and Equipment Technicians, Field Heavy Vehicle/Equipment Technicians, Welder/Fabricators, and Machinists who are required to provide their own tools an annual allowance of four hundred dollars (\$400.00). The allowance shall be paid to employees on a semiannual basis, with half paid in January and half paid in July to eligible employees on the payroll at the time of the payment.

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

## **ARTICLE 64. TELEWORK**

Telework policies will be adopted or modified in accordance with the Work Rules article of this Agreement. An employee may request to telework by submitting a request in writing, which shall include electronically, in accordance with their agency's telework policy. The requested telework may be approved, denied, or modified consistent with agency policy.

If the employee is not satisfied with the initial determination in response to their telework request, and the agency policy does not expressly provide for an appeal process, then the employee can request reconsideration by the appointing authority or designee

by submitting a request for reconsideration in writing, which shall include electronically, within ten (10) workdays of receiving the initial determination. The appointing authority or designee shall review the request for reconsideration and reach their own determination, within thirty (30) workdays, on whether the request can be approved as is, approved in a modified form, or cannot be approved. The appointing authority or designee shall notify the employee in writing, which shall include electronically, as soon as their determination is reached.

The decision of the appointing authority, designee, or the agency representative charged by policy with rendering the decision on appeal, shall be final and not subject to the Grievance Procedure article of this Agreement.

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

## **ARTICLE 65. TRANSPORTATION WORKER**

1. All Transportation Worker I, II, and III's shall be offered the opportunity for twenty-four (24) hours of classroom training annually and will be eligible to be certified on up to two (2) pieces of equipment annually for advancement purposes. Employees wishing to attend additional training for advancement purposes have the option to utilize vacation or comp time, in accordance with usage rules, to attend other State-sponsored trainings, as space is available.

At each annual performance evaluation of any Transportation Worker I or II, the employee's supervisor shall review with the employee what classes the employee has taken that count towards advancement and what classes the employee still needs to take in order to advance. The supervisor shall then recommend what classes the employee should take in the upcoming year, based on the employee's classes or training needed to advance, the needs of the camp or garage, and availability of classes and equipment.

Any Transportation Worker I, II or III who does not receive at least twenty-four (24) hours of training needed to advance in a year shall retain the unused time, to be used the following year, in addition to that year's twenty-four (24) hours, by the end of the second year. If a Transportation Worker I, II or III chooses not to pursue advancement, he or she may sign a form acknowledging that unused time shall not be retained to be used the following year; this choice can be made on an annual basis during the employee's annual performance evaluation.

Except as operational needs require, any tie when it comes to training opportunities will be broken utilizing seniority. Training opportunities and determinations will be based on employee interest and operational need and shall not be made in an arbitrary and capricious manner.

When a Transportation Worker I, II or III is scheduled for a class, the Department shall notify the employee as soon as possible but a minimum of five (5) work days prior to the scheduled date of the class. Once Supervisors are trained and have necessary access to the current training system, they will provide available training enrollment lists for their respective crew members on a regular basis.

2. If, due to operational needs, the Department determines additional personnel must be Respirator Fit Tested, selection of personnel will be done by inverse seniority within the summer work unit unless special skills are necessary based on operational needs. All TW Is will be fit-tested upon employment with MaineDOT.

3. The Department of Transportation will continue to pay the cost of all special licenses or certifications that are required for an employee's position, which relate to the Department's mission or significantly benefit the employee's work unit.

4. Employees will be eligible to apply for advancement from TW I to II and from TW II to III four times annually. Employees must meet all training and testing requirements, including the cumulative test for advancement, and maintain satisfactory or better job performance; two warnings/reprimands within a twelve (12) month period or a suspension within three (3) years will disqualify an employee from advancement.

A review of training records, test results, and performance will be done by the review panel in each Region on a quarterly basis. Transportation Workers recommended for advancement will meet with this panel and sign an FJA-1 to request reclassification of their position. This FJA-1 will be processed through the standard statewide process.

5. Vacancies in the Transportation Worker series will be posted internally statewide for ten (10) work days. Any Transportation Worker interested in that work location may request reassignment, and the most senior candidate will be reassigned with their then-current classification and position number, regardless of which class was originally vacated. A vacancy with no internal applicants will be classified as a TW I. Concurrent with the internal posting for reassignment, the department may post the vacancy externally as a TW I, with the understanding that if any internal candidate or candidates request reassignment, the most senior candidate will be reassigned as described above.

6. Prior to the changeover date of each Department season, Transportation Workers will be allowed to sign an agreement indicating that they forgo ("opt-out") having their overtime equalized during that season, according to the Overtime Assignments article. Employees will still be expected to work overtime as necessary based on operational needs; signing this opt-out agreement does not guarantee an employee less overtime. However, no employee who has signed an opt-out agreement may have more overtime at the end of the season than any employee who did not sign an opt-out agreement.

7. Supervisors will conduct pre-storm meetings in person or via documented telephone calls with crew members any time it is believed that a crew will be called out or expected to work overtime outside the normal workday, including weekends or holidays. Crew members will be designated as "first call" or "second call"; first call will include all drivers and operators anticipated as necessary for the event, including alternates, and second call will be all persons that are not anticipated to be called for the event but could be called due to changing conditions, operational needs, and public safety. In a given season, management may consider disciplinary action after two (2) unexcused absences from "predicted events" for employees deemed "first call" for those events. These absences must be documented on the Crew Supervisors' Pre-Storm Meeting Forms. Employees deemed "Second Call" who are not available would not be subject to corrective actions.

