# Professional and Technical Services Bargaining Unit

AGREEMENT

Between

MAINE PUBLIC EMPLOYEES
RETIREMENT SYSTEM

And the

MAINE STATE EMPLOYEES
ASSOCIATION
Local 1989 SEIU

**November 1, 2024 – February 28, 2027**

# Table of Contents


AGREEMENT DEFINITIONS....1
- IMMEDIATE FAMILY....1
- OTHER MEMBERS....1
- DOMESTIC PARTNER....1
- TRANSFERRED EMPLOYEE....1
- POLICIES....1

COMPLETE UNDERSTANDING....1
COPIES OF AGREEMENT....1
MANAGEMENT RIGHTS....1
PREAMBLE....2
TERM OF AGREEMENT....2
BEREAVEMENT LEAVE....3
CALL IN PAY....3
CHILD CARE REIMBURSEMENT....3
1. ELIGIBILITY REQUIREMENTS....3
2. APPLICATION PROCESS....3
3. BENEFIT AMOUNT:....4

CHILDBEARING AND ADOPTION LEAVE....4
CLASSIFICATIONS....4
- DEFINITIONS....4

COMPENSATION....6
1. MERITS....6
2. LONGEVITY....6
3. GENERAL SALARY INCREASE....6
4. ONE-TIME PAYMENT....6
5. RETENTION BONUSES....6
6. IT PREMIUM PAY....7

COURT TIME/COURT SERVICE....7
1. JURY DUTY....7
2. APPEARANCE AS A WITNESS....7

DEFINED CONTRIBUTION....7
DENTAL INSURANCE....8
DEPENDENT CHILDREN POST-SECONDARY EDUCATION BENEFIT....8
EMPLOYEE ASSISTANCE PROGRAM....8
EMPLOYEE DEVELOPMENT & TRAINING....8
EMPLOYEE HEALTH COMMISSION....8
FAMILY AND MEDICAL LEAVE....9
HEALTH INSURANCE....9
HOLIDAYS....10
1. HOLIDAYS OBSERVED....10
2. WORK ON A HOLIDAY....10

LIFE INSURANCE....10
LONGEVITY BONUS....11
LUNCH & REST BREAKS....11
1. LUNCH BREAKS....11

2. Rest Breaks ..... 11
OVERTIME ..... 12
OVERTIME ASSIGNMENTS ..... 12
PAID FAMILY MEDICAL LEAVE ..... 13
PERSONAL LEAVE ..... 13
SALARY SCHEDULE PROGRESSION ..... 13
SECTION 125 REIMBURSEMENT ACCOUNTS ..... 13
SICK LEAVE ..... 13
1. Rate of Accrual for Full Time Employees ..... 13
2. Rate of Accrual for Part Time Employees ..... 14
3. Accrual Cap ..... 14
4. Use of Sick Leave ..... 14
5. Absence Without Pay for Illness or Injury ..... 14
6. Sick Leave Bank ..... 15
7. Reinstatement of Sick Leave ..... 15
UNPAID LEAVES OF ABSENCE ..... 15
VACATION ..... 15
1. Rate of Accrual ..... 15
BREAKING SENIORITY ..... 17
CALCULATING SENIORITY ..... 17
DISCIPLINE ..... 18
EMPLOYEE DATA ..... 18
EXPENSE REIMBURSEMENT ..... 18
1. Mileage Allowance ..... 18
2. Lodging & Meal Expenses ..... 19
3. Estimated Travel Expenses ..... 19
4. Telephone Expense ..... 19
5. Education ..... 19
6. Assignment Out of State ..... 19
EXTERNAL COMPLAINTS AND INVESTIGATIONS ..... 20
HOURS & WORK SCHEDULES ..... 21
LAYOFFS & RECALLS ..... 21
1. Layoffs ..... 21
2. Notice of Layoff ..... 22
3. Recalls ..... 22
MAINTENANCE OF BENEFITS ..... 22
MILITARY LEAVE ..... 22
NON-DISCRIMINATION ..... 23
ON-CALL SCHEDULING ..... 23
OUTSIDE EMPLOYMENT ..... 23
PERSONNEL FILES ..... 24
1. Contents of Personnel File ..... 24
2. Employee Access to Personnel File ..... 24
3. Copies ..... 24
4. Copies of Information ..... 24
5. Purging the File ..... 24
PERSONNEL RULES ..... 25

POLICIES AND PROCEDURES....25
POSTING & FILLING POSITIONS....25
PROBATION AND EXTENSION OF PROBATION....26
PROPERTY DAMAGE....26
RESIGNATION....26
RESOLVING DISPUTES, GRIEVANCE & ARBITRATION....26
1. INTENT OF THE PARTIES....26
2. DEFINITION....27
3. DISPUTE RESOLUTION....27
4. BINDING ARBITRATION....28
5. GENERAL PROVISIONS....29
RESPONSIBILITIES OF THE PARTIES....29
1. EXCLUSIVE NEGOTIATIONS.....30
2. EMPLOYEES' RIGHTS.....30
3. FAIR REPRESENTATION.....30
4. EFFICIENT PUBLIC SERVICE.....30
SEVERABILITY....30
SUBCONTRACTING....30
TELEWORK....31
TEMPORARY ASSIGNMENTS....31
WELLNESS....32
WORK STOPPAGES & SLOWDOWNS....32
HEALTH & SAFETY....33
VDT OPERATORS....33
VEHICLES AND EQUIPMENT....33
ACCESS TO EMPLOYEES....34
BULLETIN BOARDS....34
DUES DEDUCTION....34
MSEA MEMBERSHIP INFORMATION....35
1. MSEA MEMBERSHIP PACKETS....35
2. INFORMATION TO MSEA....35
3. INDEMNIFICATION....35
MSEA ORGANIZATION LEAVE....35
1. MSEA ACTIVITIES....35
2. NEGOTIATING LEAVE....35
3. STEWARDS....36
4. LEAVE FOR OTHER ORGANIZATION BUSINESS....36
5. MSEA GRIEVANCE COMMITTEE....36
6. STEWARD TRAINING....37
MSEA RETIREMENT HANDBOOK....37
UNION RECOGNITION....37
USE OF MAINEPERS FACILITIES....37

# SECTION I: CONTRACT

## AGREEMENT DEFINITIONS

***Immediate family***, where not specifically identified in the article, shall be defined as the employee's: spouse, domestic partner, children of domestic partner, parents, step-parents, children, step-children, children for whom the employee is the legal guardian, siblings, stepsiblings, and employee's spouse's or domestic partner's parents.

***Other members*** of the employee's family, where not specifically identified in the article, shall be defined as the employee's: grandparents, grandchildren, foster parents, individuals for whom the employee is the legal guardian (other than children), spouse's or domestic partner's grandparents and siblings.

***Domestic partner.*** In order to be eligible for benefits based on the definitions of immediate family or other members of the employee's family that are based on domestic partner status, an employee must provide to MainePERS an affidavit of domestic partnership in which the employee and domestic partner attest to the information contained in the affidavit, as agreed upon by the parties to this Agreement. MainePERS may require the employee to verify that the information in the affidavit is valid at the time the employee requests benefits based on domestic partner status.

***Transferred employee*** shall mean employees transferred to MainePERS pursuant to PL 1993, Chapter 410, Part L.

***Policies*** shall include system policies, departmental policies and practices.

## COMPLETE UNDERSTANDING

MainePERS and MSEA agree that this Agreement is the entire Agreement, that it terminates all prior Agreements and understandings, and it fully concludes all collective bargaining during its term. During the term of this Agreement, neither party will seek unilaterally to modify its terms through legislation or other means. Each party agrees that while it may request the other party to negotiate it shall not attempt to compel negotiations during the term of the Agreement on matters that were or could have been raised during the negotiations that preceded this Agreement or on matters that are addressed herein.

## COPIES OF AGREEMENT

The parties agree that each party will receive an original copy of this Agreement. In the interest of conserving resources, all other copies of the Agreement will be made available to bargaining unit employees through electronic media.

## MANAGEMENT RIGHTS

MainePERS, as an independent agency, 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 express terms of this Agreement. Such rights include, but are not limited to, the right to determine the mission,

location and size of all operations and facilities; to determine the size of the work force; to set reasonable standards concerning the quantity and quality of the work to be performed; to direct the work force; to establish and administer a reasonable performance evaluation system, to establish specifications for each position and to classify or reclassify and/or allocate or reallocate new or existing positions; to eliminate positions; to discipline and discharge; to approve or deny overtime; to schedule work; to lay off, to contract out for goods and services; and to install new, changed or improved methods of operation.

## PREAMBLE

Whereas the Maine Public Employees Retirement System (hereafter "MainePERS" or "Employer") is an independent operating entity, and whereas MainePERS and the Maine State Employees Association (hereafter "MSEA" or "Association") desire to create and maintain between themselves a constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of MainePERS; to promote effective service and quality of work life toward the accomplishment of the mission of MainePERS; and to establish equitable and peaceful procedures for the resolution of differences;

## TERM OF AGREEMENT

This Agreement shall be effective from November 1, 2024 through February 28, 2027, unless otherwise specifically provided herein. Either party shall give seventy-five (75) days' written notice, prior to the expiration date of this Agreement, if it desires to negotiate a new collective bargaining agreement or to modify this Agreement. The parties shall hold an initial bargaining session not more than thirty (30) working days after the receipt of written notice of intent to bargain a successor contract by either party, unless the parties mutually agree to extend. In the absence of such written notice this Agreement will remain in continuing effect on a year-to-year basis.

Contract benefits will apply only to individuals employed on or after the date of execution of newly approved contracts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the final page by their respective representatives.

# SECTION II: COMPENSATION & BENEFITS

## BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be allowed up to five (5) days bereavement leave with pay, for absence resulting from the death of a member of the employee's "immediate family" as defined in the ***Agreement Definitions*** Article, and for an employee's spouse or domestic partner's parents. Up to three (3) days of such leave shall be allowed for absence resulting from the death of "other members" of the employee's family, as defined in the ***Agreement Definitions*** Article, except as noted above. Part-time employees shall receive paid bereavement leave on a prorated basis. The percentage of pro-ration is based on the percentage of a 40 hour per week position that the part-time employee is regularly scheduled to work.

Bereavement leave days may be taken nonconsecutively for purposes related to the death within one (1) year from the date of the death.

