

ADMINISTRATIVE SERVICES  
BARGAINING UNIT AGREEMENT

BETWEEN

MAINE SERVICE EMPLOYEES ASSOCIATION LOCAL 1989

AND

THE JUDICIAL BRANCH OF THE STATE OF MAINE



JULY 1, 2023 THROUGH JUNE 30, 2025

**ADMINISTRATIVE SERVICES  
COLLECTIVE BARGAINING AGREEMENT  
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**ADMINISTRATIVE SERVICES  
COLLECTIVE BARGAINING AGREEMENT**

NOTE: Dates appearing after article titles reflect substantive changes made in this agreement from the previous collective bargaining agreement.

**PREAMBLE**

Whereas the Judicial Branch of the State of Maine (hereinafter referred to as the "JUDICIAL BRANCH" or the "DEPARTMENT") and the Maine Service Employees Association (hereinafter referred to "MSEA" or the "UNION") desire to establish a constructive, cooperative and harmonious relationship, to promote effective service and quality of work life towards the accomplishment of the missions of the Court; and to establish an equitable and peaceful procedure for the resolution of differences.

**ARTICLE 1. TERM OF AGREEMENT (2023)**

This Agreement shall be effective as of July 1, 2023, and shall continue until June 30, 2025. Either party shall give sixty (60) days written notice to the other of a desire to negotiate a new Collective Bargaining Agreement or to modify this Agreement.

During the said term neither party will seek to unilaterally modify the terms of this Agreement through legislation or other means which may be available to them.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives on June 29, 2023.

**ARTICLE 2. UNION RECOGNITION (2023)**

Pursuant to the Maine Labor Relations Board certification dated December 18, 1984, the Judicial Branch recognizes the Maine Service Employees Association (MSEA) as the sole and exclusive representative and bargaining agent for the Administrative Services Unit for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all eligible employees in the following classifications:

JOB CLASSIFICATION	Salary Grade
Accounting Clerk I	9
Accounting Technician	11
Administrative/Data Assistant	12
Assistant Clerk	9
Associate Clerk	11
Associate Clerk of the Law Clerk	11
Collections Clerk	9
Court Fine Screener	10
Courtroom Technology Assistant	11
Financial Administrative Assistant	12
Internal Case Processing Lead	10
Judicial Administrative Assistant to a Chief Judge	14

Judicial Administrative Assistant to the SJC	14
Judicial Administrative Assistant to the Trial Courts	11
Judicial Administrative Assistant to the Trial Courts II (with Administrator support)	12
SC/VB Assistant Clerk	8
SC/VB Associate	10
Transcript/Audio Production Specialist	9

\* A Judicial Administrative Assistant to the Trial Courts that is assigned to a Department Head will be paid at a Grade 12 for the duration of the assignment. If said employee's assignment to a Department Head ends, the employee will be returned to Grade 11 at the step that would have been attained if the employee had not been assigned to Grade 12.

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

**ARTICLE 3. ACCESS TO PREMISES (2019)**

Representatives of MSEA, with the prior permission of the Clerk/Deputy Clerk of Court, designee, or other appropriate authority, may have access to court employees during working hours. Where possible, days when court is in session should be exempted from this Article as days when access may be granted. Except for representatives of MSEA as mentioned above, access during working hours shall be subject to court security policies and Administrative Order JB-05-11 Access to Clerks' Offices, Computer Terminals, and Court Files.

**ARTICLE 4. ACTING CAPACITY (2023)**

When assigned temporarily to perform the work of a higher paid job classification, an employee in this unit shall be paid as if the employee had been promoted for the duration of the acting capacity assignment, provided the following criteria are met.

- a. The employee must perform the majority of the higher classification duties; and
- b. The temporary assignment must last for eleven (11) consecutive workdays, whereupon the higher pay in the higher pay level will be made retroactive to the first day on which the higher duties were assumed.

When an absence, vacancy, or temporary assignment occurs, for whatever reason, that can be anticipated prior to the actual first day of the assignment and is expected to last at least eleven (11) days, acting capacity may be granted on the first day of such assignment.

Acting capacity assignments shall last no longer than nine (9) months in duration, if the position being filled temporarily through the acting capacity assignment is vacant.

Any time spent in acting capacity may not be considered by hiring panels. In the event that a person in an acting capacity assignment applies to permanently fill that specific vacancy, the hiring panel must demonstrate that it has adequately considered the qualifications of any other applicants before making the decision.

Applicants who have previously submitted a letter of interest for a particular job title and/or

classification will automatically be considered for any open acting capacity position(s) of that job title and/or classification, regardless of the location of the open position or the employee's location.

Acting capacity decisions will be based on knowledge, skills, performance, training record, education or equivalent experience, and operational needs. Any employee who submits a letter of interest and resume shall be automatically included within the Human Resources applicant tracking system. These applications will be retained until the applicant chooses to update them. Any applications submitted prior to July 1, 2021 shall not be considered.

The following procedure shall be utilized whenever there is at least four (4) weeks' notice of a temporary vacancy to be filled via acting capacity or whenever the acting capacity assignment is expected to last at least four (4) weeks:

Employees interested in being considered for acting capacity assignments shall submit an application through the Human Resources applicant tracking system and include a letter of interest and a current resume. Such applicants will be shared with the Selecting Authority, or designee. Once a determination is made that an acting capacity position will be filled, the Judicial Branch shall post an in-house announcement clearly on the applicant submission page for a minimum of five (5) business days, with all employees notified of said posting via email. The post shall list the Job, Title, Description and Location of the position. Management shall consider and interview all internal applicants who meet the minimum requirements for any acting capacity positions.

## **ARTICLE 5. APPROVAL OF LEGISLATURE**

The parties hereto agree to jointly support any legislative action necessary for implementation of any and all provisions of this Agreement. If the Legislature rejects any provision submitted to it, the entire Agreement shall be returned to the parties for further bargaining.

## **ARTICLE 6. BULLETIN BOARDS (2009)**

The Judicial Branch shall provide bulletin board space for the use of MSEA at each court 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 materials shall be restricted to such bulletin board space except that, in each court location where bulletin board space is not provided for MSEA due to lack of space, the Judicial Branch shall designate an appropriate alternative space where such materials may be posted. MSEA is solely responsible for the accuracy and ethical standards of any material pursuant to this Article. All posted MSEA materials shall be signed by an authorized representative of the Association or stamped with an official MSEA or SEIU (Service Employees International Union) logotype.

## **ARTICLE 7. CHILD & ELDER CARE REIMBURSEMENT (2017)**

Employees may be eligible to receive a lump sum reimbursement for child and/or elder care expenses for expenses incurred during the previous calendar year, as provided below.

### **Section 1. Eligibility Criteria (2023)**

Eligibility for the Child and Elder Care Reimbursement Program is based on the employee's annual base salary. For purposes of this article, "annual base salary" is defined as the



employee's hourly rate multiplied by the number of regularly scheduled hours in the calendar year. Actual hours worked are not considered and the employee's hourly rate does not include any additional items, such as longevity, mentor pay, training differential, etc.

Employees shall be eligible for benefits under this article after they have successfully completed their initial probation.

Employees shall be eligible for maximum reimbursement if they occupy a full-time position and are on the Judicial Branch payroll or are receiving Workers'

Compensation payments during the entire previous calendar year. Maximum reimbursement is as follows:

<b>Employee's Annual Base Salary for Prior Calendar Year</b>	<b>Maximum Reimbursement Per Employee Per Year</b>
Less than \$40,000	\$1,500
\$40,000 to less than \$60,000	\$1,000
\$60,000 or more	\$500

Employees who have been on leave without pay for all or part of the previous calendar year shall have the reimbursement prorated to exclude the period of leave without pay; or

Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall have the reimbursement prorated. Part-time employees who are regularly scheduled to work fewer than twenty (20) hours per week are not eligible for this benefit.

## **Section 2. Reimbursement Guidelines (2023)**

Applications for reimbursement will be accepted from January 1 through March 1, and will be paid out in the next available payroll cycle.

Employees must submit the following information with the completed application form:

- a copy of their receipts that include the following information: name of business/provider, address of business/provider, phone number of business/provider, tax ID number of business or signature of provider, amount of out-of-pocket costs, dates that the out-of-pocket costs were incurred, name of people for which care was provided,

Any application received after March 1 will not be considered.

## **ARTICLE 8. COMPENSATION (2023)**

In the event that any provision of this Agreement is in conflict with applicable law or is contrary to the funding authorized by the Legislature, then the applicable law or funding limitations shall govern to the extent inconsistent with the terms of this Agreement.

The parties agree that if additional Cost of Living Increase Adjustment (COLA) monies are made available during the term of the contract, they will re-open the compensation article. The parties will meet within thirty (30) days to bargain over how to apply those monies to the compensation package.

### **1. Salary Increases (2023)**

Effective at the beginning of the pay period including September 1, 2023, the salary schedules shall be adjusted by eight percent (8%), and the rate of pay shall be in accordance thereafter.

Effective at the beginning of the pay period including July 1, 2024, the salary schedules shall be adjusted by three percent (3%), and the rate of pay shall be in accordance thereafter.

## **2. Salary Schedule Progression (2023)**

Employees shall progress from step to step in salary grade (or between grades, where bifurcated) on an annual basis, in accordance with established practice.

## **3. Longevity Increases (2019)**

a. All employees whose date of hire with the Judicial Branch is on or before June 30, 2017, shall be paid longevity pay in accordance with the following schedule:

- i. Ten (10) years but less than fifteen (15) years: their appropriate range and step plus \$.35/hour.
- ii. Fifteen (15) years but less than twenty (20) years: their appropriate range and step plus \$.55/hour.
- iii. Twenty (20) years but less than twenty-five (25) years: their appropriate range and step plus \$.75/hour.
- iv. Twenty-five (25) years or more: their appropriate range and step plus \$1.00/hour.
- v. Thirty (30) years or more: their appropriate range and step plus \$1.25/hour.

b. All employees whose date of hire with the Judicial Branch is on or after July 1, 2017, shall be paid longevity pay in accordance with the following schedule:

- i. Ten (10) years but less than fifteen (15) years: their appropriate range and step plus \$0.20/hour.
- ii. Fifteen (15) years but less than twenty (20) years: their appropriate range and step plus \$0.30/hour.
- iii. Twenty (20) years but less than twenty-five (25) years: their appropriate range and step plus \$0.40/hour.
- iv. Twenty-five (25) years or more: their appropriate range and step plus \$0.50/hour.
- v. Thirty (30) years or more: their appropriate range and step plus \$0.60/hour.

c. For purposes of this clause, years of service shall be as defined by the Seniority Article contained in this Agreement.

d. Longevity pay shall be considered a part of base pay for all purposes (e.g., overtime, retirement, etc.).

Longevity pay shall take effect at the beginning of the first day of the pay period in which the anniversary of the "date of hire" falls.

#### **4. Overtime (2023)**

All employees in pay ranges 18 and below shall be entitled to compensation at one and one-half (1 1/2) times their regular rate of pay for all hours beyond eight (8) actually worked in a workday or forty (40) in a work week. Exceptions to this paragraph may be made where the parties have agreed to an alternate work schedule for an employee(s) as provided for in Article: Hours and Work Schedules.

For the purposes of this section, hours spent as holiday or administrative leave shall count as hours actually worked in the computation of overtime. Administrative leave for inclement weather, other court closures, and benefit meetings/appointments shall not count as hours worked for the computation of overtime.

Employees who are not scheduled to work remotely, and are required to work during a court closure, shall be entitled to straight compensatory leave in addition to the administrative leave paid for the court closure.

Disqualification for overtime pay shall not disqualify an employee from callout pay.

Where an employee would be eligible for overtime, the employee may request to receive compensatory time off in lieu of overtime pay at the appropriate rate for each overtime hour actually worked. Such a request must be approved by the Selecting Authority, or designee, and will not be unreasonably denied.

Compensatory time may be accumulated from week to week up to a maximum limit of one hundred twenty (120) hours and may be taken using the same procedure as vacation leave. If an employee is at the compensatory leave maximum, the employee may receive overtime pay in lieu of compensatory leave until the leave balance is reduced to 80 hours.

Upon mutual agreement, and with the approval of the Chief of Finance and Administration, or their designee, management may initiate payment for any or all of an employee's accrued compensatory time and/or vacation leave. Such payment shall be made at the employee's hourly rate of pay in effect at the time of payment.

#### **5. Mentor Differential (2023)**

Employees designated to be a mentor shall be paid an additional \$1.50/hour. For purposes of this subsection, being a "mentor" is defined as training a non-subordinate colleague on job-related functions.

#### **6. Redline Guidelines (2017)**

Should an employee's position be reclassified to a lower pay grade, the employee shall be redlined. An employee who is relined shall stay at the same hourly rate until such time that the employee's salary comes in line with the lower pay grade. A redlined employee shall not be eligible for step increase or cost of living adjustments.

### **ARTICLE 9. EXTERNAL COMPLAINTS AND INVESTIGATIONS (2021)**

This Article applies to non-criminal complaints or allegations made externally and not from normal supervisory activities. Internal investigations will be conducted in accordance with Judicial Branch Internal Investigations Guidelines.

## **Informal Phase**

1. Appropriate Directors or Administrators in concert with the Director of Human Resources shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee shall be investigated. This Article applies to non-criminal complaints or allegations made externally and not from normal supervisory activities. Prior to the Formal Investigation Phase, as outlined in Paragraphs 2 through 7 of this Article, there shall be an informal period of investigation in order to determine the nature and the severity of the complaint.