## **ARTICLE 66. UNION MEMBERSHIP AND DUES DEDUCTION**

### **A. Union Membership**

1. Membership in MSEA-SEIU is not a condition of employment with the Executive Branch.

2. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time, including during their first six (6) months

of employment, by providing a written request to MSEA-SEIU.

3. MSEA-SEIU is solely responsible for processing any change to membership status.

4. MSEA-SEIU shall promptly notify the State of any validly executed membership application or request to drop membership.

5. In the event that the State receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.

6. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

## **B. Payroll Deduction**

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues, premiums for current MSEA-SEIU sponsored insurance programs, and voluntary contributions to Political Action by Service Employees and Retirees ("PASER"). Deductions for other programs may be mutually agreed to by the parties.

2. The State agrees to deduct MSEA-SEIU membership dues, insurance premiums, and contributions to PASER from the pay of those employees, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's Electronic Signature law, 10 M.R.S. §9407.

3. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.

4. A validly executed authorization for payroll deduction is an agreement between the employee and MSEA-SEIU. The State agrees that it shall rely solely upon MSEA-SEIU for notice of such authorizations or cancellations or changes thereto.

5. MSEA-SEIU shall notify the State Controller, through the applicable agency payroll clerk, of any such authorizations, cancellations or changes thereto.

6. It may take up to four (4) weeks to process a validly executed authorization for payroll deduction or cancellations or changes thereto.

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

## **C. Indemnification**

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

## **ARTICLE 67. 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. 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.

## **ARTICLE 68. USE OF STATE FACILITIES**

Where there is available appropriate meeting space in buildings owned or leased by the State, MSEA-SEIU shall be allowed reasonable use of such space at reasonable times for specific meetings, including space suitable for meetings in private between MSEA-SEIU staff representatives or stewards and employees in the investigation and processing of grievances.

In addition, in buildings owned or leased by the State that have video conferencing facilities, MSEA-SEIU may be allowed reasonable use of those facilities.

Advance arrangements for the use of State facilities shall be made with the department or agency concerned. MSEA-SEIU shall reimburse the State for any additional expense incurred in allowing use of such space. No other employee organization, except such as have been certified or recognized as the bargaining agent for other State

employees, shall have the right to meeting space in State facilities for purposes pertaining to terms and conditions of employment of employees. The use of State facilities for meetings shall be in non-work areas or where work is not in progress. Other than meetings in private between MSEA-SEIU staff representatives or stewards and employees in the investigation and processing of grievances, all meetings in State facilities shall be during the off-duty time of employees attending and, in all instances, attendance shall be voluntary. Arrangements for any meetings in State facilities will be made so as to avoid interference with the department's or agency's operations or violation of the department's or agency's security.

## **ARTICLE 69. VACATION**

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

0 through 10 years – 10 hours

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

11 through 15 years – 12 hours

16 through 20 years – 14 hours

20+ years – 16 hours

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

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

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

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

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

5. Employees with less than fifteen (15) years of continuous State service shall be entitled to accumulate thirty (30) days of unused vacation leave and shall be

compensated for accumulated vacation leave credits upon termination of State service. Employees with fifteen (15) years or more of continuous State service shall be entitled to accumulate forty (40) days of unused vacation leave, for which they shall be paid upon separation. However, a maximum of thirty (30) days pay of unused vacation shall be credited towards an employee's average final compensation upon retirement. Upon the first January 1 following implementation of the State's HRMS, and each January 1 thereafter, the above maximum accruals will be applied only on January 1, rather than for each pay period. As a result, it is understood that employees may exceed the above maximum accrual rates until January 1 of each year. However, employees leaving State service are eligible to be compensated only for the above-stated maximum accruals, and employees transferring from one agency to another can transfer and/or be paid a total of no more than the stated maximum accruals.

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

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

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

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

**[Effective upon implementation of an Automated System]**

**ARTICLE 69. 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 10 years – 4.7 hours

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

11 through 15 years – 5.6 hours

16 through 20 years – 6.5 hours

20+ years – 7.4 hours

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

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

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

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

b. 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;

c. 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;

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

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

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

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

5. Employees with less than fifteen (15) years of continuous State service shall be entitled to accumulate two hundred forty (240) hours of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with fifteen (15) years or more of continuous State service shall be entitled to accumulate three hundred twenty (320) hours of unused vacation leave, for which they shall be paid upon separation. However, a maximum of two hundred forty (240) hours pay of unused vacation shall be credited towards an employee's average final compensation upon retirement.