## CALL IN PAY

Any employee who is eligible for overtime who is called to work, whether onsite or remote, outside of and not continuous with their regular hours, will be paid a minimum of four (4) hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of their workday or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday.

## CHILD CARE REIMBURSEMENT

Eligible employees shall be paid, between March 1 and April 15, each year, a lump sum reimbursement of child care expenses from the previous calendar year.

1. ***Eligibility Requirements***:

   (a) Full-time employees who were
      1. Employed full-time during the entire previous calendar year; or,
      2. Employed full-time for more than six (6) months but less than twelve (12) months of the previous year; or,

   (b) Part-time employees who completed at least one thousand forty (1,040) hours of regularly scheduled work in the previous calendar year; and

   (c) Incurred a minimum of five hundred dollars ($500) employment-related child care expenses for the previous calendar year.

2. ***Application Process to Receive Benefits:***

The employee must submit a copy of the previous year's receipts for child care expenses to the Human Resources Manager.

3. ***Benefit Amount:***

(a) Each employee whose total base compensation in a given calendar year is $55,000 or less shall be eligible for reimbursement of up to $2,400 of actual child care expenses incurred in that calendar year to be paid in the following calendar year.

(b) Each employee whose total base compensation in a given calendar year is between $55,000 to $65,000 shall be eligible for reimbursement of up to $2,100 of actual child care expenses incurred in that calendar year to be paid in the following calendar year.

The benefit amount for employees eligible under 1.A(2) and 1.B is a pro-rated amount of the benefit amount that would be payable if the employee were eligible under 1.A(1).

## CHILDBEARING AND ADOPTION LEAVE

Paid parental leave for childbearing and adoption shall be granted to an employee with pay for their regularly scheduled hours during a period of time not to exceed forty-two (42) calendar days, taken continuously, beginning on and directly following the birth or adoption of the child or children.

Additional childbirth or adoption leave shall be granted to an employee without salary for a period not to exceed six (6) months inclusive of any period of disability covered under the ***Sick Leave*** Article and the paid parental leave described above. Employees shall have the option of using accumulated compensating time, vacation time and/or personal leave during such period. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of compensating time or annual leave, retention of insurance benefits shall be at the employee's expense.

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

## CLASSIFICATIONS

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

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

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

1. MSEA may appeal to final and binding arbitration a determination of the Human Resources Manager on the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within fifteen (15) workdays of the Human

Resources Manager's 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 a single arbitrator. The Arbitrator shall be experienced in job evaluation disputes. If the parties cannot agree on the selection of the arbitrator, they shall seek the assistance of the Labor Relations Connection. The parties shall share equally the costs and expenses of the arbitrator and each party shall bear the costs of preparing and presenting its own case.

2. The Arbitrator shall not assign any existing classification to a new salary grade unless there has been a change in duties except as provided below. The Arbitrator's decisions shall be final and binding on:

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

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

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

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

3. Except for reclassifications and reallocations in connection with a reorganization, any reclassification or reallocation decisions of the Human Resources Manager or the Arbitrator shall be effective as of the date of the written initiation of the reclassification or reallocation request by the employee, MSEA or MainePERS and shall be implemented retroactively when the funds are provided pursuant to budgetary procedures. MainePERS shall pay the employee reclassified or reallocated interest of one percent (1%) per month on all moneys due as a result of the reclassification or reallocation from the date of the final decision until payment.

4. Reclassifications and reallocations in connection with reorganization shall be effective on the date they are approved and implemented.

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

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

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

8. An employee requesting a reclassification or a reallocation shall do so in writing to the Human Resources Manager. Such request shall include a description of the employee's assigned job tasks as they exist at the time of the request. The Human Resources Manager shall respond with a determination no later than sixty (60) days after the request. If no determination is issued within the sixty (60) day period, the union may appeal the matter to binding arbitration any time thereafter.

9. Reclassification determinations made by MainePERS shall be posted for five (5) workdays.

## COMPENSATION

1. ***Merits***

Merit increases will be awarded on the individual employee's anniversary date.

2. ***Longevity***

Longevity payments granted from November 1, 2024 through February 28, 2027 are under the same terms and conditions as set forth in the ***Longevity Bonus*** article of this Agreement.

3. ***General Salary Increase***

Effective at the beginning of the pay period including January 1, 2025, the salary scale shall be adjusted by eliminating the first step and adding a new top step equal to four percent (4%). Employees shall be paid at the new rates to which they are assigned in the modified salary schedule.

Salary schedules and individual rates of pay will be increased by 4% effective January 1, 2026. Additionally, effective January 1, 2026, the salary scale will be adjusted to add a new step 9, which will be 4% higher than step 8. Employees at step 8 will be eligible for step 9 at their next anniversary date in accordance with the ***Salary Schedule Progression*** article of this Agreement.

4. ***One-time Payment***

A one-time payment of $1000 shall be paid to each bargaining unit member on the first payday after signing this contract.

A one-time payment of $1,000 shall be paid to each bargaining unit member on the first payday in November 2025.

Employees may opt to receive one or both of these payments as cash or as a payment to their MaineSTART 457 Deferred Compensation Plan account.

5. ***Retention Bonuses***

MainePERS is embarking on a multi-year project to replace its Pension Administration System (PAS). In order to mitigate the risk of retirement of key personnel during the project, employees meeting the following descriptions as of November 1, 2024 are eligible for retention bonuses as set forth below: Senior Benefits System Analyst and the most senior Employer Reporting Training Specialist. An employee who subsequently fills one of these positions will not be eligible for a retention bonus unless MainePERS, in its sole discretion, determines otherwise based on the employee's experience, knowledge, and criticality to the PAS project and so notifies MSEA. These retention bonus provisions survive the end of the Agreement term until 30 days after the actual end of the PAS system warranty period.

MainePERS will pay retention bonuses as follows:

(a) If the employee remains in their position or an equivalent position with MainePERS through December 31, 2025, MainePERS will pay the employee a gross lump sum of $10,000 within 30 days after that date;

(b) If the employee remains in their position or an equivalent position with MainePERS through the "go-live" date in the initial contract with the PAS vendor, MainePERS will pay the employee an additional gross lump sum of $10,000 within 30 days after that date; and

(c) If the employee continues to remain in their position or an equivalent position with MainePERS through the actual end of the PAS system warranty period, MainePERS will pay the employee an additional gross lump sum of $10,000 within 30 days after that date.

6. ***IT Premium Pay***

Employees in Information Technology shall receive a premium of 5% of base compensation.

## COURT TIME/COURT SERVICE

1. ***Jury Duty***

An employee required to perform jury duty shall be permitted such leave time as is necessary to fulfill this obligation and shall be made whole for the difference between jury pay (excluding mileage reimbursement) and the wages they would have received if able to work their normal scheduled hours. This shall be done by MainePERS paying the employee their normal wages and the employee signing the jury duty pay over to MainePERS. If not required to serve on a given day, the employee shall report to work as soon as practicable after being released.

2. ***Appearance as a Witness***

An employee who is required to appear before a court or other adjudicatory body as a witness, in their official capacity as a MainePERS employee, shall be paid for any hours required, including necessary preparation time, waiting time and travel time. If not required to testify after appearing, the employee shall report to work as soon as practicable after being released.

If an employee is required to appear before a court or other adjudicatory body as a witness, in their official capacity as a MainePERS employee, on a scheduled paid vacation day or other approved paid day off, the employee shall be paid both regular pay and additional pay at their regular hourly rate for the hours so spent (including necessary preparation time, waiting time, and travel time), provided that it would not be onerous for the employee to reschedule the day off or impossible to reschedule the court appearance. If the day in question is a flex-time non-work day and rescheduling of the court appearance is impossible the employee shall, at MainePERS' discretion, either take an alternative flex-time non-work day or be paid both regular pay and additional pay, as above.

## DEFINED CONTRIBUTION

MainePERS agrees to transmit to the investments manager(s) of the Defined Contribution plan(s) deductions of the employees who participate in the Defined Contribution

plan(s) by payroll deduction as soon as practicable, but not later than ten (10) workdays after such deductions are made.

## DENTAL INSURANCE

MainePERS will pay one hundred percent (100%) of the employee premium and 100% of the dependent coverage premium of a dental insurance program for full-time employees. Premiums are pro-rated for part-time employees based on hours worked. The percentage of pro-ration is based on the percentage of a 40 hour per week position that the part-time employee is regularly scheduled to work.

The benefit levels of this program shall provide one hundred percent (100%) coverage for preventative care and eighty percent (80%) coverage for general service care.

## DEPENDENT CHILDREN POST-SECONDARY EDUCATION BENEFIT

In the event that an employee is killed during the performance of their job duties for MainePERS, MainePERS shall pay the tuition of the employee's dependent children (as defined by 5 MRSA § 17001) who are accepted as students through the normal admissions process to attend an accredited college, university, junior college or vocational technical institute, in an amount up to the cost of tuition at the University of Maine at Orono for a full-time Maine resident student, but not to exceed actual tuition. Each dependent child shall be eligible for this benefit for five (5) years from their first admission date to such an institution or until the requirements for a bachelor's degree or its equivalent has been met, whichever occurs first.

## EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) will exist to provide confidential assessment and referral services for MainePERS employees. The EAP is intended to aid MainePERS employees in cases where they are having personal problems of any nature. Services provided directly by the EAP shall be at no cost to employees.

## EMPLOYEE DEVELOPMENT & TRAINING

MainePERS will post or circulate information within MainePERS concerning career enhancement opportunities and training and development activities.

MainePERS provides training and development opportunities to employees that, in MainePERS' reasonable judgment, will be beneficial to MainePERS' operational needs, and fits within MainePERS budget guidelines.

## EMPLOYEE HEALTH COMMISSION

One Employee Health Commission member who is covered by a Collective Bargaining Agreement between MSEA and MainePERS may participate in the work of the Commission during work hours without loss of pay or benefits for up to 8 hours per month, provided that prior to leaving the work station to perform such duties the employee shall obtain the consent of their supervisor. If participation results in the need to work more than 40 hours in the workweek, then such time will be paid at straight time rates. Preparation for and participation in Employee Health Commission activities shall not be considered as hours counting toward overtime eligibility for which time- and-one-half rates would be payable.