## **Formal Phase**

2. After the completion of the informal phase outlined above, the investigator shall be allowed to interview the employee. If after the interview no probable cause is found, the investigation will terminate, and the employee shall be informed in writing that a complaint was made but was unfounded.

3a. Whenever it appears that the complaint may have substance, the Director of Human Resources, or designee, shall provide notice in writing to the employee under investigation and the employee's representative, and provide the nature of the allegations, misconduct alleged, dates and times if known, and the Judicial Branch Code of Conduct, Directive, Policy, or work rule that may have been violated.

3b. When an investigator believes that probable cause has been established and the employee under investigation is to be interviewed concerning the alleged misconduct or violation of the Judicial Branch's operating procedures that could result in disciplinary action or dismissal from the Judicial Branch, the employee and the representative shall be given four (4) working days' notice before being interviewed or, if the employee is on paid administrative leave, at least three (3) working days' notice before being interviewed, unless an emergency exists. In the event of an

emergency, such reasonable notice shall be given as circumstances permit. The notice shall state the subject matter of the interview. The employee shall also be afforded, if requested prior to any such interview, an employee representative who may confer privately with the employee.

3c. This provision shall not affect the right of the Judicial Branch to immediately suspend or dismiss an employee pursuant to the provisions of the Discipline article in this Agreement.

4. If an employee is to be interviewed as a witness only, the employee will be advised as such when the meeting is scheduled. The employee shall also be afforded, if requested prior to any such interview, an employee representative who may confer privately with the employee.

5. Any interview of an employee shall be conducted at a reasonable time and, when practical, when the employee is on duty. The interview shall take place at a suitable location and when practicable, on the court or Judicial Branch premises. Confidentiality of the interview shall be maintained. The interview shall be limited to questions that are specifically related to the alleged violations. If any other issue that calls for investigation is uncovered, the Judicial Branch shall treat that issue as a new complaint under this Article and it too will be handled pursuant to this procedure. The employee shall not be subject to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment.

6. 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.

7. Management will notify the employee and MSEA upon the completion of any investigation. The employee and MSEA shall be informed in writing promptly, but no later than ten (10) working days, of any determinations made, except when the matter has been terminated under Paragraph 2.

8. If the result of the investigation is that the allegations or complaints are unsubstantiated, all records pertaining to them shall be removed from the personnel file and the employee and the representative shall be notified in writing.

## **ARTICLE 10. CONTRACT ADMINISTRATION (2009)**

The parties acknowledge that problems of general administration (as opposed to individual employee grievances and class action grievances as defined in Paragraph 3.5 of Article: Grievance Procedure) may arise during the administration of this Agreement which may require the Judicial Branch and MSEA to meet from time to time for the purpose of reviewing the general administration of the Agreement. The parties agree to meet at 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 11. CONTRACT IMPLEMENTATION**

The Judicial Branch agrees that all necessary steps will be taken to ensure that all the terms of this Agreement, including those that necessitate retroactivity, shall be fully implemented no

later than thirty (30) calendar days following the effective date of Legislative approval of this Agreement. As stated in §1282, Paragraph 6 of Public Employer of the Judicial Employees Labor Relation Act and within the thirty (30) calendars day period specified above:

"All state departments and agencies shall provide such assistance, services and information as required by the Judicial Branch and shall take such administrative or other action as may be necessary to implement and administer the provision of any binding agreement between the Judicial Branch and employee organizations entered into under law."

## **ARTICLE 12. COPIES OF THE AGREEMENT (2009)**

The parties shall jointly arrange for the printing of copies of this Agreement. Each party shall bear the cost for the number of copies it requires for distribution. The Judicial Branch shall supply each worksite with at least one copy of each collective bargaining agreement covering the classifications of employees assigned to that worksite.

## **ARTICLE 13. DEFERRED COMPENSATION**

The Judicial Branch agrees to submit deductions of the employees who participate in the state sponsored deferred compensation program by payroll deduction as soon as practicable but no later than ten (10) workdays after such deductions are made.

## **ARTICLE 14. DEFINITIONS (2021)**

The following definitions shall apply to all contract text and meanings unless expressly stated in the Article:

"Six (6) Months" - As used in this Agreement, the term "six (6) months" shall be construed to mean a count of six (6) months from the starting point.

"Year" - As used in this Agreement, the term "year" shall mean the period, successively, from July 1, through the following June 30. Any reference to calendar year shall be expressly stated in the text.

"Step, Range and Grade" - As used in this Agreement, the term "Step, Range, or Grade" shall be construed to mean the progression, upward or downward, to a pay status or position lower or higher than the current pay status of the incumbent employee and shall not be expressed in terms of a percentage minimum or maximum.

"Notice to MSEA" – As used in this agreement, "Notice to MSEA" means an electronic copy shall be provided to all MSEA chief stewards, the MSEA Field Representative, and to [representation@mseaseiu.org](mailto:representation@mseaseiu.org).

"Notice to Judicial Branch" – As used in this agreement, "Notice to the Judicial Branch" means an electronic copy shall be provided to the Director of Human Resources, and to [hr.help@courts.maine.gov](mailto:hr.help@courts.maine.gov).

**ARTICLE 15. DEPENDENT CHILDREN POST SECONDARY EDUCATION BENEFIT**

In the event an employee is killed during the performance of the employee's job duties at her/his worksite or in official travel, the Judicial Branch 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 State Vocational/Technical Institute System, or the Maine Maritime Academy. Each dependent child shall be eligible for this benefit for five (5) years from the child's first admission date to either system or until the requirement for a degree has been met, whichever comes first. (Note: "killed" is defined as accidental death, as opposed to dying of natural causes.)

**ARTICLE 16. DISCIPLINE (2019)**

No employee shall be disciplined by the Judicial Branch except for just cause.

Disciplinary action shall be limited to the following:

- Oral warning;
- Written reprimand;
- Suspension;
- Demotion;
- Dismissal.

The principles of the progressive discipline shall be followed. However, the above stated disciplinary steps may not be appropriate for all offenses or infractions and need not be applied in sequence depending upon the severity of the offense or infraction involved.

No employee covered by this Agreement shall be suspended without pay or dismissed without first having been given notice in writing of the disciplinary action to be taken, except as otherwise specifically provided hereinafter. Notice in writing means notice to the employee, Chief Steward(s), and MSEA Field Services. 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 a notice of suspension or dismissal will be afforded an opportunity to meet with the Selecting Authority or Hiring Authority or the employer's representative prior to the action proposed. A union representative/steward may be present. An employee may be suspended, demoted or dismissed prior to the notice of discipline in instances of gross misconduct, or instances where the selecting authority or designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would severely interfere with the Judicial Branch operations or security.

Any employee suspended without pay or dismissed may initiate appeal of such disciplinary action at step 2 of the Grievance Procedure within fifteen (15) workdays after the employee receives the written notification of the disciplinary action from the appropriate authority.

An employee's right to privacy concerning disciplinary matters shall be protected to the extent possible by the parties. This shall not be construed to prohibit Judicial Branch staff members with a legitimate business reason to know to be granted access to such records.

## **ARTICLE 17. EDUCATION, TRAINING and CAREER MOBILITY (2023)**

### **Section 1. Statewide Labor/Management Committee**

The Statewide Labor/Management Committee, described elsewhere in this Agreement, is composed of two (2) members from each bargaining unit selected by the MSEA and six (6) members selected by the State Court Administrator.

With specific regard to this Article, the Committee's function shall be twofold:

- a. The Committee shall develop, revise, and monitor guidelines for Education and Training reimbursement eligibility, including the guidelines for disbursement of unused funds from any MSEA bargaining unit.
- b. The labor members of the Committee shall serve as an appeals board to provide final resolution to any disagreement that an employee may have with a decision made by the Training Officer regarding eligibility of the employee or the desired training or education program.

### **Section 2. Tuition Reimbursement**

Employees shall be reimbursed upon presentation of necessary receipts to the AOC for tuition, course-related fees and other course related expenses for courses of study, seminars, conferences or other training program opportunities designed to enhance their jobs, enhance their careers within the Judicial Branch or provide career mobility to other bargaining unit jobs within the Judicial Branch.

### **Section 3. Education, Training and Career Mobility Fund (2021)**

The Judicial Branch shall provide a Fund identified as the Education, Training and Career Mobility Fund for the three Judicial Branch bargaining units, as follows:

**Administrative Services:**

\$15,000 available at the beginning of each fiscal year.

**Supervisory Services:**

\$5,000 available at the beginning of each fiscal year.

**Professional Services:**

\$8,000 available at the beginning of each fiscal year.

The Fund shall be utilized exclusively for the purposes set forth in this Article. Upon request by the Statewide Labor Management Committee, the Judicial Branch shall prepare an expenditure summary identifying the amount spent by employee name and the purpose of each expenditure.



#### **4. Supervisory Training (2021)**

All supervisory personnel (not restricted to Supervisory bargaining unit) shall be provided training to become proficient in the following subject areas for which they are responsible or accountable:

- a. Performance Evaluation
- b. Safety and Health Procedures
- c. Hiring Procedures
- d. Prevention of Discrimination and Sexual Harassment
- e. Grievance Handling and Contract Administration
- f. Personnel Administration
- g. Worker's Compensation
- h. Employee Assistance Programs
- i. Supervisory Skills
- j. Discipline in a Union Environment \*

Training in the above subject areas is mandatory for newly hired supervisory employees. Thereafter, said training shall be offered to incumbent supervisors and other employees upon request on an annual basis.

\*All Judicial Branch supervisors (not restricted to Supervisory Bargaining Unit) shall be required to attend a live Discipline in a Union Environment class at least once every three (3) calendar years. MSEA will be given thirty (30) minutes at the end of every Discipline in a Union Environment class for a steward, assigned by MSEA, to discuss union issues with the class.

#### **5. Technology Assistance (2021)**

Employees approved for degree or certificate programs through the Human Resources Training Department, shall be eligible for a one-time reimbursement for computer hardware and/or software. Such one-time reimbursement shall not exceed \$300.

#### **ARTICLE 18. EMPLOYEE DATA (2015)**

The Judicial Branch shall furnish to MSEA, upon request, but not more than quarterly, and at Association expense, a computer listing of current information, specified hereinafter, for each employee in positions covered by this Agreement. The computer listing shall contain, to the extent practicable, the name, address, Social Security number (or other unique identifier), position title, step and grade level, worksite, date of hire, home phone number and work phone number for each unit employee. Additionally, the Judicial Branch shall furnish to MSEA and c.c. to the Field Representative the above information for all new employees within two (2) weeks of their date of hire. MSEA will be notified within two (2) weeks following the separation of an employee of the name and Social Security number (or other unique identifier). MSEA shall indemnify, defend and hold the Judicial Branch harmless against all claims and suits that may arise as a result of the Judicial Branch's furnishing such listing to the Association.

The parties recognize that the Executive Branch Controller's Office furnishes MSEA with employee data for the Judicial Branch. The parties agree that, should the Executive Branch Controller's Office begin sending MSEA a unique numerical identifier as an alternative to an employee's Social Security number, the same unique numerical identifier will be used for the Judicial Branch instead of employee's Social Security numbers.

## **ARTICLE 19. EXPENSE REIMBURSEMENT (2023)**

### **1. Mileage Allowance (2023)**

Effective July 1, 2023, employees shall be paid forty-six cents (\$.46) per mile. Mileage reimbursement shall be at these rates, or the Federal mileage reimbursement rates, whichever is lower. Employees utilizing their personal vehicles on official Judicial Branch business are responsible for insuring the vehicle for business usage.

Employees traveling to and from interviews for Judicial Branch positions shall be reimbursed for mileage as provided above.

Should the Executive Branch bargaining agreement representing the most state employees negotiate a higher rate, Judicial Branch bargaining until employees will receive the amount in that agreement, or the Federal mileage reimbursement rates, whichever is lower.

### **2. Lodging and Meal Expense**

Lodging and meal expenses shall be reimbursed in accordance with the Judicial Branch Travel Policy.

### **3. Telephone Expense (2003)**

An employee away from the employee's residence or official headquarters on official Judicial Branch business over a twenty-four (24) hour basis shall have the right to fifteen (15) minutes of personal phone time per day while on travel status to anywhere in Maine provided that the employee pays for the call and seeks reimbursement on an expense voucher.

### **4. Uniform and Safety Equipment (2011)**

The Judicial Branch shall bear the cost of all uniform and safety equipment that are either required by the employer or are in accordance with applicable federal safety and health standards.

## **ARTICLE 20. GRIEVANCE PROCEDURE (2023)**

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

**1.1** Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article. These procedures notwithstanding, an employee or the employee's representative shall not be required to file the same written grievance twice with the same official.

**1.2** For the purpose of this Agreement, a grievance is a dispute concerning the interpretation, application, or meaning 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. The time limits specified in the following steps are intended to be construed as maximum outside time limits and the parties agree that grievances shall be processed as expeditiously as possible.

## **Section 2. Informal Resolution**

Attempts to resolve disputes informally without having to resort to the grievance procedure outlined in Section 3 are encouraged.

## **Section 3. Procedure (2023)**

3.1 Step 1. Within fifteen (15) workdays after the act, occurrence or omission that gives rise to the grievance or an employee becomes aware or should have reasonably become aware that he or she has a grievance, the employee and/or the employee's representative shall email the grievance on the MSEA approved grievance form to the Selecting Authority. Any grievance which is submitted must expressly specify identification of the article, section, clause, and the alleged violations of the contract or written regulation so cited, and the remedial action requested.

The Selecting Authority shall provide the employee and the representative with the decision in writing, within ten (10) workdays of submission or Step 1 hearing date, if one is held.