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

#### **A. Maximum Vacation Accruals for Part-Time Employees**

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

(1.) 8-hour employee [1/5 or .2 full time] = 48/64;



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

**B. Maximum Vacation Accruals for Intermittent Employees**

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

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

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

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

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

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

**ARTICLE 70. WINTER ALLOWANCE**

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

## **ARTICLE 71. WITHDRAWAL OF RESIGNATION**

An employee may resign in good standing by giving written notice to the employee's appointing authority at least seven (7) calendar days in advance of the effective date of their resignation. Such an employee may, with the approval of the employee's appointing authority, withdraw their resignation up to ten (10) calendar days after the effective date. Such approval shall not be unreasonably denied. An employee who fails to give written notice to the employee's appointing authority at least seven (7) calendar days in advance of the effective date of their resignation may not withdraw that resignation.

## **ARTICLE 72. 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 Able Seamen and Ferry Service Ordinary Seaman.

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 Able Seaman, Ferry Service Ordinary Seaman; 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

**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.

## **ARTICLE 73. WORK RULES**

The State may change or adopt work rules during the term of this Agreement but such changed or adopted work rules shall not be inconsistent with the terms and provisions of this Agreement. Whenever such work rules are to be changed or adopted, they shall be posted on bulletin boards in the appropriate organizational units for seven (7) days before they are to become effective. Simultaneously with such posting a copy of same shall be forwarded to MSEA-SEIU. Upon request by MSEA-SEIU the State will meet and consult with MSEA-SEIU on the proposed changed or new rules.

## **ARTICLE 74. WORK STOPPAGE AND SLOWDOWN**

Employees within the bargaining unit, MSEA-SEIU and its officers at all levels, agree that they will not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage or slowdown.

"Work stoppage" means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees.

The officers of MSEA-SEIU, at all levels individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this Article, including the remaining at work during any interruption or slowdown of work which may take place.

## **ARTICLE 75. 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 (1) 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.

## **ARTICLE 76. TERM OF AGREEMENT**

This Agreement shall be effective from October 8, 2021 through June 30, 2023, unless otherwise specifically provided herein. However, if the agreement is ratified prior to the effective date of the contract funding legislation, all cost items negotiated in this Agreement shall be effective on the effective date of such legislation. Either party shall give sixty (60) days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

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

## OPERATIONS, MAINTENANCE & SUPPORT

Allagash Park Ranger	Locksmith
Asst Park Ranger	Machinist
Auto Mechanic II	Maintenance Mechanic
Baxter Park Campground Ranger	Marine Mechanic Specialist
Baxter Park Trail Crew Leader	Master Carpenter
Baxter Park Trail Laborer	Military Firefighter
Baxter Park Trail Specialist	Motor Transport Tech Assistant
Baxter Park Winter Ranger	Navigational Aid Crew Leader
Boiler Engineer	Navigational Aides Assistant
Bridge Operator	Park Ranger
Building & Trades Apprentice	Parks Maintenance Coordinator
Building & Trades Specialist	Plumber II
Building Custodian	Plumbing & Heating Technician
Capitol Security Screener	Postal Service Technician
Carpenter	Postal Service Worker
Chemist Assistant	Public Safety Mechanic
Conservation Aide	Recreation Trails Coordinator
Correctional Building Custodian	Senior Entomology Technician
Correctional Boiler Engineer	Sign Fabricator
Correctional Boiler Operator	Transitional Duty (MSEA-E)
Correctional Electrician II	Transportation Aide
Correctional Maint Mechanic	Transportation Crew Technician
Correctional Plumber II	Transportation Worker I
Custodial Worker II	Transportation Worker II
Custodial Worker III	Transportation Worker III
Entomology Technician	Welder/Fabricator
Ferry Able Seaman	Watchperson
Ferry Ordinary Seaman	
Field Heavy Vehicle/Equip Tech	
Gamekeeper	
Groundskeeper II	
Heavy Equipment Operator	
Heavy Equipment Operator II	
Heavy Vehicle & Equipment Tech	
High Voltage Electrician	
Highway Laborer	
Hospital Custodial Worker I	
Institutional Custodial Worker	
Institutional Maintenance Mech	
ITS – Journeyman Electrician	
Janitor/Bus Driver	
Laborer I	
Laborer II	
Lifeguard	
Lifeguard Supervisor	

**APPENDIX A**  
**PART-TIME EMPLOYMENT PRORATION**

<b>Authorized Position Hours</b>	<b>Pro-Rated Paid Holiday Hours</b>	<b>Remaining Hours to Work</b>
39	7.8	31.2
38	7.6	30.4
37	7.4	29.6
36	7.2	28.8
35	7.0	28.0
34	6.8	27.2
33	6.6	26.4
32	6.4	25.6
31	6.2	24.8
30	6.0	24.0
29	5.8	23.2
28	5.6	22.4
27	5.4	21.6
26	5.2	20.8
25	5.0	20.0
24	4.8	19.2
23	4.6	18.4
22	4.4	17.6
21	4.2	16.8
20	4.0	16.0
19	3.8	15.2
18	3.6	14.4
17	3.4	13.6
16	3.2	12.8
15	3.0	12.0
14	2.8	11.2
13	2.6	10.4
12	2.4	9.6
11	2.2	8.8
10	2.0	8.0
9	1.8	7.2
8	1.6	6.4

For Thanksgiving week double column 2 and subtract from column 1 for remaining hours to be worked.