## FAMILY AND MEDICAL LEAVE

The Parties acknowledge the rights of employees to leaves of absence for childbirth, adoption, and serious illness of the employee and/or the employee's family members, pursuant to the provisions of the Family and Medical Leave Act and the Maine Family Medical Leave Act. The Human Resources Manager shall provide employees, on request, with a comprehensive written explanation of employee rights under these statutes. In addition, when a member of an employee's immediate family (as defined in the ***Agreement Definitions*** Article) has a serious illness as defined under these Acts, the employee shall be entitled to leave under this Article, which shall be treated as if covered by these Acts.

In all leaves under this Article, MainePERS shall continue payment of the employer's share of insurance during such leave as required by the Family & Medical Leave Act. Any accrued paid leave time which could ordinarily be used for the purpose for which the FMLA leave is taken shall be used by an employee utilizing a FMLA leave, and the balance of such leave, if any, shall be unpaid.

## HEALTH INSURANCE

MainePERS will maintain either the State Employee Health Plan, with whatever terms that Plan provides, including any modifications that are from time to time made in that Plan by the State Employee Health Commission, or a plan with coverage and benefit levels equivalent to or better than levels provided through the State Employee Health Plan at the time of execution of this Agreement. When or if MainePERS decides to change to a different health plan, the union will be given reasonable notice so that the union has an opportunity to discuss the change.

For full-time employees, MainePERS shall pay a share of employee coverage as follows:

Beginning January 1, 2015 forward, MainePERS will pay a portion of employee and dependent coverage based upon the following:

(a) For full-time employees earning a base salary of $50,000 or less, MainePERS will pay ninety-five percent (95%) of the full cost of employee coverage and employees will pay the remaining five percent (5%) of the cost of this coverage. If an employee completes an annual health risk assessment survey, MainePERS will pay the full cost (100%) of the employee coverage.

(b) For full-time employees earning a base salary in excess of $50,000, MainePERS will pay ninety percent (90%) of the full cost of employee coverage and employees will pay the remaining ten percent (10%). Upon completion of an annual health risk assessment survey, an employee may have MainePERS pay ninety-five percent (95%) of the employee coverage with the employee paying the remaining five percent (5%).

(c) MainePERS shall pay not less than sixty-five (65%) of the selected dependent package for all full-time employees.

(d) For part-time employees, MainePERS shall pay toward the cost of the plan an amount that is prorated to that paid for employee coverage and selected dependent coverage for full-time employees. The percentage of pro-ration is based on the

percentage of a 40 hour per week position that the part-time employee is regularly scheduled to work.

The term "selected dependent package" means the two-person, adult-child, or family coverage as designated by the employee, subject to enrollment provisions.

For purposes of this section, an employee who holds a full-time position is a full-time employee even if that employee is temporarily unable to work or is temporarily working reduced hours.

For persons who retire from MainePERS, MainePERS will pay for health insurance after retirement in accordance with 5 MRSA §285(7).

## HOLIDAYS

1. ***Holidays Observed***

Employees shall be excused from work with pay for their regularly scheduled hours on the following holidays on the date that such holidays are officially observed provided that “officially observed” means that a holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday.

New Years’ Day
Martin Luther King, Jr. Day
President’s Day
Patriots Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. ***Work on a Holiday***

Employees who are eligible for overtime pay and required to work on a day observed as a MainePERS holiday will be paid at the time-and-a-half rate for any hours worked on the holiday plus regular holiday pay. If holiday work is optionally offered to and voluntarily accepted by an employee, the employee will be paid at the usual rate for actual hours worked on the holiday and an alternate day off during the same pay period will be provided for "holiday" observance.

An exempt employee, who is not eligible for overtime pay, shall receive no additional compensation for work which the employee voluntarily performs on a holiday. However, if such an exempt employee is required to work on a holiday, the employee shall receive an alternate day off at a time agreed upon by the employee and supervisor for "holiday" observance.

## LIFE INSURANCE

MainePERS will pay the full premium for each employee’s basic group life insurance coverage, except for those employees who decline to be covered.

## LONGEVITY BONUS

Employees with at least five (5) years but less than ten (10) years of continuous service with MainePERS shall receive longevity pay of a total of twenty cents ($.20) per hour of base compensation.

Employees with at least ten (10) years but less than fifteen (15) years of continuous service with MainePERS shall receive longevity pay of a total of twenty-five cents ($.25) per hour of base compensation.

Employees with at least fifteen (15) years of continuous service with MainePERS, but less than twenty (20) years, shall receive longevity pay of thirty cents ($.30) per hour of base compensation.

Employees with at least twenty (20) years but less than twenty-five (25) years of continuous service with MainePERS shall receive longevity pay of forty cents ($.40) per hour of base compensation.

Employees with at least twenty-five (25) years of continuous service with MainePERS shall receive longevity pay of fifty cents ($.50) per hour of base compensation.

For purposes of this Article, continuous service with MainePERS shall include State service performed by former State employees who have "Transferred Employee" status (as defined in the ***Agreement Definitions*** Article) and State service performed by former State employees who have moved or move directly from State service to employment at MainePERS by June 30, 1995.

For purposes of this Article, an authorized leave of absence of less than six (6) months shall not constitute a break in continuous service.

## LUNCH & REST BREAKS

1. ***Lunch Breaks***

(a) Generally, each employee will take at least one half (½) hour, but not more than one (1) hour, of unpaid lunch break each workday, at a time established by the employee's supervisor.

(b) In the event that an employee is required by their supervisor to work through the break, such time will be treated as paid work time.

(c) If an employee is excused from taking a lunch break or required to work through lunch, the employee may vary their usual time of arrival or departure if expressly authorized to do so by their supervisor.

2. ***Rest Breaks***

(a) Each employee shall be allowed two (2) paid rest breaks of fifteen (15) minutes each per eight (8) hour work day, one during the morning and one during the afternoon, at times coordinated with the employee's supervisor.

(b) An additional paid fifteen (15) minute rest break shall be provided after each two (2) hours of overtime work that follows directly upon the close of an employee's regular work day.

## OVERTIME

1. No overtime will be worked by any employee unless expressly authorized by MainePERS Management. It is understood that management has the right to schedule all overtime and to schedule work in a manner that will minimize overtime.

2. Employees who are non-exempt as defined by law shall be paid one and one half (1 ½) times the hourly rate of pay after actually working eight (8) hours in any day or after their regular scheduled hours, if greater, or after forty (40) hours of actual work in any workweek.

The above provisions shall apply to full-time employees working alternative compressed workweeks but shall not include other alternative work schedules such as flextime schedules or apply to part-time employees. Employees on alternative work schedules and part-time employees shall be eligible for overtime after forty (40) hours of actual work in any workweek. In lieu of being paid at one and one half (1 ½) times their normal hourly rate, employees may, upon mutual agreement with MainePERS, take compensating time at the rate of one and one-half (1 ½) hours of compensating time for each hour of overtime worked.

3. Time during which an employee is excused from work with pay under the ***Holidays*** Article of this agreement shall be considered as “time worked” for the purpose of computing overtime.

4. There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provisions of this agreement. With this limitation, however, the method of payment that gives the greatest amount will be used.

## OVERTIME ASSIGNMENTS

1. In classifications where employees are eligible for overtime pay, overtime work shall be offered to an employee from the appropriate work group in continuing rotation on the basis of seniority. Each employee shall be selected in turn according to their place on the seniority list by rotation.

2. An employee requesting to be skipped when it becomes their turn to work overtime shall not be rescheduled for overtime work until their name is reached again in orderly sequence and an appropriate notation shall be made on the overtime roster.

3. In the event no employee accepts required overtime work, MainePERS shall assign an employee from the appropriate work group to perform the overtime work by continuing rotation in inverse order of seniority. Employees who are unavailable, including employees who are on vacation, sick leave or other approved leaves of absence, and employees for whom the requirement of overtime work would cause undue hardship, shall be excused from a required overtime assignment. Employees so excused shall not lose their eligibility for overtime work within the then current rotation.

4. Work in progress, when appropriate, shall be completed by the employee performing the work at the time the determination is made that overtime is required except that an employee for whom the requirement of overtime work would cause undue hardship shall be excused from the overtime assignment.

5. An employee who performs work during a weekend shall be entitled to choose the portion of the weekend during which the work shall be performed, provided that the work product is not needed during that weekend, and provided that MainePERS' policies and requirements concerning employee safety and security are followed.

6. For purposes of this article, an employee shall not be entitled to an overtime assignment unless the employee has the qualifications, training and ability to productively and efficiently perform the specific work required and is not in their probation period.

## PAID FAMILY MEDICAL LEAVE

Maine Paid Family and Medical Leave (PFML) payroll withholding contributions begin on January 1, 2025. The contribution rate per employee of 1.0% of wages will be paid by MainePERS. Benefits are scheduled to become available on May 1, 2026. MainePERS and MSEA agree that either party may reopen the applicable portions of leave-related articles in this Agreement for the limited topic of addressing PFML.

## PERSONAL LEAVE

Each employee will have two eight hour personal leave days with pay during each calendar year. Employees who are not eligible for any form of overtime compensation shall receive in lieu thereof two (2) additional personal leave days per year, with pay, accrued as of January 1 of each year; provided, however, that employees who first become eligible for personal days under this Section on or after July 1 of any year shall receive only one (1) such day for that calendar year. Personal leave time is prorated for part-time employees. The percentage of pro-ration is based on the percentage of a 40 hour per week position that the part-time employee is regularly scheduled to work.

Personal leave days are to be workdays of the employee's choice to be taken in time increments of the employee's choice with advance notice to MainePERS and approval by MainePERS based on the operational needs of MainePERS. Personal leave days may not be carried into succeeding years and shall be forfeited if not taken.

## SALARY SCHEDULE PROGRESSION

Employees shall progress from step to step in salary grade on the basis of satisfactory job performance based upon established standards of performance. The employee's merit increase shall be effective as of the first day of the pay period in which the anniversary date falls.

## SECTION 125 REIMBURSEMENT ACCOUNTS

MainePERS will take the necessary steps to make "Section 125" Reimbursement Accounts for medical expense reimbursement and dependent care reimbursement available to all employees. Administrative fees will be paid by MainePERS.

## SICK LEAVE

1. ***Rate of Accrual for Full Time Employees***

Sick leave credit shall be earned from an employee's date of hire at the rate of 3.7 hours per completed two (2) week pay period for any period in which the employee has been in pay status for five (5) or more work days or forty (40) hours, whichever is greater.

For purposes of this Article, "hours in pay status" shall mean an employee's regularly scheduled hours.