**3.2** Step 2. Within ten (10) workdays after the receipt of the Step 1 decision, or if no Step 1 decision is received prior to the expiration of the Step 1 decision time limit, the grievance may be emailed to the Director of Human Resources.

Within ten (10) workdays of submission at Step 2, the Director of Human Resources, or designee, shall schedule a mutually agreeable time for a Step 2 hearing. The Director of Human Resources, or designee, will provide the employee and the representative with a written Step 2 decision within fifteen (15) workdays of the Step 2 hearing.

Should no date and time for a Step 2 hearing be mutually agreed upon within ten (10) workdays, the grievance may be submitted to Step 3, and the Step 2 decision may be issued without a Step 2 hearing occurring.

**3.3** Step 3. If the grievance has not been satisfactorily resolved at Step 2, then MSEA may submit the grievance to arbitration by notifying the permanent arbitrator and simultaneously providing a copy of said notice to the Human Resources Director as well as a statement of the

grievance specifying the article, section, or clause of the contract alleged to have been violated, along with a concise statement of facts surrounding the issue and the remedial action requested. Submission to arbitration shall occur within twenty (20) working days of the date that MSEA receives the Step 2 decision.

Upon receipt by the Human Resources Director of a demand for arbitration, the parties shall have twenty-eight (28) calendar days to either mutually select an arbitrator or move the matter to Grievance Mediation under 3.3a below. If the parties are unable to agree upon an arbitrator or to agree to move the matter to Grievance Mediation under 3.3a, MSEA shall submit the demand for arbitration to the Labor Relations Connection within the aforementioned twenty-eight (28) days.

**3.3a. Grievance Mediation:** Either party may propose to attempt a mediated settlement of the dispute prior to arbitration. Should the parties agree, they have thirty (30) days to agree upon a mediator. If the parties are unable to agree upon a mediator, they shall utilize the Labor Relations Connection's administrative appointment process. In the event that the permanent mediator is unable to serve, the parties may agree on an alternate mediator. In the event the parties are unable to agree on an alternate mediator, the permanent mediator shall select one and so notify the parties.

The mediator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The fees and expenses of the mediator and any costs for facilities shall be borne equally by the parties. All other costs shall be borne by the party incurring them.

Should the grievance(s) be resolved through this process, it shall be final and binding. Should either party determine, during the mediation process of a particular grievance(s), that it has determined that the process will not produce a resolution, it shall so notify the other party and the mediator in writing. MSEA shall have fourteen (14) calendar days from the date of such notice to file the demand for arbitration with the Labor Relations Connection. In this event, no offers or proposals of settlement which may have been made in a good faith attempt to resolve the grievance(s) during mediation, shall be introduced or in any way referenced during the arbitration proceedings.

#### **Section 4. Labor Relations Connection (2023)**

Following the filing of the demand with the Labor Relations Connection ("LRC"), the arbitrator shall be selected through the LRC in accordance with the LRC rules then in effect.

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 the 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 arbitral. Once a determination is made that such a dispute is arbitral, the arbitrator shall then proceed to determine the merits of the dispute.

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 the collective bargaining 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 that each party shall bear the costs of preparing and presenting its own case.

#### **Section 5. Other Procedural Items (2023)**

**5.1** MSEA shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.

**5.2** Prior to the expiration of any time limits, either party may extend any time limits by five (5) workdays upon written notice to the appropriate person in the step at which time limits are to be extended. All of the time limits contained in this Article may be further 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.

**5.3** In no event can a grievance be taken to the next step or any succeeding step of this procedure unless the employee and/or the representative meets the time limits or extensions thereof. Failure of the Judicial Branch 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 may proceed to the next step.

**5.4** Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the Judicial Branch Human Resources Director or designee and MSEA.

**5.5** Any grievance involving two (2) or more employees within the bargaining unit within the same court location may be processed jointly and shall be initiated with the most common supervisor of the employees involved.

**5.6** An aggrieved employee and 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 Judicial Branch. The Judicial Branch shall attempt to provide any specific information requested by MSEA, which can be readily obtained, within ten (10) workdays of the date of the request, and in no event later than five (5) workdays prior to the Step 2 hearing.

**5.7** An aggrieved employee, the employee's steward and any employee's witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' 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 not be construed to include preparation of paperwork, recordkeeping, conferences among Association officials or preparation for representation at a grievance hearing.

## **ARTICLE 21. HEALTH AND SAFETY (2009)**

The Judicial Branch agrees to provide safe and healthy work environments and conditions for its employees and shall comply with all applicable state, federal, and local laws in this respect.

No employee shall be required to operate any vehicle or equipment that he or she reasonably believes may cause injury or harm. Likewise, no employee shall be required to work or remain in an environment that the employee reasonably believes may cause injury or harm by virtue of its physical construction, air quality or any other potentially risky condition regardless of duration.

The Judicial Branch shall establish an employee Health & Safety program. The Statewide

Labor Management Committee will provide training recommendations to the appropriate administrator. Recommendations may include but not be limited to topics of general safety, emergency procedures and infection control. Attendance at such training shall be considered time worked and shall be scheduled in a manner that maximizes attendance and minimizes operational disruption.

**ARTICLE 22. STATE EMPLOYEE HEALTH COMMISSION (2009)**

There is established by law (Title 5, Chapter 13, Subchapter II, Section 285-A) the State Employee Health Commission. 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.

**ARTICLE 23. HOURS AND WORK SCHEDULES (2019)**

**Section 1. Regular Work Week (2017)**

The regular or standard workweek is defined as the number of hours of work performed in a seven (7) day period beginning Sunday (12:01am) and ending Saturday (midnight). The regularly scheduled workweek shall consist of forty (40) hours with fixed starting and ending times (currently Monday and Friday, respectively).

## **Section 2. Scheduling of Hours (2017)**

Work schedules currently in effect shall not be modified without first providing MSEA with at least thirty (30) days' notice prior to the effective date of the change and, if requested to do so by the MSEA, negotiating the impact of the change, if any, on the affected employee(s), during said thirty (30) day period. While the Judicial Branch may implement said modified work schedule(s) on or following the thirtieth (30th) day, the duty to negotiate shall continue.

Should the parties be unable to resolve any disputes that may remain, after thirty (30) days has elapsed since the beginning of said negotiations, the disputes may be submitted to the appropriate step in the Grievance Procedure. Alternatively, either party may submit them to a labor/management committee, constituted on an ad hoc basis, of five (5) members representing each party, for that purpose and for that instance. This committee shall function in the same manner and utilize the same procedures as described in the terms and procedures of the Maintenance of Benefits Article for final and binding resolution.

The preceding paragraphs shall not apply to temporary changes in work schedules of up to thirty (30) days to accommodate the operational needs of the Judicial Branch.

## **Section 3. Alternate Work Schedules (2019)**

Requests for a schedule other than the one an employee was hired to work (alternate work schedule) may be submitted by an employee to the supervisor, or proposed by a supervisor to an employee, and implemented, if mutually agreeable, on a case-by-case basis. Any alternate work schedule agreed to between the employee and the supervisor shall:

- a) have details put in writing and signed by the employee, supervisor, Selecting Authority, and a representative from the Human Resources department, with a finalized copy sent to the employee; and
- b) be implemented for a trial period of sixty (60) calendar days; and
- c) Subsequent to the trial period, the alternate work schedule may be modified from time to time or discontinued should operational considerations so require. Each established alternate work schedule must be re-evaluated and extended in writing annually, as outlined in sections 3a and 3b above.

Any alternate work schedules involving a flexible work arrangement must ensure that any flexed hours are flexed within a workweek. Flexing of hours from one week to another is not allowed, even if such time would be within a pay period.

Any dispute arising out of the interpretation of this section shall be submitted to Step 2 of the Grievance Procedure.

## **Section 4. Travel Time**

Travel time for official business shall be considered as time worked from the work site to destination, or home to destination, whichever is less; in a manner consistent with travel reimbursement.

### **Section 5. Call-Out (2019)**

Due to the 24-hour responsibility for customer response and emergency facility coverage assumed by Clerks of Court/Deputy Clerks and/or others who may be so designated by the Clerk/Deputy Clerk, it is recognized that they may occasionally be visited or contacted at their home or called back to the workplace outside of an employee's regularly scheduled shift or during closures. It is agreed, therefore, that:

- a. Time spent responding to telephone calls at the home of the Clerk/Deputy Clerk or Clerk pro tempore outside of an employee's regularly scheduled shift, to conduct official business of the Judicial Branch, shall be considered time worked for purposes of this section. This does not apply to time spent dealing with inclement weather situations.
- b. When an employee has not planned work time outside of their regularly scheduled shift and is subsequently called back to work or the worksite outside of the employee's regularly scheduled shift, the employee will be paid for a minimum of two (2) hours of premium pay for each such period of call-out. This does not apply to those hours annexed to the beginning or end of an employee's scheduled shift.
- c. If an employee is called out and is subsequently called out again within the original two (2) hour period, additional premium pay shall only be paid for time actually worked in reporting to the worksite, and the employee will not be eligible for an additional two (2) hours of premium pay.
- d. When visited at their home by a citizen or member of the criminal justice community to conduct official business of the court outside of an employee's regularly scheduled shift, the Clerk/Deputy Clerk or Clerk pro tempore will be paid for the actual time of the visit at the employee's premium rate of pay or shall receive a minimum of one (1) hour of premium pay, whichever is greater.
- e. Should a courthouse be closed during an employee's regularly scheduled shift, and the employee is subsequently called back to the worksite, the employee shall be entitled to at least two (2) hours premium pay.

Disqualification for overtime pay shall not disqualify an employee from being eligible for callout pay.

### **Section 6. Work Locations & Assignments (2019)**

Employees assigned to a worksite that is not their official worksite will be treated in the same manner as any employee regularly assigned to that location with regard to court closures,



provided that the employee has begun their assigned shift before the closure is announced or occurs.

## **ARTICLE 24. INSURANCE (2017)**

### **Section 1. Health Insurance**

The Judicial Branch shall provide health plan coverage for its employees, pursuant to 5 M.R.S.A. §285. The Judicial Branch shall pay for the full cost of employee coverage and sixty percent (60%) of the cost of dependent premiums for each eligible employee who selects dependent coverage. The premium costs for part-time employees shall be prorated in accordance with the employees' authorized position hours.

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

### **Section 2. Dental Insurance**

The Judicial Branch agrees to pay one hundred percent (100%) of the premium cost for the individual dental coverage for its employees. The additional costs for "dependent" coverage, if so elected, shall be borne by the employee. The premium costs for part-time employees shall be prorated in accordance with the employees' authorized position hours.

### **Section 3. Eye Care Reimbursement (2017)**

#### **Employees assigned to Video Display Terminals (VDTs)**

Upon being assigned to a VDT for more than twenty (20) hours per week, employees will be reimbursed for the cost of a baseline examination by the Judicial Branch or the employee's insurance. If the baseline examination shows that the employee requires new, modified, or corrected lenses, the employee must pay for them. Vision irregularities must be correctable in order for the employee to be assigned to perform VDT duties. For the purpose of this Article, an "examination" includes a routine, annual eye exam, not an exam for a specific purpose such as a contact lens exam.

No less than 12-months after this baseline exam, and no more than once during any 12-month period, the employee will be eligible to be reimbursed for a routine, annual eye examination subject to the reimbursement guidelines described in the Reimbursement Guidelines section below. In addition, the Judicial Branch will pay for the employee's corrective lenses if the eye examination results in a change in prescription from the previous examination, subject to reimbursement guidelines described in the Reimbursement Guidelines section below. The Judicial Branch will not pay for eyeglass frames or other related items.

- a. All other employees (those not assigned to VDTs as their primary duty)

- b. All other employees will be reimbursed for no more than one eye examination during any 12-month period but will not be reimbursed for corrective lenses.

#### **Reimbursement Guidelines (2017)**

To qualify for reimbursement, all eye examinations must be conducted by a Maine Board Certified Optometrist or a Maine Board Licensed Physician. Employees must seek reimbursement for their eye examinations through their health insurance plan.

The copay for an eye examination shall be reimbursed. Reimbursement for corrective lenses (for employees operating VDT equipment) shall not exceed one hundred and seventy-five dollars (\$175.00). All employees not covered under the State Health Insurance Plan shall be reimbursed for an eye examination, not to exceed seventy-five dollars (\$75.00).

To be reimbursed, employees must submit the following items to the Department of Human Resources within ninety (90) calendar days of the date of the vision examination: (1) a detailed invoice including the cost of the eye examination, the copay, the cost of corrective lenses, if any, verification by the provider of the prescription change and (2) a receipt showing payment in full.

#### **4. Smoking Cessation Reimbursement (2017)**

Employees shall be reimbursed upon proof of participation for the costs of smoking cessation programs, including the cost of related prescriptions, if required, up to a limit of two hundred dollars (\$200) per employee. If an employee resumes smoking after receiving the benefit of this Article, such benefit shall not subsequently apply.

Employees must seek reimbursement for the smoking cessation program through their health insurance plan. To be reimbursed, employees must submit the following items to the Department of Human Resources within ninety (90) days of the date the bill is received: (1) a detailed invoice including the cost of the smoking cessation program, the copay, the cost of; and (2) a receipt showing payment in full.