**STATE OF MAINE**

By:

Janet T. Mills, Governor  
Kirsten LC Figueroa, Commissioner Department of Administrative and Financial Services  
Julie Armstrong, Chief Negotiator  
Beth Getchell, Bargaining Team Member  
Kelsie Lee, Bargaining Team Member  
Lisa McGrotty, Bargaining Team Member  
Kathy Weymouth, Bargaining Team Member

**MAINE SERVICE EMPLOYEES ASSOCIATION, SEIU, LOCAL 1989**

By:

Dean Staffieri, President  
Allison Perkins, Vice President  
Alec Maybarduk, Executive Director  
Anne Macri, Chief Negotiator  
Robin Upton-Sukeforth, Field Representative  
Jeff Mace, Bargaining Team Member  
McKedra Clements, Bargaining Team Member  
Glen Jalbert, Bargaining Team Member



**MEMORANDUM OF AGREEMENT FOR  
MILITARY FIREFIGHTERS, MILITARY FIREFIGHTER SUPERVISORS  
AND  
ASSISTANT MILITARY FIRE CHIEFS**

**Updated September 2020**

**TABLE OF CONTENTS**

A.	STATEMENT OF PURPOSE
B.	ACTING CAPACITY
C.	ADMINISTRATIVE LEAVE FOR ANNUAL MEETING
D.	ALTERNATE SCHEDULES
E.	BEREAVEMENT LEAVE
F.	CALL BACK LIST – OVERTIME
G.	COMMERCIAL DRIVER'S LICENSE
H.	COMPENSATING TIME
I.	COMPENSATION
J.	CONTRACT PROVISIONS
K.	DRUG TESTING
L.	FAMILY TIME
M.	GRIEVANCE HANDLING
N.	KELLY DAY
O.	LABOR-MANAGEMENT COMMITTEE
P.	MILITARY MEMBERSHIP
Q.	MINIMUM STAFFING
R.	OVERPAYMENT
S.	OVERTIME
T.	OVERTIME SCHEDULING
U.	PAID MILITARY LEAVE
V.	PHYSICAL FITNESS AND MEDICAL STANDARDS
W.	RESERVATION OF RIGHTS
X.	RESOLUTION OF DISPUTES AND ENFORCEMENT
Y.	SAFETY MEETINGS
Z.	SECURITY CLEARANCE
AA.	STANDARD OPERATING PROCEDURES AND GUIDELINES
BB.	SWAP TIME
CC.	VACATION (ANNUAL LEAVE) AND SICK TIME ACCRUAL
DD.	WORK SCHEDULE
EE.	TERMS OF THE AGREEMENT
FF.	SIGNATURE

## **A. STATEMENT OF PURPOSE**

This Memorandum of Agreement shall pertain only to the Military Firefighters, Military Firefighter Supervisors, and the Assistant Military Fire Chiefs in the Department of Defense, Veterans and Emergency Management (DVEM).

The parties to this Agreement mutually agree to the following modifications of practice, and amendments, and exceptions to certain provisions of the Operations, Maintenance and Support Services (OMS) Bargaining Unit contract and Supervisory Services (SSU) Bargaining Unit contract.

All issues not specifically addressed in this Agreement shall continue as provided in the current bargaining unit agreements.

## **B. ACTING CAPACITY**

When an employee is assigned temporarily by the employee's appointing authority to a job for which the employee is qualified in a higher pay grade for a period of two (2) 24 hour shifts of the employee's regular workweek, whichever is less, the employee shall be paid retroactively from the initial date of the temporary transfer for the duration of the temporary assignment. The employee shall be paid as if the employee had been promoted during such assignment. In no event may an employee acquire any status in a higher classification as a result of the employee's temporary assignment. Acting capacity assignments shall not be made on an arbitrary or capricious basis. Employees shall not be rotated in acting capacity in an arbitrary or capricious basis in order to avoid payment of acting capacity pay.

The Article shall not be used in lieu of the proper processing of any request for reclassification or reallocation of a position pursuant to the Personnel Rules and the Reclassifications, or the filing of a vacancy pursuant to the Personnel Rules and the Seniority Article.

## **C. ADMINISTRATIVE LEAVE FOR ANNUAL MEETING**

The State shall provide Employee Organizational Leave without loss of pay or benefits for two (2) employees covered under this Agreement to attend the MSEA-SEIU Local 1989 Annual Meeting. MSEA-SEIU shall provide the State thirty (30) days advance notice of the employees attending the Annual Meeting.

The parties understand that there may be occasions when approval to attend the annual meeting may cause the minimum staffing levels to fall below normal. Such occasions shall not be considered a breach of the minimum staffing protocols. The Base Fire Chief may require a staff member to report for duty if the Fire Chief deems it necessary to meet mission essential or meet minimum manning standards. The state shall not be required to call in for overtime to meet mission essential or minimum staffing requirements. Employees shall work their normal shift outside the Annual Meeting. Employees will be authorized reasonable travel time to and from the meeting. Any scheduling issues discussed in this paragraph must be worked out with the Base Fire chief thirty (30) days in advance of the annual meeting.