Employees are allowed to use up to 24 hours of sick time before it is earned. In the event that an employee separates from employment with MainePERS with a negative balance, the amount owed will be recovered from the employee's final pay, to the extent permitted by law.

2. ***Rate of Accrual for Part Time Employees***

Sick leave credit shall be earned from an employee's date of hire at the rate of .369 hours of sick leave for each eight (8) hours in pay status per two (2) week pay period.

3. ***Accrual Cap***

A full-time employee may accumulate unused sick leave up to a maximum of nine hundred and sixty (960) hours.

A part-time employee may accumulate unused sick leave up to a maximum, equal to ten percent (10%) of 960 for each eight (8) hours in pay status per two-week pay period.

Accruals will cease whenever the maximum level is met and will resume whenever the balance is below the maximum. In the case of an extended illness of the employee or a member of the employee's immediate family (as defined in the ***Agreement Definitions*** Article), an employee who has exhausted their sick leave and who has previously ceased to accrue sick leave because of reaching the maximum accrual level may apply to the Manager of Human Resources to have additional sick leave. The Manager of Human Resources at their discretion may authorize use of all or any part of the sick leave which the employee would have accrued but for reaching the accrual limit.

4. ***Use of Sick Leave***

Sick leave may be used for illness, necessary medical or dental care or other disability of the employee or a member of the employee's immediate family (as defined in the ***Agreement Definitions*** Article) that requires the attention or presence of the employee.

MainePERS may require that the employee present evidence of the medical necessity for the use of sick leave, or a doctor's certification may be required for use of sick leave for three (3) or more consecutive work days or for repeated absences on days preceding or following holidays or weekends or planned vacation days or when operational planning needs require such certification.

Except when extraordinary circumstances exist, notice of absence must be given on or before the first day of absence.

5. ***Absence Without Pay for Illness or Injury***

In addition to the leaves available to employees under the Federal and Maine Family and Medical Leave Acts, MainePERS may, in its discretion, grant an unpaid leave of absence if, because of illness or injury, the employee is unable to perform the essential duties of their position. Denial of such a request for leave shall not be arbitrary, capricious or in bad faith. During any such leave MainePERS may from time to time require certification from the attending physician or a physician designated by MainePERS of the medical necessity for the absence. Certification by a physician designated by MainePERS shall be at MainePERS' expense.

6. ***Sick Leave Bank***

A sick leave bank may be established and administered by the employees or union with no use of employee work time to do so. The sick leave bank will not affect rates or terms of accrual or eligibility for leave status. Sick leave must be donated in no less than eight-hour increments and taken in four-hour or eight-hour increments.

MSEA shall indemnify, defend and hold MainePERS harmless against any and all claims, suits, orders or judgment against MainePERS as the result of any action taken or not taken by MainePERS from the direction of the Sick Leave Bank Committee under the provisions of this Article.

7. ***Reinstatement of Sick Leave***

A former MainePERS employee who is re-employed into a full-time position at MainePERS within sixty (60) days of separation from MainePERS will have previously accumulated and unused sick leave balance restored. Any employee returning from layoff shall also have their previously accumulated and unused sick leave restored.

## UNPAID LEAVES OF ABSENCE

An employee may apply for an unpaid personal leave of absence not to exceed twelve (12) months in duration. Such application shall be in writing to the Human Resources Manager and shall state the purpose of the leave and the requested duration. The Human Resources Manager shall have the discretion to approve or deny the leave as requested or as modified by discussion with the employee.

Any leave of absence granted pursuant to this Article may be canceled by MainePERS at any time for good reason upon prior written notice to the employee, specifying a reasonable date of termination of the leave and the reason for cancellation.

Except as otherwise may be agreed in writing between MSEA and MainePERS with regard to a particular situation, if an unpaid personal leave is approved the employee shall be entitled to return at the end of the leave to the position held prior to the leave or to a comparable position, with the seniority held at the time that the leave commenced; provided that if the employee's position is abolished while the employee is on leave, the employee shall be notified and shall have such rights as the employee may possess under the ***Layoffs & Recalls*** Article and the ***Calculating Seniority*** Article of this Agreement.

## VACATION

***Rate of Accrual***

Each full-time and part-time employee shall earn vacation with pay based on hours paid at the following rate:

0-5 years of service = .04625 per hour

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

5-10 years of service = .05775 per hour
10-15 years of service = .06925 per hour
15-20 years of service = .080875 per hour
20+ years of service = .092375 per hour

Hours paid is defined as hours, up to a maximum of 80 in any pay period, on regular pay, holiday pay, paid admin time, bereavement leave, sick leave, vacation, personal leave, parental leave, and overtime pay. Unpaid leave, on-call pay, vacation payout, and hours paid over 80 hours in a pay period are not considered hours paid.

Employees are allowed to use up to 24 hours of vacation time before it is earned. In the event that an employee separates from employment with MainePERS with a negative balance, the amount owed will be recovered from the employee's final pay to the extent permitted by law.

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

MainePERS will recall an employee to work from vacation leave only to meet genuine emergency operational needs.

Employees shall be paid a vacation advance, for vacation earned at the time of the advance, for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the pay day on which they want to receive payment.

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

Employees with less than fifteen (15) years of continuous MainePERS service shall be entitled to accumulate forty (40) days of unused vacation leave and shall at the discretion of the employee be compensated for accumulated unused vacation leave credits upon termination of MainePERS service. Employees with fifteen (15) years or more of continuous MainePERS service shall be entitled to accumulate fifty (50) days of unused vacation leave, and shall at the discretion of the employee be compensated for accumulated unused vacation leave credits upon termination of MainePERS service. Unused vacation days paid upon termination will be paid at the employee's rate of pay at the time of termination. The "years of service" at MainePERS requirement can be satisfied at any time during the calendar year in order to qualify for a higher accrual amount. Accruals will cease whenever the maximum level is met and will resume whenever the balance is below the maximum.

For the purposes of this Article references to MainePERS service and time worked for MainePERS are intended to include State service of employees transferred to MainePERS under the provisions of PL1993, C.410; Part L who continue to be employed by MainePERS, and periods of State service performed by employees who have moved directly from State service to employment at MainePERS and who have made this move by June 30, 1995.

# SECTION III: EMPLOYMENT ARTICLES

## BREAKING SENIORITY

An employee's seniority shall be broken if they:

(a) voluntarily resign;
(b) are discharged for just cause;
(c) are laid off and not recalled for work within one (1) year from date of layoff;
(d) fail to return to work or supply a satisfactory reason for not so reporting within five (5) working days of receiving notice of recall from layoff;
(e) fail to return to work upon completion of a leave of absence;
(f) accept a settlement of a Workers' Compensation case providing for permanent resignation from MainePERS employment (notwithstanding any provision in the Article on "***Calculating Seniority***").

## CALCULATING SENIORITY

1. Seniority will accrue for all bargaining unit employees, based on the following formula: one (1) point for each full month of full-time continuous service at MainePERS Seniority of part-time employees shall be computed on the basis of hours (exclusive of overtime hours) for which they have been compensated, with 173.3 hours equaling a month of service.

2. Employees shall be regarded as possessing seniority upon completion of their initial probationary period, retroactive to the date of hire.

3. Continuous service with MainePERS shall be broken only as provided in the Article titled ***Breaking Seniority***.

4. Employees shall continue to accrue seniority, for a maximum of one year in total, during any paid leave time and military leave and during any leaves occasioned by illness or injury for which the employee receives Parental Leave, Short-Term Disability, Workers' Compensation, or MainePERS disability.

5. Lists of employees by seniority in their current classifications within an organizational unit shall be posted on appropriate bulletin boards as soon as practicable after execution of this Agreement and shall be provided simultaneously to MSEA. These lists shall be updated from time to time as necessary.

6. For purposes of this Article, "MainePERS service" shall include periods of State service performed by "Transferred Employees" as defined in the ***Agreement Definitions*** Article.

"MainePERS service" shall also include periods of State service performed by employees who have moved directly from State service to employment at MainePERS and who made this move by June 30, 1995.

## DISCIPLINE

1. Employees (other than new employees during their probationary period) may not be disciplined without just cause.

2. Discipline shall mean one of the following: oral reprimand, written reprimand, suspension (with or without pay), demotion, or discharge.

3. In disciplining employees, the general principles of progressive discipline will be followed. "Progressive discipline" means that reprimands (oral and/or written) will be normally used to address less serious violations and performance problems prior to suspension, demotion or discharge. Discipline may consist of suspension, demotion or discharge, however, even for a first offense, if the underlying circumstances provide just cause for such discipline.

4. An employee will not be suspended, demoted or discharged without having first been provided with a written notice setting forth (a) the proposed disciplinary action and (b) the reasons for such action. Any employee receiving a notice of such proposed disciplinary action will have the opportunity to meet with the Chief Executive Officer (or designee) prior to the action taking place, with an MSEA representative if requested by the employee, provided, however, that an employee may be demoted or discharged prior to receiving the written notice provided by this section, and/or the opportunity to meet with the Chief Executive Officer (or designee), in instances of gross misconduct or where the Chief Executive Officer (or designee) determines that the employee's continued presence on the job would constitute a potential danger to persons or property or would significantly interfere with MainePERS operations or security. Such a meeting will be more than a mere formality and will be the employee's opportunity to rebut the allegations against him/her, provide mitigating information, and/or explain why the proposed disciplinary action should not be taken. MainePERS will take into consideration all statements and evidence provided by the employee in deciding whether to take the proposed disciplinary action.

5. An employee suspended without pay, demoted or discharged may initiate appeal of such disciplinary action at the Chief Executive Officer level of the ***Resolving Disputes, Grievance & Arbitration*** article of this agreement.

## EMPLOYEE DATA

So long as not prohibited by law, MainePERS shall furnish to MSEA monthly in a spreadsheet through a secure electronic portal the following information, as then available, for each new, terminated or current employee: name, address, date of hire, job title, job code, employee ID number, grade, step, bargaining unit, rehire date, termination date, termination reason. This does not apply to any non-bargaining employees.

MSEA shall indemnify, defend and hold MainePERS harmless from and against all demands, claims, suits, and judgments which may arise as a result of MainePERS furnishing such information to MSEA pursuant to this Article.