#### **ARTICLE 25. LEAVE, BEREAVEMENT (2021)**

Bereavement leave shall be allowed for the equivalent of up to four (4) workdays of bereavement leave with full pay for absences resulting from the death of:

- 1) Spouse or domestic partner
- 2) Child, step-child, child-in-law, child of a domestic partner
- 3) Brother, step-brother, brother-in-law, or brother of a domestic partner
- 4) Sister, step-sister, sister-in-law, or sister of a domestic partner
- 5) Parent, step-parent, parent-in-law, or parent of a domestic partner
- 6) Guardian
- 7) Ward
- 8) Grandparent
- 9) Grandchild, step-grandchild, or grandchild of a domestic partner

10) Other relative who resides in the same household as the employee.

Bereavement leave of one work day shall be allowed for absences resulting from the death of a great-grandparent. An employee's supervisor may request verification of the need for bereavement leave.

Employees may use bereavement leave in hourly increments following the death of a qualifying individual. Bereavement leave for employees in part-time status shall be prorated based on authorized hours.

Once an employee has used their bereavement entitlement, an employee may request the use of the equivalent of up to six (6) additional workdays of accrued personal, compensatory, or vacation leave related to the death of a qualifying individual as defined in this article. Any additional leave requested shall not be unreasonably denied.

## **ARTICLE 26. LEAVE, COURT SERVICE**

### ***Appearance as a Witness:***

This section applies to an employee summoned to appear in the employee's official or non-official capacity in a government case or in official capacity in a private legal action. An employee shall be granted paid court service leave for the hours so spent and shall return to work as soon as practicable after being released.

For appearances in state or county courts, an employee shall be reimbursed for expenses by the Judicial Branch pursuant to Article: Expense Reimbursement and shall not be entitled to receive any fee for service or additional reimbursement.

For appearances in federal court, an employee shall be entitled to receive either (a) the appropriate witness fee and witness mileage, or (b) expense reimbursement by the Judicial Branch pursuant to Article: Expense Reimbursement.

The provisions of this Article shall not apply to an employee summoned to appear before a court or body as a party to any private legal action which is not job related. In such instances, the employee may use accrued leave time, and may retain any fees paid for service or expenses.

### ***Jury Duty:***

An employee required to perform jury duty shall be granted paid court service leave for the hours so spent and shall be entitled to receive fees and expense reimbursement from the State or Federal court system as appropriate.

An employee serving on jury duty shall return to work as soon as practicable, unless otherwise instructed by the presiding justice.

**ARTICLE 27. LEAVE, HOLIDAY (2021)**

**Section 1. Recognized Holidays (2021)**

The following holidays shall be recognized and observed and paid as holidays:

New Year's Day	Indigenous Peoples' Day
Martin L. King's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Labor Day
Independence Day	

Any additional days declared by the Chief Justice of the Supreme Judicial Court or designee.

Any holiday falling on a Saturday shall be observed on the preceding Friday. Any holiday falling on a Sunday shall be observed on the succeeding Monday.

**Section 2. Eligibility Criteria for Paid Holiday Leave (2021)**

An employee must be in pay status on the normal workday immediately preceding and the normal workday immediately following the day and date on which the holiday is observed. Otherwise, the employee is not eligible for paid holiday leave and the day will be unpaid.

Holiday pay for employees in part-time status shall be prorated based on authorized hours. The employees will be offered additional hours within the same pay period, not to exceed 40 hours per week, to make up for any income that may be lost due to the prorated holiday falling on a normal workday. However, the employee shall not be required to work the additional time.

Part-time employees authorized to work fewer than twenty (20) hours per week shall not be eligible for holiday pay. Part-time employees authorized to work fewer than twenty (20) hours per week, who are hired into such position on or before June 30, 2017, will continue to receive holiday pay on a pro-rated basis.

**Section 3. Work Performed on a Holiday**

Should an employee actually work on a holiday as a result of operational needs, the employee shall be entitled to "Holiday Worked" pay equivalent to one and one-half (1 ½) times the regular hourly rate of pay for actual time worked on that day. Such time will be paid in addition to the eight (8) hours of straight Holiday pay.

**ARTICLE 28. LEAVE, FAMILY/MEDICAL (2021)**

Maternity leave will be granted as sick leave, and is to be used for the period prior to childbirth and/or immediately after childbirth, set by the employee's physician, during which the

employee cannot work due to her actual physical condition. Once an employee's sick leave is exhausted, use of vacation leave, compensatory time, or personal leave shall be granted.

Child rearing leave, which shall be for a sixteen (16) calendar week period (inclusive of paid and unpaid leave, and inclusive of maternity leave after childbirth, and excluding holidays), or adoption leave for the period directly following childbirth or adoption will be granted to either parent as sick leave. Once an employee's sick leave is exhausted, use of compensatory time, personal leave, or vacation leave shall be granted. An extension may be granted, after exhaustion of accrued leave, on a leave without pay basis.

Leave without pay shall be granted following the procedures in the Leave, Without Pay article.

(See also Leave, Without Pay)

Any leave taken in accordance with this article will run concurrently with any applicable leave taken under the Family Medical Leave Act (FMLA). Employees shall first use their accrued sick leave for their own illness or injury before utilizing other types of accrued leave. If the leave is taken to care for a family member, as defined under the FMLA, the employee may elect to use any type of accrued leave.

For each Family and Medical Leave (FML) incident, an employee may reserve up to five (5) sick leave days and up to five (5) days of earned time prior to going on unpaid FML. Earned time is identified as vacation, compensatory, or personal leave.

The five (5) reserved sick days shall not be used to extend such leave and shall not be available for the FMLA incident until the employee has returned to work for five (5) days after the completion of FML, unless an employee has not been medically cleared to return to work. Employees must exhaust the five (5) sick leave days and five (5) days of earned time before accessing the Catastrophic Illness Leave Donation Program or Leave Without Pay.

#### **ARTICLE 29. LEAVE, MILITARY (2013)**

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, and other staff covered by USERRA shall be entitled to a leave of absence from their respective duties without loss of pay not to exceed seventeen (17) workdays in any calendar year. In addition, employees shall accrue sick and annual leave and seniority during periods of associated training and service not to exceed seventeen (17) workdays in any calendar year.

#### **ARTICLE 30. LEAVE, MSEA ORGANIZATIONAL (2011)**

The Judicial Branch shall provide Employee Organizational Leave without loss of pay or benefits for duly elected members and officers of the MSEA Board of Directors to attend a maximum of one (1) day meeting per month of the Board of Directors. Additionally, the Judicial Branch shall provide one (1) day per year Employee Organizational Leave with pay for MSEA delegates to attend the Annual Convention, and up to one (1) day for delegate travel, if required to attend either the AFL-CIO Convention or the SEIU National Convention.

The Judicial Branch shall allow negotiation leave with pay to bargaining team members (whose members shall not exceed four (4) per unit) and will allow time with pay for witnesses and other participants as are necessary. No additional compensation will be paid or considered as time "actually worked" for overtime purposes for time spent under this section before or at the end of the scheduled work shift by employees in such status. However, all work time spent on negotiations leave shall be considered as hours worked for purposes of the computation of overtime.

Where the work location of the steward may require travel time during working hours, paid release time to travel may be allowed provided permission is secured from the appropriate authority and no court is required to close during such travel time. No time spent prior to the work shift or beyond the end of the work shift, under this section, shall be deemed to be compensable time, except for the actual paid day off.

With respect to other MSEA business, a total of five (5) paid days and fifteen (15) days of unpaid leave will be made available to members of the unit, upon request, and the granting of permission by the employee's supervisor, subject to submission of leave report to the AOC. Any disagreements regarding this Article shall be taken up at Step 3 of the Grievance Procedure.

A process of jointly recording such leave taken shall be developed by the Statewide Labor Management Committee, pursuant to Article: Statewide Labor Management Committee of this Agreement.

## **ARTICLE 31. LEAVE, PAID PARENTAL (2023)**

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 (20) workdays, taken continuously, beginning no later than eight (8) weeks directly following the birth or adoption of the child or children. Employees are encouraged to consult with their Human Resources Office to determine whether they are eligible for benefits under the Federal Family and Medical Leave Act or the Maine Medical Leave Act.

Leave without pay shall be granted following the procedures in the Leave, Without Pay article.

(See also Leave, Without Pay)

Any leave taken in accordance with this article will run concurrently with any applicable leave taken under the Family Medical Leave Act (FMLA).

## **ARTICLE 32. LEAVE, PERSONAL (2021)**

### **Section 1. Accrual of Time (2021)**

Employees shall be entitled to personal days off each contract year without loss of pay or

benefits, in accordance with the following schedule:

<b>Employee Status</b>	<b>40-Hour Workweek Employees Hours Per Year</b>
Full-time	24 hours per year
At least half (1/2) time, but less than full-time	16 hours per year

Part-time employees authorized to work less than twenty (20) hours per week, who were hired into such position on or before June 30, 2017, shall continue to receive eight (8) personal leave hours per fiscal year.

Personal leave shall be loaded into the time and attendance system, effective the first full pay period after July 1 of each year.

It is recognized that employees are hired throughout the contract year and these employees shall be entitled to personal leave, in accordance with the following schedule:

<b>Month of Hire</b>	<b>Annual Leave Entitlement</b>
1st, 2nd, 3rd, 4 <sup>th</sup>	3/3 of annual allotment
5th, 6th, 7th, 8 <sup>th</sup>	2/3 of annual allotment
9th, 10th, 11 <sup>th</sup>	1/3 of annual allotment
12 <sup>th</sup>	none

Employees may elect to carry over two (2) personal days at the end of each fiscal year.

## **Section 2. Use of Time (2019)**

The scheduling of personal leave days shall be by mutual agreement between the employee and the employee's supervisor.

Personal leave time must be requested, and approved, in advance of leave actually taken.

## **Section 3. Additional Personal Days (2021)**

On July 1, 2021, all full-time employees hired on or before March 1, 2020, shall receive eight (8) additional personal leave hours.

On July 1, 2022, all full-time employees hired on or before July 1, 2021, shall receive eight (8) additional personal leave hours.

Part-time employees shall receive Personal Leave on a prorated basis proportional to their scheduled work hours.

These personal days shall not carry over beyond the fiscal year in which they were earned.

## **ARTICLE 33. LEAVE, SICK (2019)**

### **Section 1. Accrual of Time (2019)**

Employees assigned to a 40-hour workweek shall accrue sick leave at a rate of 3.7 hours bi-weekly. Employees who are assigned to a 40-hour workweek may accrue up to a maximum of 1080 hours of sick leave. Employees who have more than 1080 hours on July 1, 2019, shall maintain their sick leave accruals over 1080 hours, but shall not accrue any additional sick leave until their balance drops below 1080 hours.

Permanent part-time employees shall accrue sick leave proportionately to weekly authorized hours and may accrue a pro-rated maximum hours of sick leave.

Employees hired on or after July 1, 2019, shall be frontloaded forty-eight (48) hours of sick leave upon hire in lieu of accruing 3.7 hours per pay period. Such time shall be prorated for part-time employees. Employees shall not accrue any additional sick leave until they have completed six (6) months of employment, at which time Sick leave will accrue on the last day of each bi-weekly period worked. Entering and terminating employees will accrue sick leave proportionally to the total hours worked during the bi-weekly period. If an employee separates prior to completing six (6) months of employment, any frontloaded sick leave taken in excess of what the employee would have earned had they been accruing leave will be deducted from the employee's final paycheck.

Employees shall not accrue sick leave while on an unpaid leave of absence. Should an employee work less than his/her scheduled hours in a pay period, he/she will accrue sick leave proportionately to the total hours worked during the bi-weekly period.

### **Section 2. Use of Time (2017)**

Sick leave may be used only when personal illness or physical incapacity renders an employee unable to perform the duties of the employee's position.

Accrued sick leave may be used for health care provider and dental appointments. The scheduling of such time will be with the approval of the supervisor. Approval or denial shall be based upon operational considerations only.

Sick leave can be used in the event of illness in an employee's immediate family that requires the attention or presence of the employee. "Immediate family" is defined for the purpose of this policy to be spouse, domestic partner, domestic partner's parents, domestic partner's children, child, stepchildren, parents, guardian, spouse's parents, brothers, sisters, wards, grandparents, grandchildren, stepparents, stepbrothers and stepsisters. In addition, sick leave may be used for relatives with whom the employee resides.

Sick leave may be used for maternity, child rearing and adoption purposes. (See Article: Leave, Maternity, Child Rearing and Adoption.)

Should an employee have no sick leave available, he/she may only use vacation, personal, or compensatory leave (for the purpose of being paid) upon approval of his/her Selecting Authority, or designee. Should an employee exhaust all available sick leave two (2) times within a six (6) month period, he/she may be disciplined for abusing sick leave. (See also Article: Leave Without Pay)



**Section 3. Proof of Illness or Injury (2017)**

Proof of illness or injury of the employee or immediate family members may be required at the discretion of the supervisor with any sick leave request.

Upon a demonstrated pattern of sick leave abuse, proof may be required for each absence for a period not to exceed six (6) months.

**ARTICLE 34. LEAVE, VACATION (2023)**

**Section 1. Eligibility for Leave (2017)**

Vacation leave will be earned by all full-time and permanent part-time employees who are authorized to work twenty (20) or more hours per week, from the initial date of their most recent employment. In the case of permanent part-time employees, leave will accrue proportionately to authorized hours during the bi-weekly period. Part-time employees who are authorized to work less than twenty (20) hours, who were hired into such position on or before June 30, 2017, shall continue to earn vacation leave on a prorated basis.