#### **D. ALTERNATE SCHEDULES**

The parties agree to amend ARTICLE 36. HOURS AND WORK SCHEDULES (OMS) and ARTICLE 36. HOURS AND WORK SCHEDULES (SSU). Except in the case of emergencies, there will be at least a 28-day notice of an involuntary temporary alternate work schedule. The hours of an alternate work schedule will be defined as agreed to locally so the individual is covered under liability, etc. [i.e. School course has an eight (8) hour day versus the normally scheduled twenty-four (24) hour shift]. No employee should lose any wages from this organization for attending functions supporting the organization or their job.

#### **E. BEREAVEMENT LEAVE**

The parties agree that each employee shall be allowed up to two (2) shifts leave, with full pay and benefits as an amendment to Article 5, Bereavement Leave (OMS); and to Article 5, Bereavement Leave (SSU), wherein each shift is a 24-hour period of scheduled duty.

#### **F. CALL-BACK LIST – OVERTIME MANDATES**

The parties agree that three seniority lists will be printed on January 1 of each calendar year and displayed in the Military Firefighter headquarters with the current status of each employee's overtime accrued. The three lists will be separated by classification of Military Firefighters, Assistant Chiefs, and Military Firefighter Supervisors. Overtime will be offered by classification as follows:

- a. Overtime will be offered to fill the position that is needed to meet the required number of 9 personnel on duty.
  1. Supervisors and Assistant Chiefs shall not be offered overtime if there are two persons within those classifications on duty unless the call-back list for Military Firefighters has been exhausted.
  2. Military Firefighters will not be offered overtime to fill a supervisory role.
  3. Overtime shall not be granted on UTA weekends when fully qualified military personnel are available to maintain required staffing levels.
- b. When call-back is necessary, it shall be done in the following order:
  1. Individuals scheduled for "Kelly" days, will be given priority (top of list) based on seniority unless operational need dictates otherwise (i.e. a supervisor is needed)
  2. If no one is on Kelly day, overtime is offered to the appropriate classification by seniority.
  3. If individuals are equal in seniority, employees will be listed in alphabetical order.
  4. Implementation of the list will run until the list is exhausted-then will start over.
  5. If no contact is made with the individual, the Supervisor will leave a

message with the offer of time needed and shall proceed to contact the next individual on the list.

6. If there is a refusal of overtime by an individual, they will be charged as though they refused the hours and placed at the bottom of the list.
7. If overtime has not been accepted by 0730 on the day it is necessary, an employee from the outgoing shift will be held for mandatory overtime.

## **G. COMMERCIAL DRIVERS' LICENSE**

In the event the Department adopts a requirement that employees maintain commercial drivers' license, no current military firefighting personnel subject to any collective bargaining agreement shall be terminated for failing to achieve such license for any physical condition beyond their control, unless required by law.

If the Department adopts such a requirement, the Department shall reimburse all employees who do hold a commercial drivers' license for the biannual medical certificate.

## **H. COMPENSATING TIME**

The parties agree to follow Article 9, Compensating Time as currently stated in the Supervisory Services Bargaining Unit and Operations, Maintenance and Support Services Bargaining Unit contracts.

## **I. COMPENSATION**

The parties agree that the Military Firefighters, Military Firefighter Supervisors and Assistant Military Fire Chiefs shall be compensated consistent with the appropriate Salary Schedule in effect.

BASE PAY: Payments shall be based on 216 hours in a twenty-eight (28) day cycle of which there are two pay periods. Each of the pay periods (minimum) shall be as follows:

Pay Period #1	14 Days	106 hrs
Pay Period #2	14 Days	106 hrs + 4 hrs O.T. at the appropriate rate

This is to comply with the tenets of the Fair Labor Standards Act (FLSA), whereby hours actually worked exceeding 212 hours in a twenty-eight day work cycle will be paid at one and one-half (1½) times the employee's regular rate of pay or at the "premium rate" on the Salary Schedule.

The parties agree that Vacation (Annual Leave), Sick Leave, Bereavement Leave, Compensating Time, and Military Leave shall be considered as actual time worked in the accounting of hours actually worked towards the accrual of 212 hours in a twenty-eight (28) day work cycle.

The parties agree to work together to ensure that the unique time tracking needs of Military Firefighters are integrated into the new payroll system, currently titled Workday.

**J. CONTRACT PROVISIONS**

The parties agree that the following contract provisions of the 2019-2021 and successor OMS bargaining unit agreement shall not apply to the Military Firefighters.

**a. ARTICLE 10 - COMPENSATION**

SECTION E - OVERTIME  
SECTION F - SHIFT DIFFERENTIALS  
SECTION G - DOUBLE SHIFT PREMIUM  
SECTION H - DIVERS STIPEND  
SECTION J- WEEKEND DIFFERENTIAL  
SECTION K – CLIMBING STIPEND

**b. ARTICLE 35 - HOLIDAYS**

**c. ARTICLE 46 - OVERTIME ASSIGNMENTS**

Additionally, the parties agree that the following contract provisions of the 2019-2021 and successor SSU bargaining unit agreement shall not apply to the Military Firefighter Supervisors and Assistant Military Fire Chiefs.