## EXPENSE REIMBURSEMENT

1. ***Mileage Allowance***

Employees shall be paid a per mile mileage allowance equal to the rate allowed as a

business expense deduction by the U.S. Internal Revenue Service for use of their personal vehicles on MainePERS business.

2. ***Lodging & Meal Expenses***

Employees in travel status in the performance of their duties shall be entitled to reimbursement for actual reasonable costs of lodging and/or meals, per the System Policy 3.2, Travel.

3. ***Estimated Travel Expenses***

Estimated travel expenses will be advanced to employees on request if the request is made at least five (5) days in advance of travel. Later requests will be accommodated if possible. Employees will report expenses and reimburse any unspent advance within three (3) days of return.

4. ***Telephone Expense***

An employee away from home overnight on MainePERS business shall have the right to one (1) telephone call of reasonable duration per night to their home, at MainePERS expense.

5. ***Education***

MainePERS shall pay permanent full-time employees fifty percent (50%) of the cost of tuition and pre-approved course-related fees and costs for job-related courses at institutions of higher learning, for post-secondary courses in pursuit of an associate's or a bachelor's degree and for educational requirements for professional performance standards or professional certifications deemed necessary by MainePERS for MainePERS positions, provided that prior written approval shall have been first obtained from the Human Resources Manager. Employees shall be reimbursed by MainePERS for the remaining fifty percent (50%) provided that the employee has met MainePERS' requirements for satisfactory completion of the course or performance standards or professional certification requirement. MainePERS reserves the right to condition its approval of such education in cases of unusually large financial support, on the employee's commitment either to remain in MainePERS' employ for an agreed period of time or to reimburse MainePERS in whole or in part for its outlay.

Additionally, if the employee does not successfully complete the course or does not meet the performance standards or the professional certification requirement, the employee will be required to reimburse MainePERS in whole for the fifty percent (50%) of the upfront cost that was dispersed to the employee.

Prior to MainePERS paying fifty percent (50%) of the upfront cost, the employee will be required to sign a payroll deduction authorization so that MainePERS can recoup the upfront costs in the event that the employee does not complete the course or meet the performance standards or professional certification requirement. The payroll deduction authorization shall authorize MainePERS to deduct no less than fifty dollars ($50.00) or the amount owed on a biweekly basis, whichever is less, until the amount owed is repaid.

In the event that the employee separates from employment with MainePERS, the full amount owed will be deducted from the employee's final pay, except to the extent prohibited by federal or state minimum wage law.

6. ***Assignment Out of State***

Where it is reasonably anticipated that an employee will be working out of state for more

than five (5) consecutive workdays with an intervening weekend without a work assignment, the employee may request in advance of the work that the Human Resources Manager approve the employee's return to Maine for the weekend and payment of travel costs necessary for the employee to return. This request will be approved if the travel costs necessary to return to Maine for the weekend are no greater than the costs (including pre-approved lodging costs and estimated meal costs) would be for MainePERS if the employee remained at the out of state posting for the weekend.

## EXTERNAL COMPLAINTS AND INVESTIGATIONS

1. This Article applies solely to complaints and/or allegations made by individuals not employed at MainePERS concerning possible misconduct by unit employees.

2. Such a complaint, if it is to be used as the basis for disciplinary action against an employee or referenced in an employee's personnel file, will be investigated by management, which may interview the complainant prior to notifying the employee of the complaint.

3. If after preliminary investigation, management concludes that the complaint is unjustified or not serious enough to warrant further action, the employee will be so informed in writing. If, however, management concludes that disciplinary action may be required, or that the complaint should be made a part of the employee's personnel file, management shall inform the employee and the employee's supervisor in writing of the nature of the investigation.

4. If management wishes to interview an employee who is the subject of such a complaint, and such an interview could result in discipline or discharge, the employee and MSEA shall be notified, in writing, at least two (2) working days prior to the interview, provided, however, that if the investigatory process would be impaired by such a delay, such notice as the circumstances permit will be given. The notice shall state the subject matter of the interview and the fact that an investigation is in progress. The employee shall have the right, if they wish, to have an MSEA representative present during the interview, and shall also have a reasonable opportunity, prior to the interview, to confer with an MSEA representative and/or MSEA attorney. Such an interview will be conducted at a reasonable time (when practicable while the employee is on duty) and shall take place at a suitable location (when practicable on MainePERS premises). The interview shall be limited to issues that relate specifically to the subject matter of the complaint.

5. No employee under investigation shall be required or requested to submit to any test or examination as a result of the complaint. A test or examination may be given if requested by the employee.

6. When the investigation has been completed, management shall promptly inform the employee in writing, within no more than five (5) working days, of any determinations that have been made.

7. If it is determined that the complaint was unjustified, no records concerning the complaint will be put in the employee's personnel file.

8. Confidentiality of investigatory information shall be maintained by those participating in the investigation or reviewing the results, unless necessary to clarify information disseminated by an employee who has been investigated.

9. Nothing in this Article shall affect the right of MainePERS immediately to suspend or dismiss an employee pursuant to other provisions of this Agreement, nor shall anything in this

Article affect the right of MainePERS to contact local, state or federal police or prosecuting authorities if MainePERS has reason to believe that an employee may have committed a crime.

## HOURS & WORK SCHEDULES

1. The basic work schedules and practices, including work schedules or practices peculiar to particular classes, in effect on the effective date of this Agreement, shall not be changed without the employer informing MSEA in writing twenty-one (21) days in advance of said change and, if requested, negotiating the impact of such changes on the affected employees.

Any request for negotiations by MSEA shall be submitted in writing no later than seven (7) days following MainePERS' written notice of the change. If the parties have not reached agreement on impact within the twenty-one (21) day period, the obligation to bargain on the impact of the change shall continue but MainePERS shall have the right to implement the intended change at that time.

2. MainePERS agrees to attempt in good faith to minimize employee work schedule changes to the extent practical, and to the extent practical, employees shall be scheduled in a manner that will not result in split shifts, split days off or frequent changes in work schedules.

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

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

5. Alternative work schedules, including job sharing, may be permitted within MainePERS' discretion.

## LAYOFFS & RECALLS

1. ***Layoffs***

   (a) If MainePERS determines that there will be a reduction in force, it shall determine the classification(s) from which employee(s) are to be laid off. The least senior person in the affected classification shall be laid off.

   (b) No employee other than a permanent employee shall perform work in a class while a permanent employee who is able to perform the duties of the position without having to be trained is on layoff, unless the laid off employee refused to work. Training required in this section does not include a situation in which minimal or refresher training would enable the employee to perform the duties of the position.

   (c) An employee who is laid off is entitled to the following benefits:

      i. Assistance in outplacement from a service or counselor of the employee's choice, at a cost to MainePERS of a maximum of $500.

ii. Continued payment by MainePERS of the MainePERS portion of health and dental coverage that the employee is receiving on the day the layoff notice is given for a period of ninety (90) days following the effective date of lay off or the date the employee terminates, whichever is sooner.

iii. Continued payment by MainePERS of the employee's salary that applies on the day the layoff notice is given for a period of ninety (90) days following the effective date of lay off or the date the employee terminates, whichever is sooner.

2. ***Notice of Layoff***

(a) Employees affected under section 1(A) above shall be given written notice of a pending layoff as soon as practicable but at least ten (10) workdays prior to the effective date of the layoff.

(b) Copies of any notices from MainePERS to employees under this provision shall be given simultaneously to MSEA.

3. ***Recalls***

(a) A layoff register shall be established for each class from which any employee has been laid off, transferred in lieu of layoff or demoted in lieu of layoff. Any vacancy occurring in that class shall be offered first to the employee on the layoff register who is the most senior employee who has previously held a position in the classification and who is able to perform the duties of the position without having to be trained. Training required in this section does not include a situation in which minimal or refresher training would enable the employee to perform the duties of the position.

(b) Any employee who refuses a recall to a position in the same classification from which the employee was laid off shall be removed from the layoff register and their seniority will be broken.

(c) Laid off employees shall have the right, as provided by COBRA, to continue their group health insurance coverage at their sole expense. Premiums are to be paid directly to the health insurance carrier. Failure to make payment shall result in cancellation of insurance with no conversion privileges.

## MAINTENANCE OF BENEFITS

During the duration of this Agreement, with respect to negotiable wages, hours and working conditions not otherwise covered by this Agreement, MainePERS shall make no changes in such wages, hours or working conditions as have in fact been in practice at MainePERS while an independent agency, without appropriate prior consultation and negotiation with MSEA, unless such change is made to comply with law, existing regulations, personnel rules, or policies and procedures.

## MILITARY LEAVE

MainePERS and MSEA acknowledge that employees who are members of the National Guard or other authorized State military or naval forces, or who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve, are entitled to a leave of absence during periods

of annual training not to exceed seventeen (17) calendar days in any federal fiscal year.

Employees absent on account of such military leave shall accrue sick and vacation leave and seniority during these periods of such annual training, and MainePERS shall pay these employees their normal wages for the period of the leave.

## NON-DISCRIMINATION

Neither MainePERS nor MSEA will discriminate against or harass any employee on the basis of race, sex, age, religion, national origin, physical or mental disability, activity for or against the MSEA, sexual orientation, marital status, or political beliefs or affiliations.

MainePERS will post a policy concerning sexual harassment, within sixty days of the signing of this Agreement that fully complies with state and federal requirements.

MSEA will support MainePERS' affirmative action programs as mandated by, or complying with, any applicable state or federal laws.

It is agreed that to the extent that a protection against discrimination or harassment provided by this Article is also provided by state and/or federal law, an employee alleging that such a right has been violated by MainePERS shall have the full opportunity to utilize the dispute resolution procedure provided by the Article titled ***Resolving Disputes, Grievance and Arbitration***, provided, however, that for any final adjudication of such a discrimination claim the employee shall have the option to seek redress either through arbitration under that Article or through exercise of any statutory legal remedy(ies), but not both.

## ON-CALL SCHEDULING

MainePERS Information Technology personnel may be scheduled for on-call assignments as necessary to meet business requirements. These periods of time will be scheduled in advance and require personnel to be available, in person and/or remotely depending on the particular incident, to assist in business situations requiring attention during non-business hours.

When scheduled for on-call assignments for the week day, weekend, or holiday nonbusiness hours, personnel are expected to remain within their normal commuting distance and remain prepared to conduct business as usual, as if reporting for duty during normal business hours.

Information Technology employees shall receive two (2) hours of straight time pay for each week day, weekend day or holiday when on stand-by status.