**Section 2. Accrual of Vacation Leave (2021)**

*Leave will be accrued as follows:*

<b>Period of Continuous Employment</b>	<b>Bi-weekly Accrual in Hours for 40-hour Workweek Employees</b>
Less than 3 years	3.7 hours
3 to less than 5 years	4.2 hours
5 to less than 10 years	4.7 hours
10 to less than 15 years	5.6 hours
15 to less than 20 years	6.5 hours
20 years or more	8 hours

Employees who, effective June 30, 2017, are accruing vacation leave at 8.4 hours bi-weekly (25 to 30 years) or 9.3 hours bi-weekly (30+ years), will continue to do so for the duration of their employment with the Judicial Branch.

State employees with uninterrupted state service, who transfer directly into the Judicial Branch from either the Executive or Legislative Departments, will earn vacation leave based upon their entire period of state employment.

If an employee leaves state service (court, executive or legislative), and later returns and works three (3) more consecutive years, the total amount of time worked in the former state service shall be used for purposes of computing vacation leave accrual.

(See also Article: Transfer from the Executive or Legislative Branches to the Judicial Branch.)

### **Section 3. Vacation Leave maximum Accrual Levels (2021)**

Each employee should ensure that they request adequate and frequent enough vacation leave to remain below the maximum amount of accumulated vacation allowed, and failure to do so may result in the forfeiture of additional vacation leave above the maximum amount of accumulated vacation leave allowed.

Vacation leave maximum accrual levels are as follows:

<b>Years of State Service</b>	<b>Maximum Leave Accrual for 40-hour Workweek Employees</b>
Less than fifteen (15) years	240 hours (six (6) workweeks)
Fifteen (15) years or more	320 hours (eight (8) workweeks)

The maximum amount of accumulated vacation leave for part-time employees shall be pro-rated proportionate to the number of authorized weekly hours.

The Selecting Authority shall grant an exception to an employee's maximum accrual if operational needs have prevented the use of vacation leave.

### **Section 4. Use of Vacation Leave (2023)**

The vacation calendar shall run from March 1 through the last day of February in the following year. Vacation leave shall be scheduled between January 1 and the last day of February, based on seniority. Choice of vacation times shall be made among employees at a work location in rotation by seniority with the most senior employee choosing first. The rotation shall be repeated until all vacation schedule selections have been made. On the first-round selection each employee may choose no more than two (2) units. Subsequent round selections shall be requested in accordance with the table below.

<b>Years of Seniority</b>	<b>Units per Subsequent Round</b>
Less than ten (10) years	Two (2) units per round
Ten (10) years or more, but less than fifteen (15) years	Three (3) units per round
Fifteen (15) years or more, but less than twenty (20) years	Four (4) units per round
Twenty (20) years or more	Five (5) units per round

For the purposes of this Article, a “unit of vacation time” means a block of time consisting of not less than one (1) nor more than five (5) consecutive days (Monday through Friday). If a holiday falls mid-week (Tuesday through Thursday), this day shall be considered consecutive for purposes of this paragraph.

An employee may cancel all or part of a scheduled vacation up to thirty (30) calendar days prior to the beginning of the unit of vacation time. Cancellations within this thirty (30) calendar day period may be allowed when an organizational need exists and there is mutual agreement between the employee and the employee’s supervisor. This language shall only be applied to units selected between January 1st and the last day of February.

All vacation requests submitted after March 1 shall be considered on a first come, first served basis, without respect to seniority. The employee may choose to cancel all or part of this scheduled vacation time up to seven (7) calendar days prior to the beginning of the scheduled vacation time for any reason, unless the employee and their supervisor mutually agree to authorize cancellation of vacation time within seven (7) calendar days prior.

**Section 5. Vacation Buyback (2023)**

On or before July 1, 2025, upon mutual agreement between an employee and management, an employee with a minimum of two hundred (200) hours of accrued vacation time may request to exchange up to eighty (80) hours of vacation time for payment. Requests shall be reviewed and paid quarterly. Payment shall be made at the employee’s rate of pay on the date of filing of their request. Employees may make a request for pay-out on a one-time basis once per fiscal year, even if the employee’s request totals fewer than eighty (80) hours.

**ARTICLE 35. LEAVE, WITHOUT PAY (2019)**

**Section 1. Eligibility for Leave Without Pay (2017)**

Full-time employees are eligible to apply for leave without pay. Part-time employees are eligible to apply for leave without pay on a pro-rated basis.

**Section 2. Requests for Leave Without Pay (2017)**

Employees must submit a completed Leave Without Pay Request Form to the Human Resources Department to be considered for a leave without pay. Such requests must be submitted at least two (2) weeks in advance, when possible.

Requests for an extension of leave without pay must be made at least one (1) week in advance of the expiration of the approved leave without pay.

Medical documentation supporting a leave without pay request should be submitted directly to the Human Resources Department. Employees may not use leave without pay to seek or accept gainful employment with another employer.

### **Section 3. Approval of Leave Without Pay (2019)**

The Selecting Authority, or designee, may approve leave without pay during an employee's new hire probationary period for an employee's pre-arranged vacation. The request for such leave must be made to the Selecting Authority prior to the employee's first day of employment.

An employee may be granted up to a total of eight (8) hours of leave without pay by the Selecting Authority, or designee, every rolling three (3) months.

An employee who has exhausted all available leave or will exhaust all available leave prior to the requested leave without pay, may request a leave without pay of more than eight (8) hours for a leave without pay for a period not to exceed sixteen (16) weeks (640 hours) for a medical related reason, or eight (8) weeks (320 hours), for a non-medical related reason. The State Court Administrator shall consider such requests.

Leave without pay shall be limited to a total of sixteen (16) weeks every rolling three (3) years.

The Judicial Branch will consider the reason for the request and will make a decision as soon as possible after the receipt of the request. Requests for non-medical-related leave without pay shall also consider the operational needs of the Judicial Branch.

Employees may not take unpaid leave without prior approval.

### **Section 4. Effect on Benefits While on Leave Without Pay (2017)**

Employees are financially responsible for continuation of their insurance coverage during leave without pay. This may be arranged through the Administrative Office of the Courts, Human Resources Department. Generally, the employee will receive a bill from the health and dental insurance carriers and the employee must contact the Maine State Retirement System to prepay for the group life insurance premiums while on leave without pay.

Sick leave and vacation leave will not accrue while an individual is on leave without pay.

Any leave without pay taken while an employee is on approved Family Medical leave will count towards the total leave without pay allowed under this article. An employee on an approved family medical leave is not required to request leave without pay until the expiration of Family Medical Leave.

Seniority shall continue to accrue during such unpaid leave.

### **Section 5. Return From Leave Without Pay (2017)**

At least fourteen (14) calendar days prior to the expiration of a leave without pay for medical reasons, the employee must communicate the intent to return to the Human Resources Department. If the unpaid leave was for medical reasons, a fitness for duty form must be completed by the physical and submitted to the Human Resources Department clearing the employee to return to work prior to the employee's return to the worksite. Failure to provide a completed Fitness for Duty Form prior to the end of the employee's approved leave without pay constitutes a failure to return from an approved leave of absence.

Failure to return from an approved leave of absence shall be deemed a resignation from service if the employee fails to contact the Judicial Branch and does not return within three (3) days of the scheduled return to work date. The only exception to this is if an employee is hospitalized and medically unable to contact the Judicial Branch.

#### **ARTICLE 36. MAINTENANCE OF BENEFITS (2009)**

If the Executive Branch agrees to contract language limiting outsourcing or layoffs, this Article may be re-opened during this contract term by either party for further negotiations with proper notice to the other party. This provision will automatically expire on June 30, 2011.

With respect to negotiable wages, hours, and working conditions not covered by this Agreement, the Judicial Branch agrees to make no changes without prior consultation and negotiation with MSEA.

For purposes of this Article, wages, hours and working conditions shall also include the introduction of new technology with respect to court reporter operations and the increase in the use of subcontractors if the work being subcontracted is normally performed by bargaining unit employees and the subcontracting would result in the elimination of bargaining unit positions.

With regard only to negotiations concerning the introduction of new technology or the increase in the use of subcontractors, the Judicial Branch may, in the absence of resolution, implement such change(s) following the thirtieth (30th) day from the commencement of negotiations; however the obligation to bargain shall continue and any dispute arising therefrom shall be submitted to the joint labor/management committee and shall be processed in accordance with the procedures as outlined below. This paragraph shall not be interpreted as preventing the parties from submitting such a dispute to the joint labor/management committee at any time either during or following the thirty (30) day period referred to above.

Any dispute concerning the application of this Article shall be turned over to a joint labor/management committee composed of five (5) members appointed by MSEA and five (5) members appointed by the Judicial Branch. The joint labor/management committee will entertain all matters arising out of this Article and shall attempt to arrive at a consensus. Failing a consensus,

the joint labor/management committee shall vote, and a majority vote shall prevail. If a tie vote results on any issue, the matter shall be turned over to the permanent arbitrator who shall attempt to mediate a settlement of the issue. If the permanent arbitrator cannot mediate the matter, the issue shall be arbitrated in accordance with the time limits and procedures of Article: Grievance Procedure, hereof.

#### **ARTICLE 37. MANAGEMENT RIGHTS**

The MSEA agrees that the Judicial Branch 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.

#### **ARTICLE 38. MSEA MEMBERSHIP PACKETS (2009)**

Management shall provide each newly hired employee with an MSEA-furnished membership packet along with other employee orientation materials that are regularly provided to newly hired employees within thirty (30) days of hire. MSEA shall be solely responsible for the material contained in such packets. Any questions concerning the contents of these packets or MSEA programs shall be referred to the MSEA. MSEA shall supply the packets to the points of distribution.

Management will furnish MSEA with copies of individual personnel transactions affecting unit employees. MSEA shall indemnify and hold the Judicial Branch harmless against any and all claims, suits, orders, or judgments brought or issued against them as a result of negligence in actions taken or not taken by the Judicial Branch under the provisions of this Article.

#### **ARTICLE 39. MSEA STEWARDS (2015)**

Employees designated as "stewards" shall be allowed to investigate and process grievances and attend management meetings during working hours, but in no case shall the time spent in the investigation of such grievances exceed three (3) hours per week unless permission of the supervisor is obtained. Stewards must request permission of the supervisor before performing steward work of more than fifteen (15) minutes. Stewards must not engage in MSEA Steward work when that work would impact the timeliness of court operations. Stewards shall record all steward time on their time sheets and leave records.

Each steward shall be entitled to two (2) days of organizational leave per year for training, the scheduling of such leave being in consideration of operational needs, as determined by the steward's supervisor. There will be two (2) Chief Stewards who shall be entitled to share one (1) one (1) additional day per year of organizational leave to attend training and one (1) additional day per year to conduct training. The scheduling of such leave being in consideration of operational needs, as determined by the Chief Steward's supervisor.

It is recognized that, under this Article and the MSEA Organizational Leave Article contained elsewhere in this Agreement, certain contractual benefits and privileges accrue to an employee by virtue of appointment as a union steward and that such benefits and privileges would

normally require the steward to be absent from the steward's job for varying periods of time. In consideration of such potential absences, either the Judicial Branch or MSEA may call a meeting of the Statewide Labor Management Committee to develop a mutually acceptable plan that defines and describes the numbers, the location, and the jurisdiction of MSEA stewards at Judicial Branch worksites, on a statewide basis. The plan if adopted would ideally provide for adequate employee representation without unduly compromising the operational requirements of the Judicial Branch, on a worksite by worksite basis.

The names, locations and term of appointment of all stewards referred to in this Article, and elsewhere in this Agreement, shall be provided to the Human Resources Director immediately upon their appointment or termination. No employee may act as a steward or derive benefits as such under the terms of this Agreement unless the Judicial Branch is so notified, in advance.

Any disagreements regarding this Article shall be taken up at Step 3 of the Grievance Procedure.

#### **ARTICLE 40. NON-DISCRIMINATION (2021)**

The Judicial Branch agrees to continue its established policy against all forms of illegal discrimination, including discrimination with regard to race, color, religion, sex, sexual orientation, gender identity, age, physical or mental disability, genetic information, religion, ancestry or national origin, military service, whistleblower activity, previous assertion of a claim or a right under the Maine Workers' Compensation Act, marital status or any other category protected under applicable law unless a bona fide occupational qualification exists.

MSEA agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical disability or mental disability.

Furthermore, both MSEA and the Judicial Branch agree to continue their respective policies against discrimination based on sexual orientation.

MSEA and the Judicial Branch agree to support affirmative action programs mandated by law and may mutually agree to any other affirmative action programs that comply with or are mandated by applicable state and federal law.

MSEA and the Judicial Branch are committed to maintaining a workplace that is free from bullying and agree to enact a policy consistent with that commitment. (See Article 56).

#### **ARTICLE 41. NURSING (2023)**

The Judicial Branch shall comply with federal and state law requirements for accommodating nursing employees for one (1) year after the birth of a child. Additionally:

1. The employee's schedule will be adjusted as appropriate to accommodate breaks to pump breast milk, in consultation with their supervisor.
2. A nursing employee will not be required to combine their lunch break with their pumping break.
3. Nursing employees who use break time to pump breast milk will be compensated in the same way that other employees are compensated for break time.
4. The Judicial Branch will identify a room or other location, other than a bathroom, in each facility that an employee may use to express breast milk.

5. To the full extent feasible, the room or other location that has been identified will be equipped with a lock, signage that can be posted for privacy when the employee is expressing milk, a comfortable chair, a window covering if necessary, and a table or other similar surface.
6. In any Judicial Branch facility that is substantially modified or in any new facility constructed in the future, a suitable and separate space will be allocated and identified as a nursing room.

To the extent that additional issues arise regarding Nursing Rooms, the parties agree to discuss via Labor-Management.