**d. ARTICLE 10 - COMPENSATION**

SECTION C - NON-STANDARD WORKWEEK  
SECTION E – OVERTIME  
SECTION F - SHIFT DIFFERENTIALS  
SECTION G - DOUBLE SHIFT PREMIUM  
SECTION L - STANDBY  
SECTION I - MEDICATION ADMINISTRATION  
SECTION H - DIVERS STIPEND  
SECTION J- WEEKEND DIFFERENTIAL  
SECTION K – CLIMBING STIPEND

**K. DRUG TESTING**

The department may test employees for drug use subject to the same procedures, terms and conditions as those currently adopted by the Department of Transportation governing its transportation workers.

**L. FAMILY TIME**

The parties agree to a family visitation time limit of thirty (30) minutes during the time period of (0730 - 1600 hours). A one-hour or more family visit may be authorized during other than this time period, but must not interfere with training or duties.

## **M. GRIEVANCE HANDLING**

In order to most effectively address grievances, Step 1 grievances shall be reported to the Fire Chief. In the absence of the Fire Chief, the Step 1 grievance shall be reported to the Assistant Military Fire Chief designated to cover for the Fire Chief. Step 2 grievances shall be filed to the Base Fire Marshall.

## **N. KELLY DAY**

A "Kelly" Day is a 24-hour day. A minimum of four (4) and a maximum of five (5) Kelly Days will be given to each individual per calendar year depending on the manner in which the shift schedules fall.

The Kelly day is to be used during a twenty-eight (28) day period comprising 240 hours.

The Kelly day is not counted as an actual day worked for FLSA requirements. It is a 24-hour day off-duty.

## **O. LABOR-MANAGEMENT COMMITTEE**

a.) The parties agree that the previously established Labor-Management Committee can meet quarterly or as needed to work towards agreement on any and all issues affecting the program. Any action taken by the committee will be by mutual agreement and with approval by the Office of Employee Relations and the 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 Base Fire Chief will provide file space for the Union Chapter.

### **b.) Labor Management Committee on Cancer Screenings**

A Labor/Management Committee on Annual Cancer Screenings comprised of three representatives from Management and three representatives from Labor appointed by the respected bargaining agent to develop an annual cancer screening policy. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

Should the Committee fail to agree upon a policy by December 31, 2020, Management agrees to pay for cancer screenings for all persons covered by this agreement for the years 2021 and 2022 through Work Health, up to a cost of \$500 per employee.

## **P. MILITARY MEMBERSHIP**

No military firefighting personnel, including supervisors, subject to any collective bargaining agreement between the State of Maine and the MSEA, may be required to belong to the armed forces, as a member of the Air National Guard or in any other capacity, as a condition of employment, except as provided herein.

All Current or future military firefighting personnel covered by the contract be required to complete one six-year enlistment with the military either before or during their first years of employment. Employees will be required to achieve a 5-level state of proficiency in the AFSC 3E751 specialty. Any employee who fails to complete these conditions of employment may be discharged from their position.

Employees will be required to maintain certification of NGR 5-1, Section 36-8, a. (1) (a) dated April 3, 2008.

**Q. MINIMUM STAFFING**

Regular shifts shall be staffed at a minimum of seven (7) Military Firefighters and either two (2) Military Firefighter Supervisors or one (1) Military Firefighter Supervisor and one (1) Assistant Military Fire Chief, for a total of nine (9) personnel scheduled per shift. Vacancies on any shift shall be filled consistent with Article F, CALL-BACK LIST – OVERTIME MANDATES. The parties understand that there may be occasions when the Call-Back List-Overtime Mandate procedures fail to result in the minimum staffing levels caused by unavailability due to deployment, sickness or pre-approved leave, and such occasions shall not be, nor be considered, breach of this Article provided that the State has followed the processes set forth under the Call-Back List-Overtime Mandate Article.

Should the number of federally funded positions at the base decrease below forty-one (41) total positions or federal funding decreases in an amount that would prevent current staffing levels, the parties agree to negotiate the impact of the funding decrease.

**R. OVERPAYMENT**

Overpayments shall be handled in accordance with State law.

**S. OVERTIME**

Hours actually worked exceeding 212 hours will be paid at either the straight overtime rate of pay or at the premium overtime (time and one half) rate of pay; whichever is appropriate. Vacation (annual leave), sick leave, administrative leave, bereavement leave, and military leave shall be considered as time actually worked for the purpose of computing premium overtime. In lieu of premium overtime pay, employees may, upon mutual agreement, earn compensating time at the rate of one and one half (1 ½) hours of compensating time for each hour of premium overtime. Compensating time off will not count towards computing premium overtime—only straight overtime pay.

## **T. OVERTIME SCHEDULING**

In situations (other than emergency conditions) which result in overtime assignments of off-shift personnel, every attempt shall be made to equalize such overtime work requirements among all employees. Overtime hours worked during an emergency will be included when equalizing overtime.

Off-shift overtime assignments will not be counted toward the accrual of 212 hours in the twenty-eight day work cycle. Off-shift overtime hours performed will either be paid as premium overtime or earned as compensating time as agreed to by both parties.

When an off-shift employee is either scheduled or held-over to work a specific amount of overtime hours, at management's discretion, the employee may be either:

- (1) sent home before working the number of specified hours and be paid either:
  - (a) the number of hours that were specified or
  - (b) the number of hours worked plus four hours, whichever is less; or
- (2) given the option to voluntarily leave before working the number of specified hours and paid only for hours worked.

When overtime is offered and agreed to because an employee calls out sick, the employee that called out sick will not be allowed to return to work until the overtime shift is completed.

## **U. PAID MILITARY LEAVE**

Covered employees who are members of National Guard or the Reserves of the United States Armed Forces with a standard scheduled work week of 56 hours shall be entitled to one hundred and sixty-eight (168) hours of paid military leave time in any calendar year for the purpose of performing military duty. Said military leave time shall be used on an "hour for hour" basis to cover military duty. Employees shall suffer no loss of pay and shall continue to accrue sick and annual leave and seniority while on military leave time. This provision in no way impacts or limits a service member's rights to unpaid military leave under State and Federal law.

## **V. PHYSICAL FITNESS AND MEDICAL STANDARDS.**

The parties wish to ensure that military firefighting personnel are able to perform their duties safely, both to themselves and others. The parties further recognize that physical ability and medical conditions vary with age, gender, and medical history, and that any employment decisions relating to an individual's ability or condition must not discriminate against qualified individuals who can safely perform the essential functions of the job. Guided by those principles, the parties agree to meet monthly, through appropriate labor management committee(s), with the intent to develop a physical fitness or wellness program for these employees by December 31, 2020. The parties agree that effective January 1, 2021, a physical fitness/wellness program will be implemented. The program shall include scheduled annual evaluations conducted by the current State of Maine contracted physician to determine physical and medical ability to perform the essential duties of the position. In addition, the employer may order an employee to submit to such tests if it has probable cause to believe the employee cannot safely perform the duties of the position.



**a. Medical evaluations**

Any medical evaluation shall be conducted by a medical professional. Under no circumstances shall any employee be tested for, or required to disclose medical information relating to, any condition not reasonably related to the performance of their duties. The results of any medical testing shall remain confidential, and shall not be disclosed to the employer, except that the examining professional shall inform the employer of any condition that might reasonably impair the employee's ability to perform the job safely, either to himself or to others.

**b. Physical Fitness evaluations**

Physical fitness evaluations may be used to assess employees' ability to perform their duties safely and completely. The evaluations shall be conducted by the appropriate professional, and shall be designed to assess the employee's fitness to perform the essential functions of the position. Testing procedures may be modified to accommodate individual needs, so long as the resulting information is adequate to serve the purposes of this section.

If the evaluator concludes that corrective action is warranted, they shall develop appropriate written recommendations. The recommendations shall be provided to the employee, and will be shared with the employer, but shall otherwise remain confidential.

**c. Employment Action**

No adverse employment action may be taken against the employee on the basis of any medical or physical condition, including a failure to meet any physical or medical standard or similar deficiency identified through the testing and valuation procedures described above, unless such condition significantly impairs the employee's ability to safely perform the essential duties of the position in light of their age or gender, and consistent with the Americans with Disabilities Act.

In the event an evaluating professional identifies a condition that might reasonably interfere with the employee's ability to safely perform the essential duties of the position, the employee and the employer shall be so informed. The evaluating professional will provide written recommendations concerning appropriate employment actions. The employee shall have the opportunity to secure a second opinion, from an appropriate professional of the employee's choosing. If the second option is inconsistent with the first, the parties may settle the dispute for final decision to an arbitrator selected by the parties, with expenses shared by the union and the state.

## **W. RESERVATION OF RIGHTS**

Nothing in this agreement shall be construed to waive any provision of the collective bargaining agreement except as specifically provided herein. Nor shall this agreement be construed to waive any statutory right that might have been asserted by any employee, with or without assistance from MSEA, against the state or any of its subdivisions, officers, agents, or employees.

## **X. RESOLUTION OF DISPUTES AND ENFORCEMENT**

Any dispute over the interpretation of this agreement may be resolved through the grievance and arbitration procedures contained in the collective bargaining agreement covering the employee(s) affected by the alleged violation.

## **Y. SAFETY MEETINGS**

Required safety meetings shall be held at least once every six (6) months

## **Z. SECURITY CLEARANCE**

The parties agree that staff will be required to achieve and maintain a security clearance appropriate to the duties of the position, issued the U.S. Air Force and the Federal Aviation Administration.

## **AA. STANDARD OPERATING PROCEDURES AND GUIDELINES**

Absent an emergency necessitating an immediate change in operations, the department shall post any new or revised standard operating procedures or standard operating guidelines on the bulletin board for a period of two weeks prior to the proposed implementation date.

## **BB. SWAP TIME**

The parties agree to a trial period for Swap Time being allowed with a minimum of four (4) hour increments. The shifts to be swapped must be identified, agreed upon, and entered into the schedule at the time of the swap, and the swap must be completed within twelve (12) months.

Employees with 280 hours of vacation (annual leave) must use the accumulated leave rather than the swap time arrangement.

The individual assigned to the shift is responsible and pay will be docked or deducted accordingly if there is no show by either the scheduled employee or swap time individual.

The Assistant Military Fire Chiefs from both affected shifts shall approve (or not approve) the swap time with no less than one week's notice. Swap time may not be allowed if it interferes with or results in a loss of training.

The swaps must be based on job classification from one crew to another.

The parties agree that absent mutual agreement to make the trial language permanent beyond March 2, 2021, this language will revert to pre-trial period language

for the 2021-2023 contract negotiations. However, any swaps agreed to prior to the expiration of the trial period shall continue to be honored even if the swapped shift is to occur after March 2, 2021.

## **CC. VACATION (ANNUAL LEAVE) AND SICK TIME ACCRUAL**

Each Military Firefighter, Military Firefighter Supervisor, and Assistant Military Fire Chief shall earn vacation (annual leave) and sick leave on the following basis:

- a. 5.4 hours per each completed 2 week pay period of service up to five (5) years;
- b. 6.3 hours per each completed 2 week pay period of service from five (5) up to ten (10) years;
- c. 7.2 hours per each completed 2 week pay period of service from ten (10) up to fifteen (15) years;
- d. 8.1 hours per each completed 2 week pay period of service from fifteen (15) up to twenty (20) years;
- e. 9.0 hours per each completed 2 week pay period of service after twenty (20) years;

The maximum accrual of vacation (annual leave) is two hundred and eighty (280) hours for employees with less than fifteen (15) years of continuous State service and three hundred and twenty (320) hours for employees with fifteen (15) or more years of continuous State service. Employees will automatically lose any time above this maximum accrual. Employees shall be paid up to the maximum accrual rate (280 or 320 hours) upon separation. However, a maximum of two hundred eighty (280) hours pay on unused vacation shall be credited toward an employee's average final compensation upon retirement.

Employees may accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. When the maximum limitation has been accumulated, hours that would normally thereafter be earned shall lapse, but shall be recorded by the Department. Any employee who has such lapsed sick leave to the employee's credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness consistent with the bargaining unit agreements.

At retirement, termination, or discharge, the vacation (annual leave) accrued shall be paid to balance out the account, whether in a positive or negative balance.

If an employee has a zero balance of vacation or sick leave, after a negative balance of twenty-four (24) hours, in either case, the time shall be deducted from the individual's payment as agreed to by both parties.

In extreme cases, the Base Fire Chief may approve up to 24 hours in the negative balance to avoid pay deductions.

The parties agree to the following amendment to Article 63. Sick Leave (OMS) and Article 63. Sick Leave (SSU) as follows:

“2. ... a medical examination or doctor’s certificate will be required on account of use of sick leave for two or more consecutive (24 hour) work shifts ”

Aside from requests for vacation leave during the months of June, July and August, which shall be handled consistent with Article 66, Vacation, subsection 2, vacation requests may be made and approved, subject to operational need, by the end of the preceding year. Vacation leave requests shall be submitted to the Base Fire Chief prior to December 1, of the preceding year and either approved or denied before the end of the calendar year. Requests submitted after December 1, will be considered on a first- come, first serve basis. Conflicts will be resolved by seniority. Day to day vacation leave requests made throughout the year may be granted based on operational needs.

**DD. WORK SCHEDULE**

Other than those performing the duties of Assistant Chief for Training and Assistant Chief for Fire Prevention, the work schedule for Military Firefighters, Military Firefighter Supervisors, and Assistant Military Fire Chiefs will consist of a twenty-four (24) hour period on-duty, with a forty-eight (48) hour period off-duty. The regular work schedule is defined as a 24-hour period starting at 7:30 am and ending at 7:30 am. This will be accomplished by a work force comprised of three (3) crews (A, B, C shift), with each shift on-duty for 24 hours and off-duty for 48 hours.

**EE. TERM OF THE AGREEMENT**

The parties agree that this Memorandum of Agreement (MOA) shall be effective as of September 23, 2020. Either party may initiate negotiation of the MOA with sixty (60) days written notice of a desire to negotiate a new MOA or to modify this Agreement.

**FF. SIGNATURES**

This Memorandum of Agreement for Military Firefighters, Military Firefighter Supervisors and Assistant Military Fire Chiefs is signed and agreed to this 15th of January 2021.

Tom Feeley  
Tom Feeley  
MSEA’s Chief Negotiator

Kelsie M. Lee Jan 15, 2021  
Kelsie M. Lee  
State’s Chief Negotiator

## **Department of Corrections 42.5-Hour Workweek**

The following classification at the Department of Corrections shall work a regular 42.5-hour workweek with individual work schedules to be determined by operational needs of each affected institution.

OMS  
Correctional Boiler Engineer  
Correctional Boiler Operator  
Correctional Electrician I  
Correctional Electrician II  
Correctional Maintenance Mechanic  
Correctional Plumber  
Correctional Plumber II  
Laborer II  
Treatment Plant Operator

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

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

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

Agreed to on 6/25/2019

For the State  
*Breana D. Bissell*  
Chief Negotiator

For MSEA-SEIU  
*Anne Macri*  
Chief Negotiator

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

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

Agreed to on 08-17-2021

For MSEA-SEIU  
*Anne Macri*  
Chief Negotiator

For the State  
*Julie Armstrong*  
Chief Negotiator

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

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

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

Agreed to on 05/19/2021

For MSEA-SEIU  
*Anne Macri*  
Chief Negotiator

For the State  
*Julie Armstrong*  
Chief Negotiator



## **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.

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

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

The Committee will be responsible for providing any recommendation(s) to the parties

by August 1,2022.

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.