## OUTSIDE EMPLOYMENT

Employees may engage in other employment outside of their MainePERS working hours, including self-employment, so long as such employment does not involve a conflict with the fulfillment of their duties as a MainePERS employee, or a conflict of interest, or the appearance of a conflict of interest, with their MainePERS employment. For the purposes of this article, it is generally recognized that employment in the retail, food service and entertainment fields by employees of MainePERS would not involve a conflict of interest, or the appearance of a conflict of interest, with an employee's MainePERS employment. In addition, door-to-door sales of products other than financial or insurance related products are generally

recognized not to involve a conflict of interest, or the appearance of a conflict of interest, with an employee's MainePERS employment.

With respect to all other employment, or whenever it appears that outside employment in the retail, food service and entertainment fields might raise such concerns, the employee shall be responsible for requesting the determination of the Human Resources Manager or their designee that outside employment does not involve a conflict with the fulfillment of the employee's duties at MainePERS, or a conflict of interest, or the appearance of a conflict of interest, with the employee's MainePERS employment. Before commencing such outside employment, the employee shall submit a written request setting forth adequate details about the proposed outside employment. The Human Resources Manager or their designee shall respond with a determination in writing within three (3) working days. If the determination approves the outside employment, the determination shall specify any conditions thereon. An approval covers only the employment described by the employee. If the nature of the outside employment changes, the employee is required to immediately notify the Human Resources Manager or their designee, requesting a new determination. If the Human Resources Manager or their designee fails to respond within the three (3) working days, approval will be deemed to have been given.

## PERSONNEL FILES

1. ***Contents of Personnel File***

Each employee's personnel file shall contain all such items as defined in 26 MRSA 631, including among other things, all documents relating to commendations and performance appraisals and records.

2. ***Employee Access to Personnel File***

An employee, upon written request to, or with the agreement of, the Manager of Human Resources, shall be permitted to review their personnel file. Such review shall take place during normal MainePERS working hours, under MainePERS supervision. An employee may review their personnel file at reasonable times during their work hours, unless this would interfere with the employee's work obligations. An employee shall have the right to have placed in their personnel file a response of reasonable length to any item contained in it.

3. ***Copies***

An employee may request and receive copies (without cost) of items in their personnel file, provided this does not interfere with work obligations.

4. ***Copies of Information***

Copies of any material being placed in an employee's personnel file which has not been otherwise provided to the employee, or obtained from the employee, will be furnished to the employee at the time that it is placed in the personnel file.

5. ***Purging the File***

Upon request of the employee, records of reprimands shall be removed from the employee's file three (3) years after the date of the underlying occurrence, provided the employee has had no further disciplinary action since that date. Upon request of the employee, records of suspensions and disciplinary demotions shall be removed from their file five (5) years after the date of the underlying occurrence, provided the employee has had no further

disciplinary action since that date.

Records of reprimands shall be deemed to 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 suspensions and disciplinary demotions shall be deemed to be removed from the 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.

## PERSONNEL RULES

MainePERS may adopt or change personnel rules during the term of this Agreement but such adopted or changed rules shall not be inconsistent with the terms of this Agreement. Whenever such personnel rules are adopted or changed, they shall be posted for seven (7) days before they are to become effective, and a copy shall be forwarded to MSEA simultaneously with the posting. Upon request by MSEA, MainePERS will meet and consult with MSEA regarding the posted rules.

## POLICIES AND PROCEDURES

In the event of a conflict between the provisions of this Agreement and any MainePERS policies or procedures as may now exist or may be from time to time created or amended, the provisions of this Agreement shall govern.

## POSTING & FILLING POSITIONS

All job vacancies in the bargaining unit, except as indicated below, shall be posted for at least five (5) working days. Notice of vacancies shall include at least a job description, pay rate, required qualifications and procedures for applying. MainePERS may advertise for applicants for the position outside of MainePERS.

Any employee wishing to be considered for a posted position shall file a written, dated application with the Human Resources Manager in accordance with MainePERS requirements for such applications.

It is the parties' intent to encourage and facilitate career advancement of MainePERS employees. It is recognized that experience as a MainePERS employee can enhance the employee's candidacy as an applicant for a MainePERS position. It is also recognized that MainePERS has the right to hire applicants from outside of MainePERS. MainePERS will select the most qualified applicant. In selecting an individual for a posted position, MainePERS shall consider applicants' skills, abilities and qualifications. If, as between two or more applicants the above factors are equal, seniority shall be the determining factor.

At least two MainePERS employees meeting the minimum qualifications for the position who apply shall be offered the opportunity of an interview. When more than six applicants will be interviewed for a position, at least three MainePERS applicants meeting the minimum qualifications shall be offered an interview opportunity.

Upon promotion or lateral transfer an employee shall be entitled to return to their former position voluntarily within thirty (30) days of promotion or lateral transfer, unless the position has been filled or abolished or MainePERS has decided to keep the position vacant and MainePERS has informed an employee offered a position that the position they are leaving will

be held vacant.

An employee who is promoted to a position in a higher pay range shall be placed on the next step in the new range which is at least a five percent (5%) wage increase above the rate at which the employee was paid immediately prior to the promotion, not to exceed step 8. If an employee is within 30 days of a step increase from the effective date of the promotion, the 5% will be calculated on the next higher step.

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

## PROBATION AND EXTENSION OF PROBATION

The probation period for new employees in the bargaining unit shall be six (6) months and may be extended by MainePERS for up to an additional two (2) months.

The probation period for employees who have been promoted shall be three (3) months and may be extended by MainePERS for an additional three (3) months. The employee and MainePERS may agree to additional extension(s) of the probation period. During the three month period and any extension the employee may be removed from the position for inadequate performance of the duties of the position. On removal, if the employee desires and if the employee's former position has not been filled or abolished or MainePERS has not decided to keep the position vacant the employee may return to that position, except that if that position has been posted and/or advertised MainePERS may in its discretion allow the employee to return to that position.

## PROPERTY DAMAGE

Provided that the damage, destruction or theft of an employee's personal property, occurring in the performance of their MainePERS duties, is not the result of the employee's own fault or negligence, MainePERS shall reimburse the employee for any such personal property that is damaged, destroyed or stolen; provided, however, that there will be no reimbursement for amounts that are de minimus, or for objects of more than ordinary value.

## RESIGNATION

An employee may resign in good standing by giving written notice to their supervisor at least ten (10) working days in advance of the effective date of the resignation date unless otherwise agreed upon. An employee may, with the approval of their supervisor, withdraw their resignation for up to three (3) working days including the day notice was given. Denial of a request to withdraw resignation shall not be arbitrary, capricious, or in bad faith.

Except as permitted by the appropriate manager after notice of resignation is given, an employee shall not use vacation time during the required notice period.

## RESOLVING DISPUTES, GRIEVANCE & ARBITRATION

1. ***Intent of the Parties***

It is the intent of the parties to resolve disputes at the lowest hierarchical level possible, in the most informal manner possible, and with as much goodwill as possible, and thereby to

minimize the necessity for arbitrating disputes between the parties.

2. ***Definition***

(a) A "grievance" is a claim by an employee and/or the MSEA that MainePERS has violated this Agreement. This is not meant to include administrative matters under the Retirement Plan(s) and/or the Group Health Insurance Program and/or the MainePERS Disability or Group Life Insurance Program.

(b) "Day", for purposes of this Article, shall mean a normal MainePERS working day, excluding Saturdays, Sundays and Holidays.

(c) "Manager", for purposes of this Article, shall mean all MainePERS employees who are managers or directors or their superiors.

(d) "Agreement", for purposes of this Article, shall be interpreted to include such written side bar agreements and memoranda of agreement which the parties may from time to time enter into.

3. ***Dispute Resolution***

(a) Grievance to Supervisor. Consistent with the intent of the parties to resolve disputes at the lowest level with as much good will as possible, employees are encouraged to discuss informally any concern that could become a grievance with the individual whose action or inaction has given rise to the concern and/or with the employee's supervisor or manager who has the direct line authority to resolve the concern. In any event, if an employee desires to pursue a grievance under this Article, the employee and/or their representative shall, within fifteen (15) days of the date that the employee knew or should have known of the occurrence (or omission) giving rise to the grievance, file a written notice of grievance with their supervisor. Within ten (10) days after the written grievance has been filed, the employee's supervisor will meet with the employee and/or their representative to attempt to resolve the grievance. The employee and/or their representative shall identify the nature of the grievance, the specific provisions of the Agreement that are alleged to be violated, the basis for the belief that the Agreement has been violated and the proposed terms of resolution. The supervisor shall respond to the grievance in writing not later than ten (10) days from the date of the grievance meeting.

(b) Grievance to Chief Executive Officer. An appeal may be initiated at the Chief Executive Officer level as provided in Discipline, Paragraph 5 or otherwise may be taken as follows. If the supervisor fails to resolve the matter to the employee's satisfaction, and if the employee desires to pursue the grievance further, the employee or their representative shall, within fifteen (15) days of the date of receipt of the supervisor's response to the grievance, file a written notice of grievance with the Chief Executive Officer's designee. This writing will specify the specific provisions of the Agreement that are alleged to be violated, the basis for the belief that the Agreement has been violated and the proposed terms of resolution. The designee shall investigate the grievance and consult with appropriate MainePERS officials to determine the employer's response. The designee may meet with the employee and/or the employee's representative as part of the investigation. Within fifteen (15) days of the grievance notice, the designee shall provide the employee with the employer's written response.

(c) Alternative to Formal Written Grievance in Cases of Non-Selection. In the event that an employee believes that their non-selection for a position violated the Agreement, the

employee may, as an alternative to using the grievance process spelled out in Sections 3.B above, elect instead to meet with their supervisor, direct line manager or director, and the MainePERS Human Resources Manager to address the reasons for their non-selection and to attempt to develop a program that would address those concerns. Such a program may include in-house training, outside education and/or training approvals and financial support. The program must be consistent with MainePERS' responsibilities to other employees' training and development needs and with budget concerns.

4. ***Binding Arbitration***

(a) If a grievance has not been satisfactorily resolved during the process described in 3.B. above, the MSEA may submit the grievance to binding arbitration by submitting a written "Request for Arbitration" to the Labor Relations Connection (LRC) with a copy to the Chief Executive Officer (or designee), including a statement of the grievance to be arbitrated, the section(s) of the Agreement claimed to have been violated, and a statement of the remedy sought. Such a "Request for Arbitration" must be made within forty-two (42) days of receipt of the Chief Executive Officer's written decision. An arbitrator shall be selected through the LRC in accordance with its rules then in effect.