**ARTICLE 42. OVERTIME ASSIGNMENTS (2015)**

It is expressly understood that overtime assignments are voluntary in nature; however, owing to the nature of judicial operations, certain extra-hour work is mandatory in nature in that whenever court is in session and/or public safety or welfare may be at risk, overtime assignments will be mandatory for employees covered by this Agreement.



In all overtime situations, assignments shall be rotated as evenly as possible among employees from the appropriate work group and work site provided that employees are capable of performing the overtime work.

Whenever possible employees shall be notified at least one-half (1/2) hour in advance of the end of their regular shift that they are required to work overtime on that day.

#### **ARTICLE 43.           PARKING (2009)**

Where currently not provided for, the Judicial Branch shall make available parking facilities for its employees that are as convenient to their respective worksites as practicable. Where such parking facilities are currently available, they shall be maintained.

Any and all costs for said parking facilities shall be borne by the Judicial Branch. However, should the costs of any parking facility(s) escalate to a level or change in such a manner which presents a hardship to the Judicial Branch, a special labor/management committee shall be established, comprised of three (3) members from management and labor, and shall be authorized to explore alternative sites or alternative methods of providing parking. The committee shall submit their recommendations to the State Court Administrator.

Should the committee be unable to reach agreement, either through consensus or popular vote, such dispute shall be submitted to the permanent arbitrator for mediation and, if necessary, arbitration.

#### **ARTICLE 44.           PERSONAL PROPERTY**

The Judicial Branch shall reimburse employees whose personal property is damaged by fire or vandalism under the five-hundred-dollar (\$500) limits of the State of Maine's Extended Coverage Insurance Policy.

In addition, the Judicial Branch will reimburse employees for personal property stolen, destroyed or damaged in the performance of their duties up to a maximum of one hundred and fifty dollars (\$150) provided that the employee sustaining the loss or damage can provide substantiation or corroboration of the loss or damage.

Personal property, referred to in this Article, shall include that which is normally carried or worn to and from the employee's worksite (e.g., purses, handbags, briefcases, cameras, tools, etc.) and that which the employee may normally leave at the employee's workstation (e.g., pictures, small appliances, tools, etc.). Personal property shall not include any form of vehicle, bicycle, etc. whether parked in a Judicial Branch provided parking area or not.

#### **ARTICLE 45.           PERSONAL SERVICES**

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

## **ARTICLE 46. PERSONNEL FILES (2019)**

An employee, upon written request to or after prior arrangement with the Human Resources Director, or the appropriate official at the employee's workplace, shall be permitted to review his/her personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate records custodian. The personnel file may be reviewed by the employee at reasonable times during 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.

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.

Upon request, an employee shall be provided a copy of any or all materials in the employee's personnel file.

Upon the furnishing of written authorization by an employee, MSEA representatives shall be granted access to that employee's personnel file and shall be provided copies of all documents at MSEA's expense, pertinent to the investigation and processing of a grievance.

Employee counseling, although not disciplinary, will be placed in the personnel file and shall be removed from the personnel file after one (1) year from the date of the occurrence, provided that the employee has had no related disciplinary action since that date.

Records of oral warnings, written reprimands and preventable accident reports shall be removed from the personnel file after three (3) years from the date of the occurrence, provided that the employee has had no further disciplinary action since that date.

Records of disciplinary probations and suspensions 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.

From January 1, 2010, forward, The Administrative Office of the Courts, Human Resources shall remove such document (s) after the appropriate time period has expired and will mail the original to the employee's address of record.

Access to personnel files will be limited to the Office of Human Resources, the State Court Administrator or the employee's Department Division Head or equivalent. The Human Resources Director may also grant access to information as deemed appropriate. Any other request for information from employees' personnel files shall not be granted without written permission of the employee.

## **ARTICLE 47. POLITICAL RIGHTS**

Employees of the Judicial Branch shall enjoy the same rights of participation in political activity as are extended by Maine State Statutes, specifically 5 M.R.S.A., §7056 as of July 1, 1989, with the exception that employees may not participate in any political activity relating to the office of District Attorney and may not be a candidate for partisan office. Employees also may not participate in political activity for the office of county sheriff in the county where the employee regularly works and/or where the court to which the employee is regularly assigned has jurisdiction.

Employees who may serve in an office that under normal circumstances present no conflict of interest but who may be required from time to time to vote or otherwise decide on an issue that may pose a conflict of interest shall be expected to withdraw or disqualify themselves from such vote or decision-making process.

## **ARTICLE 48. PROBATIONARY STATUS (2023)**

### **Section 1. New Hire Probationary Period (2021)**

Once hired, each new Judicial Branch employee shall serve a six (6) month probationary period. Vacation leave will accrue during probation but cannot be taken during probation. Sick leave, personal leave, and compensatory leave may be taken during probation.

During new hire probation, the employee can be dismissed at any time at the written request of the Selecting Authority and with the approval of the Director of Human Resources or designee, without the establishment of just cause. Any such dismissal is final and will not be subject to the grievance procedure or grievance arbitration. Employees who resign or who are dismissed during their new hire probationary period will not be compensated for accumulated vacation, or front-loaded sick and personal leave, but will be compensated for accumulated compensatory time.

(See also Article: Separation from Judicial Branch Employment.)

If any leave is taken during the probationary period, the probationary period shall be automatically extended by an equivalent amount of workdays. If any personal leave is taken during the probationary period, it will not extend the probationary period as long as the personal leave is not taken within the last five (5) workdays of probation.

If it should be necessary to extend the initial probationary period, the employee will be notified in writing by the Selecting Authority, with prior approval of the Human Resources Director, of this action before the expiration date of the probationary period. Such a notice shall clearly state the reasons for the extension of probationary status, and what the employee can do to gain permanent status. Extensions shall be limited to a total of three (3) months. During any extension period, the provisions of the preceding paragraphs shall apply. Unless notified in writing

otherwise prior to expiration of his/her probationary period or extension thereof, the employee shall be granted permanent status immediately following such probationary period.

MSEA will be given thirty (30) minutes at the end of every New Hire Orientation program to discuss union issues with eligible staff. This time will be listed as part of the agenda. Non-eligible staff will be excused from this portion of the program.

## **Section 2. Transfer Probationary Period (2023)**

Employees who transfer to a different work site but remain in the same job classification and employees who transfer to a different job within the same job family but at the same or lower pay grade shall serve a two (2) month transfer probationary period. If an employee within the new hire probationary period is transferred to another worksite in the same job classification, the employee's transfer probation shall be extended by two (2) months, serving a four (4) month transfer period. Such extension shall run concurrently with the new hire probationary period.

Employees who transfer to a different job classification in a different job family at the same or lower pay grade shall serve a six (6) month transfer probationary period. If an employee within the new hire probationary period is transferred to a different job classification, the employee's transfer probation shall be extended by two (2) months, serving an eight (8) month transfer probation period. Such extension shall run concurrently with the new hire probationary period.

Employees are eligible to take accrued vacation leave during the transfer probation period as long as the initial new hire probationary period has been successfully completed.

If any leave is taken during the probationary period, the probationary period shall be automatically extended by an equivalent amount of workdays. If any personal leave is taken during the probationary period, it will not extend the probationary period as long as the personal leave is not taken within the last five (5) workdays of probation.

During the transfer probationary period, should it be determined that the transferred employee's progress or performance has been unsatisfactory, the employee shall be returned to the employee's former position and the employee shall return to the previous pay grade at the appropriate step, at the request of the Selecting Authority and with the approval of the Director of Human Resources.

Employees may request to be returned to the employee's former position, at the previous pay grade and step, at any time within the first thirty (30) calendar days of transfer.

## **Section 3. Promotional Probationary Period (2021)**

Employees promoted to a higher job classification shall serve a six (6) month promotional probationary period in the new job classification. Such probationary period may be extended for an additional two (2) months.

If an employee within the new hire probationary period is promoted to another position, the employee's probation shall be extended by two (2) months, serving an eight (8) month promotional probationary period in the new job classification. Such extension shall run concurrently with the new hire probationary period.

Employees are eligible to take accrued vacation leave during the promotional probation period as long as the initial new hire probationary period of six (6) months has been successfully completed.

If any leave is taken during the probationary period, the probationary period shall be automatically extended by an equivalent amount of workdays. If any personal leave is taken during the probationary period, it will not extend the probationary period as long as the personal leave is not taken within the last five (5) workdays of probation.

During the promotional probationary period, the employee shall be returned to the employee's former position and the employee shall return to the previous pay grade at the appropriate step, at the request of the Selecting Authority and with the approval of the Director of Human Resources, should it be determined that the promoted employee's progress or performance has been unsatisfactory.

The employee may return to his/her former position, at the previous pay grade, at the appropriate step, if the employee so desires within two (2) months of the promotion. An employee filling a position created by the promotion shall be likewise entitled to return to his/her former position, at the previous pay grade, at the appropriate step.

## **ARTICLE 49. RECLASSIFICATIONS (2021)**

### **Section 1. Definitions (2021).**

For the purposes of this Agreement, the following terms are defined as follows:

- a. A Classification is the assignment of a new position, or a group of positions, to a job classification.
- b. Reclassification is the reassignment of a position or a group of positions to a different job classification.
- c. An Allocation is the assignment of a new job classification to a pay grade.
- d. A Reallocation is the reassignment of an existing job classification to a different pay grade.

### **Section 2. Employee-Initiated Reclassification or Reallocation (2021)**

An employee request for reclassification and/or reallocation must be submitted using the Reclassification Request Form in accordance with the procedures outlined thereon. Reclassification Request Forms may be obtained from the Office of Human Resources. Requests for a reclassification submitted in any other format will not be honored.

Once a reclassification and/or reallocation request is submitted, a position analysis will be conducted by the Office of Human Resources and will be completed within a reasonable period of time, with the appropriate personnel, including the State Court Administrator, being notified of the findings and recommendations.

The State Court Administrator will issue a determination as expeditiously as possible.

If implementation cannot occur immediately due to the unavailability of budgeted funds, implementation shall occur retroactively when funds are provided pursuant to budgetary procedures. At that time, the Judicial Branch shall pay the employee reclassified or reallocated interest of 2/3 of one percent per month on all monies due as a result of the reclassification or reallocation from the date of the employee request until payment.

Notice to MSEA shall be provided, when completed, with copies of any job analysis reports completed for an employee-requested reclassification and/or reallocation conducted by the Judicial Branch.

### **Section 3. Management-Initiated Classification, Reclassification, Allocation, or Reallocation (2021)**

In the event of any approved reclassification initiated by management, the Human Resources Department will notify the employee in writing of the reclassification. The notice will include the reclassified job title, the effective date of the reclassification, and the employee's grade and step. Unless agreed upon by the employee, the reclassification will be effective no less than thirty (30) calendar days from the date of the written notice.

If a reclassification is submitted by an employee, on or before the date of a management-initiated request, the employee's reclassification request will be honored as set forth above.

\_\_\_\_\_ Notice to MSEA shall be provided with any job analysis reports completed for a management-initiated classification, reclassification, allocation, or reallocation that results in a new classification, a reclassification, a new allocation, or a reallocation.

### **Section 4. Disputes (2021)**

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MSEA may appeal to final and binding arbitration a determination of the State Court Administrator on:

- a. an employee-requested reclassification and/or reallocation;
- b. management establishment of a new classification and/or allocation;
- c. a management-requested reclassification and/or reallocation, only if such request results in a change to the established classification(s)/allocation(s).

Such appeal shall be made within thirty (30) workdays of the State Court Administrator's determination or within thirty (30) workdays from the point at which MSEA becomes aware of such determination. Arbitration cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of the permanent arbitrator who shall be experienced in job evaluation disputes. The parties shall share equally the costs and expenses of the permanent arbitrator and each party shall bear the costs of preparing and presenting its own case.

The permanent arbitrator shall not assign any existing job classification to a new allocation (salary level) unless there has been a change in duties or labor market. The permanent arbitrator's decisions shall be final and binding on:

- a. The combination or merging of classifications and the allocation of the resulting new classification to pay levels;
- b. Reclassification or reallocation of positions;
- c. Classification or allocation to new job classifications for new positions;
- d. The establishment of separate job classifications and allocations for positions within the same job classification.

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

## **ARTICLE 50. RELOCATIONS (2015)**

An employee shall be reimbursed for relocation expenses when reassigned or transferred to a work location thirty-five (35) miles or more distant from an employee's previous one; the relocation must be caused by the reassignment or transfer and must extend the employee's commute.

The employee shall provide verification for all expenses, including those actual expenses incurred when the employee moves herself.

In order to be eligible for reimbursement, the employee must move within twelve (12) months of written notification of relocation. If the employee is given notice of ninety (90) days or more, the employee is entitled to be reimbursed for one (1) relocation. If the employee is given notice of less than ninety (90) days, the employee is entitled to reimbursement for two (2) relocations.

If less than ninety (90) days advance notice of a relocation is provided to the employee, reimbursable expenses shall include:

- a. Temporary accommodation, lodging and meals for a reasonable duration in amounts provided in the Judicial Branch Travel Reimbursement Policy.
- b. Actual and reasonable storage costs.

Regardless of the length of advance notice, reimbursable relocation expenses shall include:

- a. The actual and reasonable cost of common carriers.
- b. Actual cost of truck rental, mileage and fuel not to exceed the cost of a common carrier.

This clause shall not apply to transfers requested by the employee, or promotions or to employees recalled from layoff to other than their former work location.

Unless specific requirements dictate otherwise, transfers and reassignments from one worksite to a new worksite 35 miles or more from the employee's previous worksite shall be on a voluntary basis from among qualified employees who occupy the same job classification and with

the same number of authorized hours. The procedure to determine the position to be transferred or reassigned shall take place as follows:

1. The most senior employee who is: a) qualified to perform the job duties of the position; b) in the same job classification; and c) is authorized to work the same number of hours as the position being transferred/reassigned, shall be entitled to the transfer or relocation.
2. If there are no qualified volunteers, the least senior employee who is: a) qualified to perform the job duties of the position; b) in the same job classification; and c) is authorized to work the same number of hours as the position being transferred/reassigned, shall be transferred or reassigned.

When an employee is permanently transferred or reassigned to new work location under this Article, he/she will have the option, in lieu of relocation, to have recall rights under the Seniority Article of this Agreement as though he/she were laid off as of the effective date of the transfer or reassignment.

#### **ARTICLE 51. RESPONSIBILITIES OF THE PARTIES**

The Judicial Branch and MSEA acknowledge the rights and responsibilities of the other party, and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Judicial Branch 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 Judicial Branch will not bargain collectively or meet with any employee organization other than MSEA 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 Judicial Branch to transmit their requests concerning terms and conditions of employment to MSEA.
- b. Employee Rights. There shall be no interference, intimidation, restraint, coercion, or discrimination by either the Judicial Branch or MSEA as a result of the exercise by any employee within the bargaining unit of the employee's statutory rights related to membership in MSEA or any other right granted under the Judicial Employees Labor Relations Act.

#### **ARTICLE 52. REST AND LUNCH BREAKS (2023)**

Employees shall be provided with at least one (1) fifteen (15) minute rest break per day.

Unless otherwise approved by the employee's supervisor, rest and lunch breaks shall not be combined.

Where a normally scheduled rest or lunch break would otherwise interrupt, disrupt, impede or stop any court proceedings, the supervisor shall make every effort to provide such break at some



other time during the day. However, every effort will be made to provide normal rest and lunch breaks during the course of the day. Where a lunch break (however, not a rest break) is unable to be taken due to the circumstances stated above, an equivalent period of time may be granted at the end of the workday, thus shortening the workday for that employee. If an employee is unable to shorten the workday due to circumstances stated above and/or other staffing needs, the employee shall receive overtime premium or earn premium compensatory time for the rest and/or lunch period that was missed.

The Judicial Branch agrees to incorporate a suitable employee break area into all newly acquired or newly constructed facilities.

#### **ARTICLE 53. RETIREMENT CONTRIBUTION REFUND**

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine State Retirement System shall be made within forty-five (45) days after receipt by the System of an application for refund.

#### **ARTICLE 54. RULES AND REGULATIONS**

In the event of a conflict between the provisions of this Agreement and the Personnel Rules and Administrative Orders as promulgated by the Maine Supreme Judicial Court or other rules and regulations, as may promulgate from time to time, the provisions of this Agreement shall apply.

#### **ARTICLE 55. SENIORITY (2021)**

##### **1. Definition**

Seniority shall be defined as the length of continuous service from the last date of hire in the Judicial Branch or from the date of transfer into the Judicial Branch from other branches of state government.

##### **2. Filling of Vacancies (2021)**

- a. Once a determination is made that a vacancy will be filled, the Judicial Branch shall post an in-house job announcement on the Judicial Branch intranet for a minimum of ten (10) days, with all employees notified of said posting via email. Management retains the right to advertise externally concurrently with the internal posting. Management shall consider and interview all internal applicants who meet the minimum requirements for a bargaining unit position.
- b. Offers are contingent on successful completion of a background check, and should an employee have criminal convictions or civil non-traffic convictions on record since their date of hire, they may be disqualified in accordance with the Background Check Policy.
- c. For purposes of promotions, seniority shall be the determining factor when considering promotions provided that other qualifications are substantially equal. Qualifications shall mean knowledge, skills, abilities, training, experience, education and performance with special and preferential emphasis on the performance in the positions held over the most recent five (5) years of employment.

- d. Promoted employees shall be assigned to a step in the higher pay grade that provides at least a one (1) step increase from their previous salary, but in no event shall a promoted employee be assigned to a step in the higher pay grade providing more than the equivalent of a three (3) step pay increase, unless step one (1) of the pay range into which the employee is promoted provides for greater than the equivalent of a three (3) step increase.

### **3. Notice of Layoff**

When a reduction in the workforce is necessary, the Judicial Branch will provide written notification to each affected employee of its intent to lay them off at least fifteen (15) working days prior to the final date of employment.

### **4. Layoffs (2015)**

Seniority shall be the determining factor for layoffs and recall from layoff. An employee whose position is abolished or transferred shall, in lieu of layoff, be entitled to displace the least senior employee in the same or lower grade at the employee's worksite who is in a position for which the more senior employee is qualified, as determined by the Judicial Branch. An employee who has received a layoff notice, must make the decision to displace another employee, in writing, within three (3) workdays of receiving the notice of layoff. Employees who are so displaced shall likewise be entitled to displace less senior employees, as described above. Employees whose positions are funded by grants for less than four (4) years initially are not eligible to displace other employees when their positions are abolished or transferred. Those whose grants are initially funded for four (4) years or more are eligible to displace other employees when their positions are abolished or transferred.

For purposes of the above paragraph, "worksite" shall mean the facility in which the employee works. If there is more than one court located in a single facility, then the employee's court or office headquarters shall be the worksite. If the court has a "consolidated clerk's office" with one or more physical locations working under one (1) Clerk of Court/Deputy Clerk, worksite shall mean any of the physical locations within the consolidated offices. However, in the event of a worksite closing, an employee whose position is abolished shall, in lieu of layoff, be entitled to displace the least senior employee in the same or lower grade in a worksite up to 35 miles from the employee's worksite, or the nearest worksite if all are beyond 35 miles, who is in a position for which the more senior employee is qualified, as determined by the Judicial Branch.

### **5. Recall from Layoff**

Laid off employees shall remain on a layoff register for a period of two (2) years, shall have seniority continue to accrue, and shall have first preference, in order of seniority, for any available vacancy in a classification they were laid off from and preference over outside hiring for any vacancy in a classification for which they are qualified. Incumbent employees and employees in layoff status shall always have preference for job vacancies prior to candidates from outside of the Judicial Branch.

Employees on the layoff register shall have all insurance coverage provided for three (3) months commencing on the first day of the month following the day of layoff.

When recalling an employee, the Judicial Branch shall be required to provide only one (1) recall notice by certified mail to an employee to the last address on file with the AOC. Should an employee so notified, fail to respond within a period of seven (7) calendar days or, in responding, reject the offer of recall if such offer is to the same worksite or to one thirty-five (35) miles or less distant from the work site the employee was laid off from, that employee shall be deemed to have waived any and all recall rights, shall be removed from the recall list and shall be considered to have terminated service with the Judicial Branch; the Judicial Branch shall then proceed to notify the next most senior employee, and so on until the vacancy is filled or until the layoff list has been exhausted.

Employees who are laid off due to the exhaustion of an approved qualified leave under the Family Medical Leave Act and/or 26 M.R.S.A section 844 and any associated approved Leave Without Pay are eligible to be placed on the recall list for a period not to exceed twelve (12) months. Such employees shall not be considered to have refused recall if the employee is unable to return to work due to health reasons. Employees in this category must be medically cleared to return to work, as outlined in the Judicial Branch Family Medical Leave Policy.

#### **6. Termination / Rehire**

When an employee who has terminated service with the Judicial Branch is rehired within four (4) months of termination, such employee shall have seniority from the last date of hire restored for all purposes along with any and all accrued benefit levels unused or unpaid at time of separation.

### **ARTICLE 56. SEPARATION FROM JUDICIAL BRANCH EMPLOYMENT (2021)**

#### **Section 1. Required Notice (2021)**

All employees will be expected to provide a written notification of their intent to resign in good standing. "Good standing" shall be defined as the employee giving a written ten (10) working day notice in advance of the last day actually worked, and the employee actually working for the duration of the ten (10) working day notice period. Failure to provide ten (10) working days' notice prior to separation may be grounds for denial of accrued leave payouts. No vacation, personal, or compensatory leave shall be taken during the ten (10) working day notice. The only exceptions to this are for a) those taking vacation, personal, or compensatory leave that was scheduled prior to the ten (10) working day notice; or b) those employees who are on an approved medical leave and are not medically able to work prior to the ten (10) working day notice; or c) those employees who are separating employment due to military leave and are covered under USERRA.

Any employee who has resigned in good standing may withdraw said resignation, prior to their last working day, subject to the approval of the Selecting Authority.

#### **Section 2. Payout of Accrued Leave (2021)**

Employees who resign in good standing are eligible for payout of all accrued vacation and compensatory time. Employees are not eligible for payout of personal leave. In addition, employees who resign in good standing are eligible for accrued sick leave payouts as follows:

A separating employee, who was hired on or before July 1, 2013, who has completed the new hire probationary period, who leaves in good standing, will be paid for each day of accrued vacation leave, all accrued but unused compensatory time and for fifty percent (50%) of the employee's accrued sick leave up to a maximum of fifty percent (50%) of seven hundred twenty (720) hours of the employee's accrued sick leave for a total of three hundred sixty (360) hours of paid unused sick leave. Payment will be made at the employee's salary or wage level at the separation date.

Any employee hired between July 1, 2013 and June 30, 2015, who has completed the new hire probationary period, who leaves in good standing, will be paid for each day of accrued vacation leave, all accrued but unused compensatory time, and for fifty percent (50%) of the employee's accrued sick leave up to a maximum of (50%) of four hundred (400) hours of accrued employee's sick leave for a total of two-hundred (200) hours paid of unused sick leave. Payment will be made at the employee's salary or wage level at the separation date.

Any employee hired on or after July 1, 2015, who has completed the new hire probationary period, who leaves in good standing, will be paid for each day of accrued vacation leave, all accrued but unused compensatory time, and for fifty percent (50%) of the employee's accrued sick leave up to a maximum of (50%) of two hundred (200) hours of accrued employee's sick leave for a total of one-hundred (100) hours paid of unused sick leave. Payment will be made at the employee's salary or wage level at the separation date.

Employees who resign or who are dismissed during their new hire probationary period will only be compensated for accumulated compensatory time.

Payout of accrued leave shall be made in eighty (80) hour increments and in separate checks at the time of separation, unless Workday Time & Attendance, or another replacement payroll system, is implemented during the term of this Agreement and cannot accommodate the eighty (80) hour incremental payouts.

Once an employee provides written notice to retire, the Judicial Branch will notify MSEA of the employee's intent to retire so optional retirement benefits may be offered to the employee.

(See also Article Probationary Status)

### **Section 3. Job Abandonment (2017)**

Failure to report to work shall be deemed a resignation from service if the employee fails to contact the Judicial Branch and does not report to work for three (3) consecutive scheduled workdays. The Judicial Branch may consider extenuating circumstances.

## **ARTICLE 57. SEVERABILITY OR SAVINGS CLAUSE**

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, 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.

**ARTICLE 58. STATEWIDE LABOR MANAGEMENT COMMITTEE (2021)**

There shall be a Statewide Labor Management Committee, which shall meet regularly, comprised of two (2) members of each of the participating bargaining units selected by MSEA, with an equal number of management members appointed by the State Court Administrator, or designee. Each party shall appoint a co-chairperson from among its respective committee membership who shall, together, determine agendas, set the frequency and location of meetings in accordance with a mutually agreeable schedule and preside at all such meetings. Either party shall be able to invite guests who have expertise on a particular agenda item.

The committee members shall receive leave for such purpose without loss of pay or benefits including necessary and reasonable travel time during normal working hours on the day of the meeting and shall record such leave as MSEA Organizational Leave. Members shall be allowed to attend remotely.

Oversight by the Statewide Labor Management Committee is limited to language outlined in the following articles: Catastrophic Illness Leave Donation Program (Appendix A)

Education, Training and Career Mobility

Video Display Equipment

Health & Safety

Appeals to this committee must be made within fifteen (15) business days of a decision and must be communicated in writing to the Director of Human Resources.

Additionally, the Committee shall develop a process of jointly recording leave taken pursuant to the "Other MSEA Business" paragraph of Article: Leave MSEA Organizational.

The Committee shall always attempt to resolve issues informally or through a mutually agreeable consensus process. In the event where consensus is unattainable, the Committee shall, if agreed to by both co-chairpersons, submit the issue to a general vote of its members at a meeting called expressly for that purpose.

A subcommittee will be established and meet by 10/1/2017 to discuss and establish recommendations to the State Court Administrator on an Anti-Bullying Policy and associated training. Should an Anti-Bullying policy not be implemented by 10/1/2021, this subcommittee shall reconvene on a quarterly basis, until such policy is implemented.

The Committee shall have no authority to add to, delete from, or modify this Agreement.

**ARTICLE 59. TRANSFER FROM THE EXECUTIVE OR LEGISLATIVE BRANCHES TO THE JUDICIAL BRANCH (2017)**

## **Vacation Leave Accrual Rate**

State employees with uninterrupted state service, who transfer directly into the Judicial Branch from either the Executive or Legislative Branches will earn vacation leave based upon their entire period of state employment, provided there has been no interruption of service.

If an employee leaves state service (Judicial, Executive or Legislative) and later returns and works three (3) more consecutive years in the Judicial Branch, the total amount of time worked in the former state service shall be used for purposes of computing vacation leave accrual. See also Article 6: Leave, Vacation.

## **Sick Leave Banks (2017)**

State employees with uninterrupted state service, who transfer directly into the Judicial Branch from either the Executive or Legislative Branches may request to be credited with up to two hundred (200) accrued sick hours upon hire, should the prior agency confirm the employee has those accrued sick hours available at separation. Confirmation from the prior agency must be received prior to any sick leave being credited.

## **ARTICLE 60. UNION MEMBERSHIP AND DUES DEDUCTION (2019)**

### **A. Union Membership**

1. Membership in MSEA-SEIU is not a condition of employment with the Judicial 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 Judicial Branch of any validly executed membership application or request to drop membership.
5. In the event that the Judicial Branch 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 and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.
2. The Judicial Branch agrees to deduct MSEA-SEIU membership dues, and premiums for current MSEA-SEIU sponsored insurance programs 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 Judicial Branch 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 Judicial Branch 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 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 Judicial Branch harmless against any and all claims, suits, orders or judgments brought or issued against the Judicial Branch as the result of the action taken or not taken by the Judicial Branch under the provisions of this Article.

## **ARTICLE 61. USE OF COURT FACILITIES (2007)**

With the permission of the appropriate authority, or designee, and where space is available, MSEA may hold meetings on court premises. This may include use of court video conferencing. MSEA-SEIU shall reimburse the Judicial Branch for any expense incurred in allowing such use of the space and/or equipment. Any disagreements regarding this Article shall be taken up at Step 3 of the Grievance Procedure.

## **ARTICLE 62. VIDEO DISPLAY EQUIPMENT (2017)**

Should medical evidence not currently available identify health or safety hazards to video display operators during the life of the Agreement, the parties shall meet upon request of either party to negotiate necessary precautions required for the safe and healthy operation of such equipment.

## **ARTICLE 63. WORK RULES (2009)**

The Judicial Branch may change or adopt work rules during the term of this Agreement. Any such change must be consistent with the terms and provisions of this Agreement. Whenever such work rules are to be changed or adopted, they shall be provided to MSEA and posted on bulletin boards in the appropriate work location fourteen (14) days before they are to become effective. Upon request by MSEA the Judicial Branch will meet and consult with MSEA on the proposed change or new rules.

## **ARTICLE 64. WORK STOPPAGE, SLOWDOWN AND LOCKOUTS**

MSEA and its members and officers shall not engage in or condone work stoppages or slowdowns during the life of this Agreement. Neither shall the Judicial Branch lockout its employees during the life of this Agreement.

**ARTICLE 65.           WORKERS' COMPENSATION (2009)**

The Judicial Branch agrees to make every effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Commission and to process voluntary agreement on lost wage payments as expeditiously as possible.

Employees on worker's compensation leave shall be granted such leave for a period not to exceed twelve (12) months and employees on such leave shall have their seniority and benefit levels continue to accrue for the duration of the leave. Additionally, the Judicial Branch shall provide and pay the current premium rate for the employee's health and dental insurance coverage for the duration of the leave. The employee shall continue to be responsible for the employee's premium co-pay for dependent health and dental coverage.

If, at the expiration of the twelve (12) month period, the employee is still unable to perform the duties of his/her job, the employee may be terminated by the Judicial Branch. If the employee provides a physician's statement within thirty (30) days of the expiration of leave stipulating that a return to full capacity will occur within six (6) months, then the Judicial Branch will extend the leave on a "one-time only basis." The employee will be automatically terminated on the new date unless the employee returns to work able to perform the duties of the job. Termination under this Article shall not be considered disciplinary in any way.



## **APPENDICES**

Appendix A:	Catastrophic Illness Leave Donation Program
Appendix B:	Employment of Relatives
Appendix C:	Influencing Legislation
Appendix D:	Outside Employment
Appendix E:	Smoking Policies
Appendix F:	MSEA President/Vice President Leave

**APPENDIX A**  
**CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM (2017)**

**Purpose:**

The Judicial Branch recognizes that, in addition to the physical challenges arising from a catastrophic accident or illness, employees may also face significant financial challenges, particularly when they are unable to work for an extended period of time. In order to help mitigate the potential financial impact of such occurrences, we support the establishment of catastrophic leave banks in accordance with the following procedures.

A catastrophic accident or illness is defined as:

An illness or injury that is so serious in nature that it requires constant care, long-term recuperation and/or rehabilitation, and is certified by a physician to require the employee's absence from the workplace for eight (8) weeks or more. The catastrophic occurrence shall be of such serious detriment that it prevents the employee from returning to work for an extended period of time due to his/her health condition, or in the case of an immediate family member, requires the employee's presence as a primary caregiver.

**Program Details:**

Leave donations can be made by MSEA represented and confidential employees to other MSEA represented and confidential employees, on an ad hoc basis, who meet the following eligibility requirements:

Recipient Eligibility Requirements:

1. Must have completed at least one year of employment with the Judicial Branch.
2. Must not have any disciplinary actions within their last three (3) years of state employment specifically related to chronic absenteeism.
3. Must be absent due to the employee's non-occupational, personal illness or injury, or the personal illness or injury of a family member who resides with the employee. Family member, for the purpose of this article, is defined as a spouse, domestic partner, parent, child, stepchild or domestic partner's child who resides with the employee.
4. Must submit and continue to submit as requested, medical documentation satisfactory to management to show the medical condition(s) meets the definition of catastrophic illness.
5. Has been absent for four (4) weeks and exhausted all accrued leave time and is expected to be absent for time in excess of all types of accrued leave and compensatory time.
6. Full-time employees may be approved for up to two hundred forty (240) hours for employees that work a forty (40) hour week per bank established from this program. Part-time employees may be approved for a prorated number of hours based on their authorized

work hours.

Donor Eligibility Requirements:

- Employees may donate vacation and compensatory leave in one (1) hour increments. Donors must retain a minimum balance of at least eighty (80) hours of vacation leave after making a donation. The recipient will receive this donated time hour-for-hour.
- Compensatory time may be donated in one (1) hour increments. The recipient will receive this donated time hour-for-hour.
- Sick leave may be donated in one (1) hour increments, excluding any leave credits that are in excess of six hundred seventy-five (675) hours. Donors must retain at least one hundred eighty-seven and one-half (187.5) hours of sick leave after making a donation. The recipient will receive this donated time hour-for-hour.

Donor identity shall be kept strictly confidential.

Procedures:

1. The employee, co-worker, or union representatives may request that a catastrophic leave bank be established to benefit the employee by submitting a completed Catastrophic Leave Request Form and submitting it to the Human Resources Department.
2. The Human Resources Department is responsible for confirming employee acceptance of donations.
3. The Human Resources Department is also responsible for verifying medical documentation and certification(s) by the employee's physician, and for reviewing eligibility requirements.
4. Within two (2) weeks after appropriate documentation has been received, the Director of Human Resources, or designee, shall confirm whether the employee is eligible for this program. The Human Resources Department will respond to both the requestor and the recipient as to whether the employee is eligible.
5. Upon approval, an individual catastrophic leave bank will be established for the recipient.
6. Once an individual leave bank has been established, the Human Resources Department will send an email to all Judicial Branch employees notifying them that a catastrophic leave bank has been established to benefit a co-worker. The email will identify the recipient by name, job title, and work location. Upon request of the employee, the employee's name, job title, and work location may be withheld from the email to employees. The email will not share any information concerning the recipient's medical condition.

7. The Human Resources Department is responsible for approving and processing donations and transferring credits.
8. Donated leave may not be used for separation purposes by the recipient.
9. Should the recipient employee separate from the Judicial Branch, the remaining balance of leave credits shall not be paid out or returned to the donor(s), but shall be retained in an account identified as “Catastrophic Leave Pool” for future use.
10. Should the full-time recipient employee return to full-time work (or part-time work as provided in Section 12 below) before exhausting all donated leave, the remaining balance of leave credits shall not be returned to the donor(s), but shall be retained in an account identified as “Catastrophic Leave Pool” for future use.
11. Should the full-time recipient employee be authorized by the physician to return to work on a part-time basis, the employee may use available donated leave for a period not to exceed thirty (30) working days, after which the provisions of Section shall apply.
12. Recipients will not accrue vacation leave, or sick leave while on catastrophic leave.
13. Recipient use of donated leave time shall be considered leave without pay, as outlined in the Leave, Without Pay Article.
14. This program is not subject to the grievance procedure. However, decisions on eligibility determination may be appealed to the Statewide Labor/Management Committee for review and consideration.
15. The Director of Human Resources, or the Director’s designee, will review and respond to written concerns pertaining to specific denied catastrophic leave banks to the extent allowed within the parameters of confidentiality policies or laws.

## **APPENDIX B EMPLOYMENT OF RELATIVES**

No person will be hired, promoted, or transferred to a position where the supervisor, manager, director, or Selecting Authority is a relative of that employee. Relative, for the purpose of this policy, is defined as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, spouse, domestic partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, half-brother or half-sister.

## **APPENDIX C**

## **INFLUENCING LEGISLATION**

The Judicial Branch employees are prohibited from using government time, money or property (as, for example, through sending telegrams or letters) to influence anyone to favor or oppose any legislation.

Employees may, however, use vacation or other personal leave for the purpose of testifying or otherwise participating in legislative processes, providing that such employees clarify that they are not acting as representatives of the Judicial Branch.

## **APPENDIX D OUTSIDE EMPLOYMENT (2023)**

A Judicial Branch employee may engage in outside employment during non-working hours if it does not interfere with job performance and does not conflict or appear to conflict with the interests of the Judicial Branch. No Judicial Branch employee may be employed in court related matters by an agency within the criminal justice system (law enforcement, prosecutorial, etc.) since such employment contains an inherent conflict with the necessity for neutrality of the Judicial Branch of government.

Employees must report to their supervisor all outside employment that reasonably may intersect with the Judicial Branch or interfere with their work schedule or duties with the Judicial Branch prior to engaging in such outside employment. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with the State Court Administrator prior to engaging in such outside employment.

The parties agree to utilize the Statewide Labor Management Committee to formulate a policy regarding potential conflicts of interest arising from outside employment.

## **APPENDIX E SMOKING POLICIES**

In accordance with Public Law 126, 1985, the parties agree that each business facility as defined by the law under the control of the Judicial Branch shall be considered to be smoke free, in that there will be no smoking of any kind allowed inside Judicial Branch facilities at any time by employees, members of the Judiciary, jurors, clients of the courts or members of the general public. Appropriate "no smoking" signage will be placed in all facilities.

## **APPENDIX F MSEA PRESIDENT/VICE PRESIDENT LEAVE**

### **A. President Leave**

Following are areas of agreement concerning the granting of a leave of absence to the President of MSEA in order for him/her to carry out the duties of his/her elected office.

1. The President will receive his/her full annual base salary for the stated period of time, including any salary increases provided under the terms of the applicable collective bargaining agreement.
2. This administrative leave will not constitute a break in service under Civil Service Law, the collective bargaining agreement, under Maine State Retirement, or under any laws of the State of Maine relating to this matter.
3. The President shall continue to accrue and use vacation and sick leave consistent with the terms of this bargaining agreement.
4. During this leave, the Judicial Branch shall have no worker's compensation liability and any recourse for a work-related injury would be against MSEA.
5. The Judicial Branch will bill MSEA every other pay period for wages and related benefit expenses and MSEA will reimburse the Judicial Branch.
6. MSEA agrees to reimburse the Judicial Branch for all salary, holidays, earned vacation and sick leave, health, dental, life insurance and retirement costs. However, such reimbursement shall not include salary and retirement costs, or the above-mentioned benefits, for paid leave of the President authorized under Article: Leave, MSEA Organizational (Article 31 in the Professional Contract).
7. This leave will be effective January 1 and will continue for the duration of the term. At the expiration of the President's term of office, or if the President leaves office prior to the end of his/her term, he/she shall be allowed to return to his/her position in the Judicial Branch.

#### **B. Vice-President Leave**

Following are areas of agreement concerning the granting of a leave of absence to the Vice-President of MSEA in order for him/her to carry out the duties of his/her elected office.

1. The Vice-President will be allowed up to ninety (90) days leave annually to carry out the duties of the position.
2. One (1) month prior to each quarter, the Vice-President will give his/her supervisor a projected schedule of absences.
3. The Vice-President will receive his/her full annual base salary for the stated period of time, including any salary increases provided under the terms of the applicable collective bargaining agreement.
4. This administrative leave will not constitute a break in service under Civil Service Law, the collective bargaining agreement, under Maine State Retirement, or under any laws of the State of Maine relating to this matter.
5. The Vice-President shall continue to accrue and use vacation and sick leave consistent with the terms of this bargaining agreement.

6. During this leave, the Judicial Branch shall have no worker's compensation liability and any recourse for a work-related injury would be against MSEA.
7. The Judicial Branch will bill MSEA every other pay period for wages and related benefit expenses and MSEA will reimburse the Judicial Branch.
8. MSEA agrees to reimburse the Judicial Branch for all salary, holidays, earned vacation and sick leave, health, dental, life insurance and retirement costs. However, such reimbursement shall not include salary and retirement costs, or the above-mentioned benefits, for paid leave of the Vice-President authorized under Article: Leave, MSEA Organization (Article 33 in the Professional Contract).
9. This leave will be effective January 1 and will continue for the duration of the term.

IN WITNESS THEREOF, the parties hereto have caused this Administrative Services Collective Bargaining Agreement to be executed on July 1, 2023.

**M.S.E.A**

Tom Feeley, Chief Negotiator

Sue DeGroot

John Mannino

Rhonda Ouellette

**Judicial Branch**

Kelly John, Chief Co-Negotiator

Linda McGill, Chief Co-Negotiator

Beth Maddaus

Jeremy Davis

Elise Jordans