(b) The arbitrator shall have no authority to add to, subtract from or modify this Agreement.

(c) The decision of the arbitrator shall be final and binding on the MainePERS, and the MSEA and the employee(s) affected.

(d) All costs of arbitration, including the fees and expenses of the arbitrator, shall be divided equally between MainePERS and the MSEA, provided that each party shall bear the full expense of preparing and presenting its own case, including costs of counsel.

(e) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the LRC which are applicable to labor relations arbitration and which are in effect at the time of the proceedings. In the event of a dispute as to the arbitrability of an issue, the arbitrator shall make a preliminary determination on that subject. The arbitrator shall not consider more than one pending grievance dispute in any arbitration proceeding, except by the specific written agreement of the parties.

(f) In a grievance involving the discharge of an employee, the arbitration hearings shall be commenced within four (4) months of the filing of the request for arbitration with the LRC , and any subsequent hearing dates that are required will be scheduled at the earliest convenient opportunity of the arbitrator and the parties. In the event of a scheduling conflict, arbitration of grievances involving discharge shall have priority over all other pending grievance arbitration matters.

(g) In the event of an award of back pay, the arbitrator shall reduce the award by any unemployment compensation received by the employee during the back pay period and by any other money received from MainePERS by the employee in relation to the matter arbitrated.

(h) At least ten (10) days in advance of the arbitration hearing date, the parties will exchange lists of documents anticipated to be offered in evidence or relied upon by witnesses. If either party determines after this period that additional witnesses or documents

will be offered or relied on, that party will notify the other party as soon as the determination is made and not later than forty-eight (48) hours in advance of the hearing.

(i) At least fourteen (14) days in advance of the date set for the first arbitration hearing, the parties will make a good faith attempt to resolve the dispute.

5. ***General Provisions***

(a) Employees shall have the right to MSEA representation at any stage of the grievance process and MSEA shall have the exclusive right to represent employees during the process. When an employee elects to pursue a grievance without MSEA representation under sections 3 and 4 of this article, the MSEA shall have the right to attend any meetings and to receive copies of any written determinations. Only the MSEA shall have the authority to bring a matter to arbitration.

(b) In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or their representative meet the time limits or extensions thereof. Failure of an employee and/or representative to meet a prescribed time limit or extension thereof constitutes an abandonment of the grievance by the employee if MainePERS, in its response at that level, asserts the failure to meet the deadline as a defense. Failure of MainePERS 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. However, any of the time limits contained in this Article may be extended by specific mutual agreement of the parties in writing. The parties may also agree in writing to by-pass any steps of the grievance process.

(c) Grievances resolved at the level of the Chief Executive Officer, or at the arbitration level, and only such grievance resolutions, shall be deemed to have precedential effect, unless the MSEA or MainePERS specifically agree to the contrary in writing.

(d) MainePERS shall provide a grievant and/or the MSEA with the right to review and copy any documents or other physical material in its possession that pertain to the grievance.

(e) Unless specifically stated otherwise elsewhere in this Agreement, the grievance and arbitration process set forth in this article shall constitute the sole and exclusive forum for enforcement of this contract.

(f) An employee pressing a grievance and any employee witnesses shall not suffer any loss of pay or be required to charge leave credits if required to participate in a grievance or arbitration step pursuant to section 3 and 4 of this Article during such employee's normal working hours, provided, however, that this shall not apply to any time spent for paperwork, record-keeping, conferences among or with MSEA officials, or preparation for representation at a grievance or arbitration step and further provided that when such activity occurs outside of such employee's normal working hours, such time shall not be considered as time worked.

## RESPONSIBILITIES OF THE PARTIES

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

1. ***Exclusive Negotiations***.

MainePERS acknowledges its obligation not to 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 MainePERS to transmit their requests concerning terms and conditions of employment to MSEA.

2. ***Employees' Rights***.

MainePERS and MSEA acknowledge their obligations not to interfere, intimidate, restrain, coerce or discriminate against any employee as a result of the exercise of their statutory rights related to membership in MSEA or any other right granted under the Municipal Public Employees Labor Relations Law.

3. ***Fair Representation***.

MSEA acknowledges its statutory responsibility to represent and handle grievances for all employees in the bargaining unit. MainePERS shall not be responsible for actions taken or not taken by MSEA with respect to its responsibility to provide fair representation.

4. ***Efficient Public Service***.

MainePERS and MSEA acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of MainePERS involving employees. The parties acknowledge the responsibility of employees to perform the duties assigned to them in an efficient and expeditious manner. The parties further acknowledge the responsibility of MainePERS to promote a working environment and a quality of work life conducive to achievement of these goals.

## SEVERABILITY

The parties agree to interpret this Agreement in a manner that is consistent with Maine and federal law.

If any provision of this Agreement is determined to be in conflict with such law, either by agreement of the parties or by final decision of an arbitrator or other competent tribunal, that provision shall be deemed invalid, but such invalidity shall not affect the validity of the remaining provisions of the Agreement, which shall continue in full force and effect.

In the event of a determination of invalidity, upon request in writing of either party, the parties shall meet to negotiate a substitute for such provision.

## SUBCONTRACTING

MainePERS shall not contract out work normally performed by employees in the unit so long as any unit member listed on a MainePERS layoff register meets, without further training or education, the minimum qualifications to perform the work and is capable of performing the work. Training required in this section does not include a situation in which minimal or refresher training would enable the employee to perform the duties of the position.

## TELEWORK

An employee may request to telework by submitting a request in writing, which shall include electronically, in accordance with MainePERS' telework policy.

The requested telework may be approved, denied, or modified consistent with MainePERS' policy. If the employee is not satisfied with the initial determination in response to their telework request, and the MainePERS' policy does not expressly provide for an appeal process, then the employee can request reconsideration by the appointing authority or designee, solely on the basis that the initial determination is contrary to the express terms of the policy, by submitting a request for reconsideration in writing within five (5) workdays of receiving the initial determination. The appointing authority or designee shall review the request for reconsideration and reach their own determination, within thirty (30) workdays, on whether the request can be approved as is, approved in a modified form, or cannot be approved. The appointing authority or designee shall notify the employee in writing, which shall include electronically, as soon as their determination is reached. The decision of the appointing authority or designee charged by policy with rendering the decision on appeal, shall be final and not subject to the ***Grievance Procedure*** article of this Agreement.

An employee who has had a telework request denied may not again request to telework unless their circumstances have materially changed.

Employees who telework must comply with the provisions of the MainePERS' teleworking policy

## TEMPORARY ASSIGNMENTS

When an employee is assigned temporarily to a job in a higher pay grade for a period of five (5) days or their regular work week, whichever is less, the employee shall be paid retroactively from the initial date of the temporary transfer for the duration of the temporary assignment, at a rate which is 6% higher than the rate at which the employee was paid immediately prior to the temporary assignment; provided, however, that if the employee continues to perform the temporary assignment for more than thirty (30) days, the employee shall thereafter be paid at a rate which is six percent (6%) higher than the rate at which the employee was paid immediately prior to the temporary assignment or at the lowest step in the pay range of the temporary assignment position, whichever is greater. If while in the temporary assignment position the employee becomes eligible for a merit increase in their regular position and is awarded the increase, the employee's rate of pay in the temporary assignment position will be increased to 6% above the employee's new rate of pay in their regular position or, if after the thirty (30) days noted above, to the lowest step in the pay range of the temporary assignment position, whichever is greater. In no event may an employee acquire any status in a higher classification as a result of a temporary assignment. Temporary assignments shall not be made in an arbitrary or capricious manner or in bad faith. Employees shall not be rotated in temporary assignments in an arbitrary or capricious manner or in bad faith in order to avoid payment of temporary assignment pay.

A person from outside the bargaining unit in a temporary assignment to a bargaining unit position may remain in such an assignment for no longer than one year. For existing temporary assignments, the year will commence upon signing of the collective bargaining agreement.

This Article may not be used by MainePERS in lieu of fulfilling its obligations pursuant to

the ***Personnel Rules***, ***Classifications,*** or ***Calculating Seniority*** Articles of this Agreement.

## WELLNESS

Employees will be reimbursed up to three hundred dollars ($300) per year for participation in an eligible wellness program. Eligible wellness programs are gym memberships, physical fitness activities, behavioral-based weight management programs, stress management programs, and other similar programs that are not covered by other incentive programs and are approved by Human Resources as appropriate to maintain or improve an employee's wellness. Prior approval should be obtained to determine if a program qualifies for reimbursement. The reimbursement period will run from January 1 to December 31 of any calendar year. Requests for reimbursement must be submitted by June 30 of the following year to be considered.

## WORK STOPPAGES & SLOWDOWNS

The MSEA, its officers and the bargaining unit employees shall not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage or slowdown.

"Work stoppage" means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees. The officers of MSEA, at all levels individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this Article, including remaining at work during any interruption or slowdown of work which may take place.

The parties acknowledge that engaging in work stoppage or slowdown or strike is a violation of Maine law (26 MRSA §964(2)(C)(1), (2), and (3)).

# SECTION IV: PHYSICAL WORK ENVIRONMENT

## HEALTH & SAFETY

The parties acknowledge MainePERS' obligations to provide a safe and healthful workplace under all applicable federal and state health and safety laws. Upon request by an employee, MainePERS shall provide the employee with any safety-related equipment that is reasonably required for safe and healthful performance of the employee's duties.

In the interests of maintaining a safe and healthful workplace, **effective June 1, 2007**, no employee is permitted to smoke on MainePERS premises, including without limitation in parking areas or facilities maintained by MainePERS.

## VDT OPERATORS

Employees who spend more than eighty percent (80%) of their work time at VDT screens shall be required to have no less than a bi-annual eye examination by an ophthalmologist or optometrist and submit proof of same to the Human Resources Manager. Current employees in this status who have not had such an examination within the past twenty-four (24) months shall be required to do so within sixty (60) days of the effective date of this Agreement. MainePERS shall pay the cost of any portion of these examinations not payable by another third party funding source, upon presentation of appropriate documentation to the Human Resources Manager.

All new employees who will be spending eighty percent (80%) of their work time at VDT screens should also obtain an eye examination within 90 days of hire, with the same payment provisions specified above.

Any employee who is required as a result of such eye examination to purchase new or replacement lenses, contact lenses, and/or computer glasses will be reimbursed up to five hundred dollars ($500) no more than biannually of the cost by MainePERS upon presentation of satisfactory proof of the medical necessity of the purchase and proof of the purchase itself. The reimbursement period will run from January 1 to December 31 of any calendar year beginning January 1, 2019.

## VEHICLES AND EQUIPMENT

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

2. All employees shall be provided such equipment, supplies and tools as are reasonably necessary for their jobs.

# SECTION V: UNION ACTIVITY

## ACCESS TO EMPLOYEES

As of September 19, 2019, the effective date of P.L. 2019, ch. 389 (the Access Act), MSEA shall have access to new employees and to employees covered by this Agreement solely under and as provided by the terms of the Access Act.

## BULLETIN BOARDS

MainePERS will provide MSEA with bulletin board space, in the lunch room, for the purpose of posting bulletins, notices and other materials. MSEA shall post materials only on this bulletin board and nowhere else on MainePERS property.

MSEA will not post any material which is profane, obscene or defamatory to MainePERS, its representatives or any individual, or which constitutes campaign material between competing employee organizations which would violate any obligation of neutrality by MainePERS. MSEA is solely responsible for the accuracy and ethical standards of any materials posted.

MainePERS reserves the right to remove any material which it believes in good faith is in violation of this Article.

## DUES DEDUCTION

1. MainePERS agrees to deduct MSEA membership dues and insurance premiums from the pay of employees who individually request in writing that such deductions be made. Such written authorization shall contain the employee's name and employee ID number and shall be signed by the employee, in such form as is agreed by MainePERS and MSEA. When MainePERS' payroll clerk receives such a written authorization form from an employee, a copy of the form shall be promptly sent to MSEA. Employees who already have a dues deduction request on file with MainePERS when this Agreement becomes effective shall not be required to file a new request.

Employees may eliminate payroll deduction for MSEA-SEIU dues with written notice to MainePERS and MSEA. Once notified in writing by MSEA that dues deduction may cease for the employee, MainePERS will cease the payroll deduction.

2. Any change in the amounts to be deducted shall be certified in writing by the Treasurer of MSEA to the Chief Executive Officer of MainePERS at least thirty (30) days in advance of the change.

3. The aggregate deduction of all employees shall be submitted to MSEA by MainePERS, accompanied by a list of the employees from whose checks deductions have been made and the amount of each such deduction, as soon as practicable but not later than ten (10) workdays after the deductions are made.

4. MSEA shall indemnify, defend and hold MainePERS harmless against any and all claims, suits, orders or judgment against MainePERS as the result of any action taken or not taken by MainePERS under the provisions of this Article.

5. MainePERS shall make no dues deductions for any labor organization other than the MSEA.

## MSEA MEMBERSHIP INFORMATION

### 1. *MSEA Membership Packets*

When an employee is newly hired into a bargaining unit position, MainePERS shall provide the employee with an MSEA-supplied membership packet. MSEA shall be solely responsible for the material contained therein, which shall conform to the standards set forth in the "***Bulletin Boards***" Article of this Agreement.

### 2. *Information to MSEA*

On a monthly basis, MainePERS shall supply the MSEA with the following information, in a spreadsheet through a secure electronic portal, concerning each new, terminated or current employees: name, address, date of hire, job title, job code, employee ID number, grade, step, bargaining unit, rehire date, termination date, termination reason. This does not apply to any non-bargaining employees.

MainePERS shall also notify MSEA on a monthly basis of the same information concerning any employee coming under coverage of this Agreement due to a change of status.

### 3. *Indemnification*

MSEA shall indemnify, defend and hold MainePERS harmless against any and all claims, suits, orders or judgments brought or issued against MainePERS as a result of any actions taken or not taken by MainePERS pursuant to the provisions of this Article.

## MSEA ORGANIZATION LEAVE

### 1. *MSEA Activities*

MainePERS shall provide Employee Organization Leave, without loss of pay or benefits, to one (1) MainePERS employee (system-wide) who is a member or an officer of the MSEA Board of Directors, to attend a maximum of one (1) one-day meeting per month of the Board of Directors.

MainePERS shall also provide two (2) such leave days, without loss of pay or benefits, for each of up to two (2) MainePERS employees (system-wide) who have an official MSEA capacity, to attend the MSEA annual convention. MSEA shall provide MainePERS with at least a two (2) week notice of the names of employees who will receive the leave provided under this Section.

### 2. *Negotiating Leave*

Up to five (5) members of the MSEA bargaining team consisting of three (3) members from the Administrative Services Bargaining Unit and two (2) members from the Professional and Technical Services Bargaining Unit and the MSEA President or Vice President if either is an employee of MainePERS shall suffer no loss of pay or benefits for participation in negotiations for a successor Agreement. If more than one (1) bargaining team member comes from the following departments or units: Accounting & Finance, Communications, Disability, Document Center, Employer Services, Information Technology, Reception, Support Services, or

Survivor Services, or if more than two (2) bargaining team members come from Retirement Services and more than one (1) of these two comes from any distinct unit within Retirement Services, then the parties will schedule negotiations so as not to interfere with MainePERS operations, including if necessary scheduling negotiations so as not to occur during MainePERS business hours. Additionally, leave may be requested for other employees who have specific expertise or experience which cannot reasonably be imparted to another bargaining team member, for participation on specific negotiation issues.

MSEA shall give reasonable notice to MainePERS of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA recognizes that business circumstances might reasonably preclude the release of an employee on a particular day. MainePERS will notify the appropriate supervisors of those employees designated or otherwise requested to be made available on particular dates for participation in negotiations and will inform those supervisors of the day, or days, when negotiations will take place.

Negotiations which extend or take place outside an employee's normal work hours will not be compensated. Preparation time for negotiations will not be paid time and will not take place during work hours, except that up to one (1) hour of work time per week may be used for such purpose (but shall not be paid) if required during the period of negotiations.

If preparation for or participation in negotiations results in the need to work more than 40 hours in the workweek, then such time will be paid at straight time rates. Preparation for and participation in negotiations shall not be considered as hours counting toward overtime eligibility for which time-and-one-half rates would be payable.

### 3. *Stewards*

The Union may designate a reasonable number of employees to act as stewards on its behalf. A list of employees designated as stewards shall be given to the Human Resources Manager. Stewards shall be permitted a reasonable amount of work time without loss of pay or benefits to investigate and process grievances, provided that prior to leaving their work station to perform such duties a steward shall obtain the consent of their supervisor. If operational considerations or workloads temporarily delay the release of a steward to attend to proper duties under this Article, the steward shall be released for such purposes as soon as practicable. Whenever a steward works on union business before or after their normal work day, such time shall not be considered as time worked for compensation or overtime purposes. Any travel or other expenses associated with stewards' activities shall not be borne by MainePERS.

### 4. *Leave for Other Organization Business*

MainePERS shall not be responsible for paying for travel time associated with MSEA activities, except as such time might be within the leave time authorized under Section 1 of this Article and leave time under Section 2 of this Article for negotiations held at other than MSEA headquarters or MainePERS offices.

### 5. *MSEA Grievance Committee*

The Grievance Committee shall be comprised of a total of four (4) members, two (2) members from the Professional and Technical Services Bargaining Unit and two (2) members from the Administrative Services Bargaining Unit. For grievances involving an Administrative Services Bargaining Unit member, two (2) members from the Administrative Services bargaining Unit and one (1) member from the Professional and Technical Services Bargaining

Unit shall be seated to hear the grievance. For grievances involving a Professional and Technical Services Unit member, two (2) members from the Professional and Technical Services Bargaining Unit and one (1) member from the Administrative Services Bargaining Unit shall be seated to hear the grievance. The Grievance Committee members shall be entitled to leave without loss of pay or benefits for up to one (1) day per month to attend a meeting of the MSEA grievance committee when the committee is considering a grievance by a MainePERS employee. If MainePERS operational needs dictate that a particular bargaining unit member cannot be released, another bargaining unit member shall be released in their place.

6. ***Steward Training***

MainePERS shall provide, in the aggregate to be divided among all the stewards in whatever manner the chapter sees fit, up to twenty-four (24) hours of leave per year without loss of pay or benefits for chapter participation in official MSEA sponsored steward training. Prior to leaving their work station to perform such duties the employee shall obtain the consent of their supervisor. If participation results in the need to work more than 40 hours in the workweek, then such time will be paid at straight time rates. Preparation for and participation in steward training shall not be considered as hours counting toward overtime eligibility for which time-and-one-half rates would be payable.

## MSEA RETIREMENT HANDBOOK

MainePERS and MSEA mutually encourage employees making application for retirement, or considering retirement, to contact the MSEA for a copy of the MSEA retirement handbook.

## UNION RECOGNITION

Pursuant to the Maine Public Employees Labor Relations Act, the Maine Public Employees Retirement System (MainePERS) recognizes the Maine State Employees Association (MSEA) as the sole and exclusive representative for all “employees” (as defined by the statute) included in the bargaining unit, for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment.

“Temporary employees” (obtained from “temporary employment agencies”), “project employees” (MainePERS employees hired to work on a specific task or tasks, to be completed within a specified time), “acting capacity” employees, and any other “temporary, seasonal and on-call employees”, as defined by statute, if any, shall not be considered to be “bargaining unit employees” and shall not be covered by any of the provisions of this Agreement.

Part-time employees will be covered by the provisions of the Agreement after completion of six (6) consecutive months of service, except that the “just cause” requirement for discipline (under the ***Discipline*** Article) shall not apply until the employee has completed 1,040 compensated hours (exclusive of overtime hours) or the employee has successfully completed probation, whichever is later.

## USE OF MainePERS FACILITIES

As of September 19, 2019, the effective date of P.L. 2019, ch. 389 (the Access Act), MSEA shall have access to new employees/facilities and to employees covered by this Agreement solely under and as provided by the terms of the Access Act.

MAINE PUBLIC EMPLOYEES
RETIREMENT SYSTEM

Michael J. Colleran
Chief Operating Officer and General
Counsel

Date: 12/26/24

MAINE STATE EMPLOYEES
ASSOCIATION

Robin Upton-Sukeforth
Field Representative

Date: 12-23-2024

23 Dec 2024
George Boff, President

Date: