

# **AGREEMENT**

**between**

**STATE OF MAINE**

**and**

**MAINE SERVICE  
EMPLOYEES ASSOCIATION  
SEIU LOCAL 1989**



**SUPERVISORY SERVICES  
BARGAINING UNIT**

**2019-2021**

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DRAFT

## **PREAMBLE**

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

Therefore, this Agreement by and between the parties is entered into as of August 1, 2019.

DRAFT

## ARTICLE 1. UNION RECOGNITION

Pursuant to the Maine Labor Relations Board certification dated September 7, 1977, the State recognizes the Maine Service Employees Association (MSEA-SEIU) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all employees included in the Supervisory Services Bargaining Unit.

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

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

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

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

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

Nothing in this Article shall be interpreted as removing any rights or benefits of temporary, intermittent, project or seasonal employees provided under Title 5, M.R.S.A., Section 553-A and 559, Public Law 667, 1978, or any other provision of law or rule.

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

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

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

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

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

## **ARTICLE 3. ACTING CAPACITY**

### **1. Temporary Assignments**

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

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

Reclassifications, or the filling of a vacancy pursuant to the Personnel Rules and the Seniority Article.

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

A seasonal employee who accepts a temporary or acting capacity assignment during his or her off season shall be eligible to accrue vacation, sick leave, and holiday benefits upon appointment to the temporary or acting capacity assignment. In this case, the vacation accrual rate will be consistent with the permanent seasonal position, making any appropriate adjustment for part-time versus full-time hours. Full-time seasonal employees shall accrue no more than the hours of sick leave provided to full-time employees under the Sick Leave article, pro-rated for part-time employees.

## **ARTICLE 4. APPROVAL OF LEGISLATURE**

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

## **ARTICLE 5. BEREAVEMENT LEAVE**

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

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

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

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

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

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

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

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

**ARTICLE 6. BULLETIN BOARDS**

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

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

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

## **ARTICLE 7. CHILD CARE**

### **Pilot for Child Care Reimbursement for 2019 to be Processed in 2020**

A Labor/Management committee comprised of one (1) representative for each participating bargaining unit appointed by the respective bargaining agent and an equal number of management members appointed by the Governor shall be established to develop a Child Care Reimbursement Pilot Program for the 2019 child care reimbursement applications to be submitted and processed in 2020. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

The Child Care Reimbursement Pilot Program is intended to be based on employee salary, without requiring tax documents. The pilot shall not decrease maximum income amounts or maximum reimbursement amounts identified in the process below but may result in increased eligibility and participation. A recommended pilot program shall be submitted to the Governor or her designee for final approval, and if approved, may be implemented for the applications to be processed in 2020. If the parties do not agree on one recommended pilot program to be submitted to the Governor, multiple options may be submitted for final approval.

Once the processing period for 2020 has been completed, the committee shall meet to review the process and make a recommendation or recommendations to the Governor or her designee to (a) continue the process as created for 2021; (b) make improvements to the process and run another pilot in 2021; or (c) end the pilot and revert back to the process below for 2021.

The parties agree that the Labor/Management committee does not have the authority to change the contractual process beyond the scope of a pilot program for 2020 and/or 2021 and that any permanent changes must be negotiated in a successor contract.

### **Child Care Reimbursement Process**

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

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

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

**C.** Employees whose wages, tips, and other compensation from their W-2s and whose adjusted gross family income is less than \$30,300 for the previous calendar year shall be eligible for reimbursement not to exceed one thousand three hundred dollars (\$1,300.00). Employees whose wages, tips, and other compensation from their W-2s and whose adjusted gross family income is less than \$35,710 but more than \$30,300 for the previous calendar year shall be eligible for reimbursement not to exceed one thousand dollars (\$1,000.00). Employees whose wages, tips, and other compensation from their W-2s and whose adjusted gross family income is less than \$41,121 but more than \$35,710 for the previous calendar year shall be eligible for reimbursement not to exceed seven hundred dollars (\$700.00).

<b>Both Wages, Tips and other Compensation from W-2s and Adjusted Gross Family Income from IRS Tax Return in Previous Calendar Year</b>	<b>Maximum Reimbursement Amount</b>
Less than \$30,300	\$1,300
\$30,300 to less than \$35,710	\$1,000
\$35,710 to less than \$41,121	\$ 700

**D.** In families with both parents working for the State, only one parent may apply for the Child Care Reimbursement.

**ARTICLE 8. CHILDBEARING AND ADOPTION LEAVE**

Paid parental leave for childbearing and adoption shall be granted to an employee with pay for their regularly scheduled hours during a period of time not to exceed fourteen (14) calendar days, 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 one (1) year inclusive of any period of disability covered under the Sick Leave Article and the paid parental leave described above. Employees shall have the option of using accumulated compensating time, vacation time and/or personal leave during such period. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of compensating time or annual leave, retention of insurance benefits shall be at the employee's expense.

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

## **ARTICLE 9. COMPENSATING TIME**

### **A. Non-Law Enforcement Employees**

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

Upon mutual agreement between an employee and an agency and with approval of the Commissioner or a designee, an agency may at any time pay an employee for up to two hundred forty (240) hours of that employee's accumulated compensating time. Such payment shall be made at the employee's hourly rate of pay in effect at the time of payment.

### **Seasonal Employees at ACF, DMR and IF&W**

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

### **B. Law Enforcement Employees**

The maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours.

The following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement within the fourteen (14) day pay period.
2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next fourteen (14) day pay period.
3. If it cannot be scheduled by management, it shall be paid.

Upon mutual agreement, an agency may at any time pay an employee up to two hundred forty (240) hours of that employee's accumulated time. Such payment shall be made at the employee's hourly rate of pay in effect at the time of payment.

## **ARTICLE 10. COMPENSATION**

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

1. Effective with the start of the pay week commencing closest to September 1, 2019, employees shall be provided an across-the-board salary increase of three percent (3%) added to the base hourly rate, rounded to the nearest cent. Salary schedules shall be increased accordingly.

2. Effective with the start of the pay week commencing closest to December 31, 2020, salary schedules shall be adjusted by dropping the first step and adding a new last step which is four percent (4%) higher than the previous step. Employees will remain on their current step and receive the new pay assigned to that step.

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

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

## **C. Retirement Contribution**

1. The State shall, as permitted by 5 M.R.S.A. §17702 §§5 and 6, pay its cost of the 6.5% or 7.5% retirement contribution for employees in the bargaining unit who are covered under special Law Enforcement retirement plans.

Those classifications eligible for this benefit are:

Baxter Park Enforcement Ranger  
Baxter Park Ranger III  
Baxter Park Supervisor Ranger  
Capitol Police Lieutenant  
Capitol Police Sergeant  
District Forest Ranger  
Fire Investigations Supervisor  
Game Warden Lieutenant  
Game Warden Pilot Supervisor  
Game Warden Sergeant  
Marine Patrol Lieutenant  
Marine Patrol Pilot Supervisor  
Marine Patrol Sergeant  
Public Safety Inspector III  
Public Safety Lic/Inspector Supervisor  
Ranger Pilot Supervisor  
Regional Forest Ranger  
State Police Lieutenant

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

Chief Correctional Firearms Instructor  
Chief of Security

Chief Motor Vehicle Detective  
Correctional Captain  
Correctional Food Service Manager  
Correctional Industries Manager  
Correctional Laundry Supervisor II  
Correctional Lieutenant  
Correctional Programs Manager  
Correctional Warehouse Superintendent  
Corrections Unit Manager  
Director of Security  
Juvenile Facility Operations Supervisor  
Juvenile Program Manager  
Oil & Hazardous Material Responder III  
Senior Motor Vehicle Detective

#### **D. Salary Schedule Progression**

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

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

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

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

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

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

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

3. A decision of an Agency Appeals Board shall be final and binding, subject to appeal to the Director of Human Resources on the following grounds only: that the decision of the Agency Appeals Board was based upon clearly erroneous findings of fact

or upon erroneous application of performance standards. An employee and/or his or her union representative may appeal the Board's decision by filing a written notice of appeal with the Director of Human Resources within fifteen (15) workdays of the date the employee and the union receive the decision. The Director of Human Resources shall hear and decide the appeal within thirty (30) days of the date of the appeal.

#### **E. Non-Standard Workweek**

1. Classifications listed in Section 3 which meet the following criteria shall be designated as non-standard.

- a. Positions in a classification have been determined by the Bureau of Human Resources to be exempt for overtime compensation from the Fair Labor Standards Act.
- b. Employees are required by working conditions to work a variable workweek in excess of forty (40) hours; and
- c. Employees' workweeks are irregular and work hours cannot be scheduled or determined except by the employee.

2. Employees in a classification which is designated as non-standard shall be compensated at a rate of sixteen percent (16%) above the basic rates in their salary grades, except that any position that is found by the Bureau of Human Resources not to be exempt from the Fair Labor Standards Act for overtime compensation purposes shall not be designated non-standard.

3. The following classes are designated as meeting the above criteria:

Baxter Park Enforcement Ranger  
Baxter Park Maintenance and Transportation Supervisor  
Baxter Park Senior Field Supervisor  
Baxter Park Supervisor Ranger  
Capitol Police Lieutenant  
Chief Motor Vehicle Detective  
District Forest Ranger  
Driver License Examiner II  
Fire Investigations Supervisor  
Game Warden Lieutenant  
Game Warden Pilot Supervisor  
Game Warden Sergeant  
Highway District Manager  
Marine Patrol Lieutenant  
Marine Patrol Pilot Supervisor  
Marine Patrol Sergeant  
Ranger Pilot Supervisor  
Regional Forest Ranger  
Senior Motor Vehicle Detective  
State Police Lieutenant  
Transportation Operation Manager

4. The following classes receive non-standard pay for twenty-six (26) weeks of the year/season that meet the above criteria and are overtime eligible for the remaining twenty-six (26) weeks of the year:

Park Manager II  
Park Manager III  
Park Manager IV

#### **F. Call Out**

Any employee who is eligible for overtime who is called out for work outside of and not continuous with his/her regular hours will be paid a minimum of four (4) hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. Any additional call outs occurring within the same four (4) hour period shall be compensated for actual time worked at the appropriate rate. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of his/her workday or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday.

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

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

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

#### **G. Overtime**

1. Excepting employees designated as non-standard, full-time employees in pay ranges 01 through 21 shall be paid one and one-half (1½) times the regular hourly rate of pay after actually working eight (8) hours in any day, or after their regular scheduled hours if greater, or forty (40) hours of actual work in any workweek.

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

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

Scheduled Workday	Overtime Begins After
8.5 hours/8.8 hours	8 hours
12.33 hours	11.43 hours
10.63 hours/11 hours	10 hours
12.25 hours	11.43 hours
12.57 hours	11.42 hours

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

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

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

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

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

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

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

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

District Forest Ranger  
Regional Forest Ranger  
Ranger Pilot Supervisor  
Aircraft Mechanic Supervisor  
Resource Administrator

**11.** Department of Transportation Ferry Crews will be assigned to work eighty (80) hours in the bi-weekly pay period. Employees in the Ferry Captain classification will be paid straight time for all hours worked beyond eighty (80) hours of actual work.

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

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

**14.** In the Maine Warden Service, once a special detail overtime opportunity has been offered on a state-wide basis and has not been accepted by any Game Warden, it will be offered to available Game Warden Sergeants on a state-wide basis.

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

**16.** Employees in the classifications of Correctional Captain and Juvenile Facility Operations Supervisor will be eligible for overtime, including but not limited to scheduled overtime, in a manner that is consistent with employees in pay ranges 01-21

of this bargaining unit. The intent of this language is that employees in these classifications will be eligible for overtime in the same manner and on the same basis as prior to their reallocation, including but not limited to scheduled overtime.

## **H. Shift Differentials**

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

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

## **I. Double Shift Premium**

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

## **J. Standby**

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

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

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

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

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

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

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

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

#### **K. Medication Administration Stipend**

A fifty-three cent (\$.53) per hour stipend will be paid to Mental Health Worker IV's, Mental Health Worker V's, Mental Health Worker VI's and Team Leaders who possess certificates and who regularly administer medication to residents or patients. This premium shall be considered as part of regular hourly rate for overtime pay and other purposes.

#### **L. Divers' Stipend**

Those employees who are members of the SCUBA diving teams engaging in search, rescue and recovery operations shall receive an annual stipend of fifteen hundred dollars (\$1,500.00). This stipend shall be paid to employees on a semiannual basis, with half paid in January and half paid in July to eligible employees, including employees on initial probation, on the payroll at the time of the payment.

All qualified employees assigned to SCUBA diving activities shall, when actually diving in the water, including training activities, be compensated at the rate of ten dollars

(\$10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the diving assignment for any assignment less than one (1) hour; and for the actual length of the assignment for any assignment for more than one (1) hour. For example, a 30-minute assignment would be compensated at ten dollars (\$10.00) for the minimum one (1) hour; a one and one-half (1½) hour assignment would be compensated at fifteen dollars (\$15.00).

### **M. Longevity**

1. Effective with the pay week commencing closest to October 1, 2019, employees with ten (10) years but less than fifteen (15) years of continuous State service shall receive longevity pay of a total of twenty cents (\$.20) per hour to the base upon eligibility.

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

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

4. Employees with twenty-five (25) years or more of continuous State service shall receive longevity pay of a total of sixty cents (\$.50) per hour to the base upon eligibility. Effective with the pay week commencing closest to December 31, 2020, longevity pay for employees with twenty-five (25) years or more of continuous State service shall be increased to sixty cents (\$.60) per hour to the base.

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

### **N. Weekend Differential**

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

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

## **O. Climbing Stipend**

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

All qualified employees assigned to Tower Climbing activities shall, when actually climbing radio towers for inspection or repair activities on behalf of the Department of Administrative and Financial Services/OIT, be compensated at the rate of ten dollars (\$10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the climbing assignment. Employees must be MDOT certified to perform tower climbing activities to be eligible for this climbing stipend.

### **Department of Environmental Protection**

All qualified employees assigned to smokestack climbing activities shall, when actually climbing smokestacks for inspection or other activities, be compensated at the rate of ten dollars (\$10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the climbing assignment. Employees must be MeDEP certified under a certification program recommended by the DEP Safety Officer and accepted by the Commissioner to perform smokestack climbing activities to be eligible for this climbing stipend.

### **Department of Transportation**

Bridge Maintenance employees, when actually climbing the cable stays of the Penobscot Narrows Bridge for inspection and/or repair, shall be compensated at the rate of ten dollars (\$10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the climbing assignment.

## **P. Confined Space Stipend**

All qualified employees assigned to Permit Required Confined Space activities shall, while actually working in the confined space, be compensated at the rate of ten dollars (\$10.00) an hour in addition to their regular rate of pay. A Permit Required Confined Space is defined as a workspace that requires an entry permit as determined by the Maine Bureau of Labor Standards under M.R.S.A. Title 26, Chapter 6, Section 565. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the assignment.

## **Q. Educational Stipend**

Employees shall be eligible for an educational stipend for educational level above the minimum qualification required for hire into that classification. Payment shall begin

after the employee provides notice and proof of attainment of the degree. The stipend will be twelve cents (\$.12) per hour added to the regular hourly rate for each of the following levels: Associate Degree, Baccalaureate Degree, and Master's Degree. The degrees must be job related. The classifications eligible to receive this stipend are as follows:

Capitol Police Lieutenant  
District Forest Ranger  
Regional Forest Ranger  
Ranger Pilot Supervisor  
Game Warden Lieutenant  
Game Warden Pilot Supervisor  
Game Warden Sergeant  
Marine Patrol Lieutenant  
Marine Patrol Pilot Supervisor  
Marine Patrol Sergeant

#### **R. Institutional Stipend**

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

#### **S. Educational Incentive Stipend**

Maine State Police Lieutenants shall be eligible for an educational incentive stipend included in the regular hourly rate based upon the highest educational level attained beyond high school as follows:

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

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

#### **T. Availability Pay**

1. It is expected that Maine State Police Lieutenants will be called out during off duty times and will extend their shifts when required to perform duties associated with their assignments. Because of this need to be flexible, Availability Pay of two dollars and forty cents (\$2.40) per hour was added to each step of the appropriate salary schedule in January 2018.

2. It is expected that the Marine Patrol Pilot Supervisor, Game Warden Pilot Supervisor, and the Ranger Pilot Supervisor will be called out during off-duty times in order to perform duties associated with his/her assignment. Because the Marine Patrol Pilot

Supervisor, Game Warden Pilot Supervisor, and Ranger Pilot Supervisor will answer his/her telephone during off-duty weekends and will be available to respond to emergencies and operational need when possible, one dollar and twenty-five cents (\$1.25) per hour was added to each step of the appropriate salary schedule in January 2018.

#### **U. Special Unit Pay**

When on duty, Maine State Police Lieutenants will receive fifteen dollars (\$15.00) an hour for underwater recovery and tact team responses. Tact Team includes the State Police Bomb Squad, Crisis Negotiation Team, and the State Police K-9 Unit, when tracking a criminal suspect or who are bomb dog handlers, and when on a bomb call, shall be eligible for benefits under this section. They will receive ten dollars (\$10.00) an hour for such responses when they are off duty.

#### **V. Physical Fitness Stipend**

District Forest Rangers and Regional Forest Rangers who successfully meet a minimum of 60/70<sup>th</sup> percentile as part of the Forest Ranger Physical Fitness Program will be eligible to receive a physical fitness incentive payment once per year. The maximum incentive payment an employee may receive is five hundred dollars (\$500.00) annually.

#### **W. Marine Patrol Lieutenant Weekend Coverage**

Marine Patrol Lieutenants employed by the Bureau of Marine Patrol will earn one (1) hour of straight time compensation for each weekend day, not to exceed two (2) hours of straight pay per weekend. This additional compensation will be included in the time entered into TAMS each payroll cycle. It is expected that Lieutenants will, within reason, be available to answer calls and respond if necessary. Lieutenants who are on vacation, leave or otherwise unavailable will be responsible for notifying the Major and/or Colonel of their absence and must opt out of weekend coverage pay during that period of time.

In addition, Marine Patrol Lieutenants will earn two (2) hours per week of straight compensating time in recognition of extended days, availability and flexibility demanded of them in order to properly oversee and provide sound advice to supervisors and officers within their divisions. Compensatory time may not exceed two hundred forty (240) hours and may only be used when authorized by the Major or Colonel.

#### **X. Duty Officer Detail**

1. Regional Forest Rangers may be assigned on a rotating basis for weekend duty officer detail, with authorization and approval by the Commissioner or his designee. The supervisor designated as "on-call" shall be the contact person for emergencies outside of normally scheduled work days and work hours. Duty officer detail periods will be in place from 5:00 p.m. Friday to 5:00 p.m. on the following Friday. Employees who are designated duty officer on Saturday and Sunday shall receive three (3) hours of pay at the rate of time and one-half for each weekend day while in duty officer status. In lieu of pay,

and upon mutual agreement, employees may receive three (3) hours of compensatory time at the rate of time and one-half for these hours.

**2.** Game Warden Lieutenants will be assigned on a rotating basis for weekend duty officer detail. The Lieutenant designated as “on-call” shall be the contact person for emergencies outside of normally scheduled work days and work hours. Duty officer detail periods will be in place from 5:00 p.m. Friday to 5:00 p.m. on the following Friday. Employees who are designated duty officer on Saturday and Sunday shall receive three (3) hours of pay at the rate of time and one-half for each weekend day while in duty officer status. In lieu of pay, and upon mutual agreement, employees may receive three (3) hours of compensatory time at the rate of time and one-half for these hours.

In addition, schedules for Game Warden Lieutenants shall be adjusted one day every two months providing one additional day off during that period in recognition of availability on weekends. Employees must have worked a minimum of forty (40) hours in the week that the additional day off is taken. These days off shall not accrue and will not result in additional compensation.

**3.** State Police Lieutenants required to work as duty officer on weekends and/or holidays shall receive eight (8) hours of premium overtime for each weekend day or holiday worked. On Thanksgiving, Christmas, and New Year’s Day, the Lieutenant assigned as duty officer may, instead of working, opt to be available for calls and receive eight (8) hours premium compensating time in lieu of pay.

State Police Lieutenants shall be eligible to work special details according to established work rules. When working a special detail, the rate of compensation shall be premium overtime. In order to be eligible for these details, any minimum training requirements must be met. Assignments are subject to supervisory approval. Details cannot be performed during regular working hours. When filling these details, the order of seniority shall be: first, Lieutenant of the respective Troop/Unit that the detail occurs in; second, Lieutenants within the Division that the detail occurs in; third, Lieutenants in other Divisions.

## **Y. Game Warden Sergeant Coverage**

Game Warden Sergeants will be compensated one (1) hour at the rate of time and one-half per regular day off cycle within each six-day work cycle for a maximum of sixty (60) hours per calendar year in recognition of time worked after regularly scheduled work hours.

## **Z. Correctional Career Incentive Stipend**

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

Chief Correctional Firearms Instructor  
Chief Correctional Industries Manager  
Chief of Security  
Correctional Auto Mechanic Supervisor

Correctional Captain  
Correctional Electrician/Electronic Supervisor  
Correctional Food Service Manager  
Correctional Industries Manager  
Correctional Laundry Supervisor II  
Correctional Lieutenant  
Correctional Maintenance Mechanic Supervisor  
Corrections Unit Manager  
Director of Security  
Juvenile Facilities Operations Supervisor  
Juvenile Program Manager

**AA. OADS Caseworker Supervisor Stipend**

Effective May 1, 2020, employees of the DHHS Office of Aging and Disability Services in the Human Services Caseworker Supervisor classification shall be paid an additional three dollars (\$3.00) per hour added to the base. In addition to this, employees in this class who have a relevant Master's Degree shall be paid an additional one dollar (\$1.00) per hour added to the base.

**AB. OCFS Supervisor Stipend**

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

**AC. Aerial Hazard Stipend**

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

**AD. Marine Patrol Sergeant Coverage**

Marine Patrol Sergeants will be compensated five (5) hours at the rate of time and one-half on the first day of each month totaling sixty (60) hours per calendar year in recognition of time worked after regularly scheduled work hours.

## **AE. Pesticide Application Stipend**

Certified employees assigned to apply pesticides shall be compensated at the rate of two dollars (\$2.00) per hour in addition to their regular rate of pay for each hour required to apply pesticides. Employees shall be compensated for a minimum of one (1) hour of such work regardless of the length of the assignment.

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

### **A. Non-Law Enforcement Employees**

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

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

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

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

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

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

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

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

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

5. **Notice of probable cause.** When an investigator believes that probable cause has been established, the investigator shall inform in writing the employee under investigation and his/her supervisor or manager of the nature of the investigation.

Sufficient information to apprise the employee of the allegation(s) shall be provided in writing.

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

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

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

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

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

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

**9.** The employee shall be informed in writing promptly, but no later than five (5) workdays, when the investigation is completed and of any determinations made, except when the matter has been terminated under paragraph 4.

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

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

## **B. Law Enforcement Employees**

**1.** The department head shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated as follows.

2. The department head, or other designated officer, shall conduct a preliminary investigation of all such allegations. The investigator shall be allowed to interview the complainant prior to notifying the employee.

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

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

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

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

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

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

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

5. **Notice of probable cause.** If, after preliminary investigation, the department head or his/her designee determines that there is probable cause to believe that misconduct or other violation has been committed by a particular employee, the investigator shall inform (1) the employee under investigation, (2) his/her supervisor, and (3) the MSEA-SEIU, of the nature of the investigation before proceeding any further with said investigation. If diligent efforts to contact the employee fail, the investigator shall advise MSEA-SEIU. Sufficient information to apprise the employee of the allegations shall be provided in writing.

6. **Investigatory interview.** When an investigator believes that probable cause has been established, and the employee under investigation is to be interviewed concerning alleged misconduct which, if proven, could result in disciplinary action, the employee shall be afforded three (3) working days, unless an emergency exists, to contact and consult privately with a union attorney and/or other union representative before being interviewed. The union attorney and/or union representative may attend the interview. For the purpose of this section, working days shall be Monday through Friday, exclusive of holidays. In the event of an emergency, a reasonable amount of time will be afforded.

a. The interview of any employee under this section shall be conducted at a reasonable hour and without unreasonable delay. It shall take place at a suitable location designated by the investigating officer and shall be at the appropriate agency headquarters when feasible.

b. The employee being interviewed shall be informed of the identity of all persons present during the interview.

c. If it is known that the employee being interviewed is a witness only, he/she shall be so informed.

d. The interrogation shall be conducted with the maximum amount of confidentiality possible.

e. The interview of the employee shall be recorded.

7. **Polygraph examination.** If the employee under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions to be asked sufficiently prior to the examination to enable the member to confer with an MSEA-SEIU representative and/or counsel prior to the polygraph examination.

8. Within five (5) workdays of the completion of the investigation, the person being investigated shall be advised of the final outcome in writing.

9. Should an agency become aware the above procedures have not been followed, the investigation may be stopped and started over, ensuring the procedures are properly followed. A complete failure to follow the above procedures, when such failure results in substantial prejudice to the employee, shall result in dismissal of all charges with prejudice. In the instance of dismissal of the charges, the record of the investigation shall not be retained in the employee's personnel files and material contained in such records shall not be used against the employee in the future.

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

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

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

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

3. All employees who spend at least eighty percent (80%) of their time operating VDT's, including alternate work time under paragraph 1 of this Article, shall be entitled to be examined by an eye doctor annually. All employees receiving eye

examinations pursuant to this Article must provide the State with medical releases. Employees shall be given a report form to be completed by the eye doctor and returned to the agency Personnel Officer. The State will reimburse the employee for any cost of the eye exam that is not covered by health insurance.

4. Employees receiving such annual eye examinations shall receive up to one hundred dollars (\$100.00) toward the cost of regular corrective lenses or glasses needed by the employee as indicated on the report form of the doctor. Employees who require bifocal, trifocal or progressive lenses shall receive up to one hundred fifty dollars (\$150.00) for the cost of such corrective lenses or glasses needed by the employee as indicated on the report form of the doctor.

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

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

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

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

C. This is the entire Agreement between the parties and terminates any other written agreements in place prior to the signing of this 2019-2021 Agreement, except those impacting only specifically named individual(s) and written agreements representing agreement between the parties relating to organizational units and/or unit divisions.

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

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

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

If the State contracts out work normally performed by employees within this unit, and if the contracting out results in the elimination of jobs within the unit, the State will negotiate the impact of the contracting on the affected employees. Negotiations, if

demanding, will occur no longer than a sixty (60) day period prior to implementation of the layoff. If the parties have not reached agreement within the sixty (60) day period, the obligation to bargain shall continue.

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

### **Electronic Listing of Contracts**

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

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

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

### **ARTICLE 17. COURT SERVICE**

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

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

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

### **ARTICLE 18. COURT TIME**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half (1½) of his/her base hourly rate for a minimum of four (4) hours. Payment under this Article shall be the total payment for such court time from all

sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

## **ARTICLE 19. DEFERRED COMPENSATION**

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

## **ARTICLE 20. DENTAL INSURANCE**

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

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

In the event an employee is killed during the performance of his/her job duties, the State shall pay the tuition of his/her dependent children who are accepted as students through the normal admissions process to attend the University of Maine, the Community College System, or the Maine Maritime Academy. Each dependent child shall be eligible for this benefit for five (5) years from his/her first admission date to either system or until the requirement for a degree has been met, whichever comes first.

## **ARTICLE 22. DISCIPLINE**

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

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

2. No employee covered by this Agreement shall be suspended without pay, demoted or dismissed without first having been given at least three (3) work days' notice in writing of the disciplinary action proposed to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving such a notice of suspension, demotion, or dismissal will be afforded an opportunity to meet with the appointing authority or his/her representative prior to the action proposed, no less than three (3) work days after the notice was given. The employee will be entitled to have a Union representative or steward present. At that meeting the appointing authority or his/her designee will give

the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond. Employees are on notice that a finding of having committed the offense of physical abuse is excluded from progressive discipline and may result in termination on first offense.

Any employee suspended without pay, demoted or dismissed, may initiate appeal of such disciplinary action at the department or agency head step of the Grievance and Arbitration Procedure within fifteen (15) workdays after the employee becomes aware of such disciplinary action.

### **ARTICLE 23. ELECTRONIC MAIL**

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

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

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

### **ARTICLE 25. EMPLOYEE DATA OR EMPLOYEE INFORMATION**

1. Where not prohibited by law, the State shall furnish to MSEA-SEIU on a weekly basis, an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, to the extent practicable, the name, home mailing address (including street, city/town, state and zip code), unique alpha and/or numerical identifier, class code, classification title, pay range and step, department, employing agency, initial date of hire, current date of hire, city employed in, work location address, home phone, work phone, bargaining unit, salary specification, pay cycle, authorized hours, authorized weeks, status, union membership code, Income Protection insurance code, annual salary amount, appointment code, hire type, position type and work email address for each employee covered by this Agreement. In addition, the State shall supply MSEA-SEIU with those employees who have terminated their State service on the same weekly basis. MSEA-SEIU shall indemnify, defend and hold the State harmless against all claims and suits, which may arise as a result of the State's furnishing such listing and file to MSEA-SEIU.

2. The parties anticipate that the new Human Resources Management System will have the capability to provide physical work location address. Within thirty (30) days of the availability of that capability, the State will provide physical work location address for each employee covered by this Agreement as part of the data provided to MSEA-SEIU on a weekly basis.

3. Upon mutual agreement, the State and MSEA-SEIU will use technology available to each party for the purpose of transmitting and receiving the aforementioned electronic data in the most efficient and secure manner possible. MSEA-SEIU Information Technology staff will work with the State on file format and transfer protocols.

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

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

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

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

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

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

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

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

## **B. Leave for Negotiations**

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

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

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

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

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

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

2. Stewards and chief stewards shall be entitled to two (2) days of leave per year without loss of pay or benefits to participate in official MSEA-SEIU sponsored steward training. MSEA-SEIU shall provide the Office of Employee Relations with at least two (2) weeks' notice of names and work locations of the stewards and chief stewards

participating. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

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

MSEA-SEIU grievance committee members traveling one hundred (100) miles or more to grievance committee meetings shall be entitled to leave without loss of pay or benefits for actual and necessary travel time. The State agrees to provide up to four (4) days leave of absence without loss of pay or benefits for each of three (3) grievance committee members from the Supervisory Services unit. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

#### **E. Travel Time**

Leave provided in paragraphs A and B of this Article shall apply to and cover actual and necessary travel to and from such meetings required during normal working hours on the day of the meeting or negotiations, except that MSEA-SEIU bargaining team members traveling 100 miles or more to negotiations shall be entitled to travel time outside of days of negotiations.

### **ARTICLE 28. EXPENSE REIMBURSEMENT**

#### **A. Mileage Allowance**

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

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

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

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

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

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

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

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

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

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

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

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

### **C. Telephone Expenses**

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

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

3. Employees on snow removal crews in the Department of Transportation, at institutions and in the Department of Defense and Veterans Services will be permitted, when they are working overtime, to make a call home from garages or facilities having telephones. Toll calls from such telephones will be at the State's expense. Crews will be allowed to stop en route as schedules permit to make calls for this purpose at their own expense.

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

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

#### **D. Uniform Maintenance Allowance**

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

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

- Allagash Park Ranger II
- Asst. Military Fire Chief
- District Forest Ranger
- Driver License Examiner II
- Fire Investigations Supervisor
- Game Warden Lieutenant
- Game Warden Sergeant
- High Voltage Electrician Supervisor (DAFS/BGS only)
- Marine Patrol Lieutenant
- Marine Patrol Sergeant
- Military Firefighter Supervisor
- Navigational Aides Supervisor
- Park Manager I
- Park Manager II
- Park Manager III
- Park Manager IV
- Ranger Pilot Supervisor
- Regional Forest Ranger

Members of the Game Warden and Marine Patrol Services in the above classes who work in civilian clothing shall receive the same allowance for supplying and maintaining civilian clothing.

2. Maine State Police Lieutenants shall receive seventy-five dollars (\$75.00) per month toward the cost of supplying and maintaining uniforms and civilian clothing. This allowance will be paid semi-annually, with half paid in January and half paid in July to eligible employees on the payroll at the time of the payment. In addition, the State shall pay an annual coat/shoe allowance of two hundred fifty dollars (\$250.00). This allowance

will be paid semi-annually, with half paid in January and half paid in July to eligible employee on the payroll at the time of the payment.

3. As long as Capitol Police Sergeants are required to utilize an all wool or wool blend uniform which requires dry cleaning only, the State will pay Capitol Police Sergeants sixty-five dollars (\$65.00) per month as a uniform maintenance allowance. Should the State replace the dry clean only uniforms with wash and wear equivalents employees would revert to the two hundred (\$200.00) per year allowance. The uniform maintenance allowance shall be paid to full-year employees on a semiannual basis with half paid in January and half paid in July to eligible employees on the payroll at the time of the payment.

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

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

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

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

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

## **G. Public Health Nurse Supervisors' Uniform Replacement Allowance**

The State shall pay an annual uniform replacement allowance of one hundred dollars (\$100.00) to Public Health Nurse Supervisors who are assigned to the field and are required to wear uniforms. Such allowance shall be paid in semiannual payments of fifty dollars (\$50.00) each during the months of July and January each year to eligible employees on the payroll at the time of the payment.

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

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

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

## **ARTICLE 29. EXTRA HAZARDOUS INJURIES – (LAW ENFORCEMENT EMPLOYEES ONLY)**

Employees covered by this agreement who are injured on the job while performing extra-hazardous duties in accordance with established agency rules, regulations, policies and procedures, shall receive, in addition to compensation paid or payable under the Workers Compensation Act, an amount of compensation sufficient to bring them up to full salary for up to one-hundred (120) workdays from the date the injury occurred. Absence from work because of such injuries shall not be charged to accumulated sick leave during this one-hundred twenty (120) day period.

Extra-hazardous injuries shall be defined as follows:

1. Injuries sustained while making an arrest
2. Injuries sustained from firearms discharge, unless self-inflicted
3. Injuries sustained as a result of use of force, or by a dangerous/lethal weapon. Such injuries shall only be considered when they are the direct result of the action of another party.
4. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
5. Injuries sustained while maintaining a roadblock as defined in Title 29A §2414 M.R.S.A., while directing vehicle traffic, assisting motorists, or while conducting authorized official checkpoints. Such injuries shall only be considered when they are the direct result of the action of another party.

6. Injuries sustained while engaged in pursuit chases upon agency review and approval.

## **ARTICLE 30. FACILITIES**

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

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

### **B. Highway Crew Facilities**

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

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

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

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

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

## **ARTICLE 32. GRIEVANCE PROCEDURE**

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

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

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

## **2. Procedure**

**2.1 Step 1:** Within fifteen (15) workdays after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that he/she has a grievance, the employee and/or his/her representative shall present the grievance in writing to his/her immediate supervisor. The immediate supervisor shall be responsible for taking such steps as are advisable, including consultation with supervisors with authority to resolve the grievance, in an effort to resolve the grievance.

**2.2 Step 2:** If the grievance is not resolved within ten (10) workdays of submission at Step 1, within ten (10) workdays thereafter the employee and/or his/her representative may present the grievance in writing to the department or agency head. The writing shall state the nature of the grievance and the remedial action requested. The department or agency head or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and his/her representative with his/her decision in writing within fifteen (15) workdays of receipt of the grievance at this Step 2.

**2.3 Step 3:** If the grievance is not resolved at Step 2, within ten (10) workdays after receipt of the written decision of the department or agency head the employee and/or his/her representative may appeal to the State Chief Counsel Office of Employee Relations by filing with him/her a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The Chief Counsel Office of Employee Relations or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with a written decision within fifteen (15) workdays of receipt of the appeal; or, if a meeting is held, within ten (10) workdays after the conclusion of such meeting.

### **2.4 Step 4:**

**(a)** If the grievance has not been satisfactorily resolved at Step 3, then MSEA-SEIU may submit the grievance to arbitration by submitting a request for arbitration to the Chief Counsel Office of Employee Relations as well as a statement of the grievance specifying the Article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be received by the Chief Counsel Office of Employee Relations through personal service, fax, email or by mailing by registered or certified mail within fifteen (15) workdays of the receipt of the Step 3 decision.

**(b)** Upon receipt by the Chief Counsel Office of Employee Relations of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) workdays of receipt of the request for arbitration, the arbitrator shall be selected through the Labor Relations Connection ("LRC") in accordance with the LRC rules then in effect.

The request for arbitration along with a request for a list of arbitrators must be received by LRC within six (6) weeks of the Office of Employee Relations' receipt of the request for arbitration, in order for the LRC administration fees to be shared equally by the parties. If such request is not received by LRC by the expiration of the six (6) weeks but is received within twelve (12) weeks, MSEA-SEIU shall pay the entire LRC administration

fee. If a request has not been received by LRC within twelve (12) weeks of the Office of Employee Relations' receipt of the request for arbitration, MSEA-SEIU will be deemed to have waived its right to appeal the Step 3 decision to arbitration.

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

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

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

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

### **3. General Provisions**

**3.1** The State shall not deny any employee MSEA-SEIU representation at any stage of the grievance procedure and MSEA-SEIU shall have the exclusive right to represent employees in any grievance.

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

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

**3.3** In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or his/her representative meets the time limits or extensions thereof. Failure to the State and its representatives to adhere to the prescribed

time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA-SEIU may proceed to the next step.

**3.4** Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the Chief Counsel Office of Employee Relations or his/her designee and MSEA-SEIU.

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

**3.6** An aggrieved employee and/or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the State. The State shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the Union.

Relevant records and documents may be provided electronically.

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

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

**3.9** Non-select grievances will be filed at Step 2. Subsequent steps in the grievance process shall follow the chain of supervision for that position.

**3.10** Grievances other than non-selects may be filed directly to Step 2 if the grievant's immediate supervisor had no involvement in the action or decision giving rise to the grievance.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 35. HOLIDAYS**

1. Employees have the following paid holidays:

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

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

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who work the calendar date and who are off on the observed date shall be paid the appropriate holiday rate for the calendar date only. Employees who are off on the calendar date and who work on the observed date shall be paid the appropriate holiday rate for the observed date only. Employees who work both the calendar date and the observed date shall be paid the appropriate holiday rate for the observed day only. A reasonable attempt

shall be made not to schedule an employee for both the calendar date and the observed date of a holiday. Employees who are not scheduled to work either the calendar or the observed day of the holiday shall be given either another day off within the same workweek or a day's pay at the option of the agency.

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

**4.** When a non-standard law enforcement employee is required to work on a holiday, he/she will be given one and one-half (1½) times their hourly rate of pay for each hour worked. In lieu of pay, upon mutual agreement, employees will be given one and one-half (1½) hours of compensating time for each hour worked. Such time shall be accrued and used in accordance with the Compensating Time Article.

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

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

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

Ferry Service crew members who are regularly scheduled to work and actually work less than eight (8) hours on changeover days that fall on a holiday shall add the number of hours they are scheduled to work to their eight (8) hour holiday benefit, up to a maximum of a ten (10) hour holiday benefit. Employees will be compensated for all hours worked, plus the holiday benefit of hours worked plus eight (8), up to a maximum of a ten (10) hour holiday benefit. For instance, an employee who works 1.5 hours on a holiday will be compensated for 1.5 hours of work time, plus a 9.5 hour holiday benefit; an employee who works 4 hours on a holiday will be compensated for 4 hours of work time, plus a 10 hour holiday benefit.

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

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

**1.** The basic department, agency or other operational unit work schedules and practices, including work schedules or practices peculiar to particular classes, in effect on the effective date of this Agreement, shall not be changed without the employer informing

MSEA-SEIU in advance and negotiating the impact of such changes, if requested, on the affected employees. Negotiations shall occur no longer than a thirty (30) day period prior to the implementation of the change. If the parties have not reached agreement within the thirty (30) day period, the obligation to bargain shall continue.

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

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

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

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

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

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

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

**9.** The supervisor's time book for highway crews shall be available on a current basis at their respective garages.

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

**11.** Present practices with respect to travel time shall be continued.

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

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

**14.** Law Enforcement employees within this unit designated as non-standard shall have their scheduled days off commence at 5:00 p.m. on the day preceding the scheduled day or days off, and their time off shall end at 8:00 a.m. on the day scheduled to return to work. However, if conditions warrant, an employee occasionally may have to work beyond 5:00 p.m. on the day preceding the scheduled day/days off.

**15.** The parties agree to accept the recommendation of the Labor/Management Committee on Flexible Work Schedules dated October 24, 2006.

The state agrees to re-publish the Personnel Memorandum on Flexible Work Schedules to include this recommendation.

**16.** The scheduled activities listed below will require District Forest Rangers to make temporary work schedule changes in the event that the meeting(s) should fall on a scheduled day off:

- Statewide District Ranger Meetings;
- Fire Readiness Review Inspections;
- State Initiated Regional Trainings;
- Statewide Training;
- Statewide Meetings (Division, Bureau or Department);
- As well as infrequently occurring scheduled meetings with cooperatives.

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

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

**19.** With the continued approval of management, alternative work schedules will be available to any nurse assigned to any work unit at Dorothea Dix Psychiatric Center, provided a sufficient number of nurses voluntarily agree to participate.

**20.** With the continued approval of management, alternative twelve-hour work schedules will be available to any nurse assigned to any work unit at Riverview Psychiatric Center, provided a sufficient number of nurses voluntarily agree to participate to make the schedule viable. In cases when the hospital needs cannot accommodate all nurses requesting twelve-hour shifts, seniority will be the determining factor.

**21.** Employees in the classification of Nurse IV at DHHS institutions (DDPC and RPC) who are required to work a full shift or shifts for the purpose of providing nursing coverage will be permitted to adjust/flex their schedules within the applicable two (2) week pay period to the extent that these additional shifts can be counted toward their biweekly eighty (80) hour schedule.

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

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

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

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

### **A. Statewide**

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

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

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

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

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

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

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

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

### **C. Building Safety**

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

### **D. Employee Health**

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

### **E. Corrections Compensation**

A Labor/Management Committee is established with the Department of Corrections to review and discuss stipends and other forms of compensation for employees of the Department of Corrections. The Committee shall consist of one (1) representative from each bargaining unit and an equal number from management. The Committee will be responsible for providing any recommendations to the parties by July 1, 2020. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

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

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

There shall be Labor/Management Committee established to make recommendations concerning layoffs in the event of a state or federal budget shutdown. The Committee shall be made up of one (1) representative from each of MSEA-SEIU's bargaining units and an equal number of management representatives selected by the Governor. The Committee shall report recommendations to the parties by July 1, 2020. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

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

A Labor/Management Committee is established with the Office of Information Technology to review and discuss standby compensation and assignment practices for OIT employees. The Committee shall consist of up to two (2) representatives from each bargaining unit and an equal number from management. The Committee will be responsible for providing any recommendations to the parties by July 1, 2020. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

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

## **H. Student Loans**

A Labor/Management Committee on Student Loans comprised of one (1) representative for each participating bargaining unit appointed by the respective bargaining agent and an equal number of management members appointed by the Governor shall be established to make recommendations to the parties on options for assisting employees with student loan repayment for consideration in bargaining for the next successor agreement. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

## **ARTICLE 38. LIFE INSURANCE**

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

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

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

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

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

## **ARTICLE 41. MANAGEMENT RIGHTS**

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

## **ARTICLE 42. MILITARY LEAVE**

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

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

Each newly hired employee eligible upon completion of six (6) months service for coverage by this Agreement shall be provided by the State with an MSEA-SEIU furnished membership packet along with other orientation materials which are regularly provided to new employees. MSEA-SEIU shall be solely responsible for the material contained in such packets, which shall conform to standards contained in the Bulletin Boards Article. Any questions concerning the contents of these packets or MSEA-SEIU programs shall be referred to MSEA-SEIU. MSEA-SEIU shall supply the packets to the points of distribution.

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

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

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

harassment on the basis of race, creed, color, national origin, sex, sexual orientation, protected union activity, marital status, age, physical or mental disability.

MSEA-SEIU agrees to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability, or sexual orientation.

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

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

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

#### **ARTICLE 45. OUTSIDE EMPLOYMENT**

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

#### **ARTICLE 46. OVERTIME ASSIGNMENTS**

1. In classifications where employees are eligible for overtime pay, overtime work shall be equitably distributed among those qualified in the classification or classifications within the work group which normally perform such work. Except in situations covered by paragraph 4, overtime shall be offered to such employee with the lowest amount of overtime credit.

2. If no one accepts overtime work it shall be assigned to the employees with the least amount of overtime credit, or in the event of a tie, to the least senior of such employees. 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 an undue hardship, shall be excused from a required overtime assignment.

3. Records of overtime work shall be maintained on the basis of the hours worked or, in the case of an employee who refuses an offer of overtime work, and is not

assigned to overtime work, for the hours involved. Any new employee joining a work group shall be assigned the average number of overtime hours of employees in that group. Any employee returning from a leave of absence or vacation in excess of two (2) weeks shall have the average overtime hours worked during his/her absence added to his/her previous balance. Employees who are absent for less than two (2) weeks shall not be charged for overtime worked by others during their absence. A list of employees' overtime charges or credits shall be posted on a current basis at such locations as necessary to insure notice to employees affected.

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. If an employee is skipped or denied an opportunity to work overtime in violation of this Article, he/she shall be offered overtime work the next time overtime work is available.

6. DOT employees working winter and/or emergency operations must work when required, as directed.

#### **ARTICLE 47. PASSES AND TELEPHONES - FERRY SERVICE**

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

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

#### **ARTICLE 48. PERMANENT STATUS**

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

#### **ARTICLE 49. PERSONAL SERVICES**

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

#### **ARTICLE 50. PERSONNEL FILES**

1. An employee, upon written request to or after prior arrangement with the State Bureau of Human Resources, or the appropriate official at his/her work location or in his/her agency, shall be permitted to review his/her personnel files. Such review shall take

place during normal office hours and shall be conducted under the supervision of the appropriate records custodian or agency representative. An employee may review his/her personnel files at reasonable times during his/her regular work hours if such review does not require travel out of the normal work area. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

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

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

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

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

c. an employee may request a copy of specifically identified documents in his/her personnel files;

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

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

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

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

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

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

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

## **ARTICLE 52. PROPERTY DAMAGE**

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

## **ARTICLE 53. RECLASSIFICATIONS**

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

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

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

**2.** MSEA-SEIU may appeal to binding arbitration a determination of the Director of Human Resources on the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within fifteen (15) workdays of the Director's determination. Arbitration cases involving two or more employees will be given priority in scheduling; other cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of an arbitration panel. Subsequent selection of panel members, if necessary, shall be agreed to within sixty (60) days of the termination of an arbitrator. Arbitrators shall be experienced in job evaluation disputes. If the parties cannot agree on the selection of arbitrator(s), they shall seek the assistance of the Labor Relations Connection. The parties shall share equally the costs and expenses of the arbitrator(s) and each party shall bear the costs of preparing and presenting its own case.

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

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

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

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

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

**4.** Except for reclassifications and reallocations in connection with a reorganization, any reclassification or reallocation decision of the Director of Human Resources or the Arbitrator shall be effective as of the date of the written initiation of the reclassification or reallocation request by the employee, MSEA-SEIU or State and shall be implemented retroactively when the funds are provided pursuant to budgetary procedures.

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

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

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

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

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

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

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

#### **ARTICLE 54. RELOCATIONS**

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

An employee will not be permanently reassigned or transferred for disciplinary, arbitrary or capricious reasons. Unless specific requirements dictate otherwise, transfers and reassignments shall be on a voluntary basis from among qualified employees. The most senior employee who is qualified to perform the duties of the position shall be entitled to the transfer or reassignment. If there are no qualified volunteers, the least senior qualified employee shall be transferred. In the event the least senior qualified employee has children of elementary or secondary school age, he/she shall be exempted from this provision in the event no schools are available in the new assignment area or if suitable educational arrangements for such children cannot be mutually agreed to.

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

The State shall provide ninety (90) days advance notice of such relocations whenever possible, and in the event that less than ninety (90) days notice is provided, the State will pay reasonable temporary relocation expenses, pursuant to the Expense Reimbursement Article Lodging and Meals Section of this Agreement, for any period of less than ninety (90) days notice.

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

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

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

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

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

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

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

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

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

## **ARTICLE 56. REST AND LUNCH PERIODS**

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

2. Present practices of agencies, departments or organizational units with respect to lunch periods during the regular workday shall be continued, provided that each employee shall be allowed at least one-half ( $\frac{1}{2}$ ) hour for lunch without pay during each regular day or have his/her lunch period considered as time worked if he/she is required to work through the lunch period and eats while performing his/her regular duties.

3. Ferry Service employees shall be entitled to have their one-half ( $\frac{1}{2}$ ) hour lunch periods scheduled between 11:30 a.m. and 1:00 p.m. When Ferry Service employees are required to remain on duty during that period, they shall be permitted to each lunch on the job and the time shall be considered time worked for pay and other purposes.

4. When it is reasonably anticipated that overtime will extend for two (2) hours or more, an employee shall be allowed a rest period with pay of fifteen (15) minutes between the end of a regular work schedule and the beginning of the overtime work. If overtime is to continue beyond four (4) hours, an employee shall be allowed a meal period with pay of at least one-half ( $\frac{1}{2}$ ) hour after four (4) hours of overtime and an additional meal period with pay of at least one-half ( $\frac{1}{2}$ ) hour after each additional four (4) hours of overtime providing the employee will be continuing to work thereafter. After completing four (4) hours of overtime, the employee shall be allowed a rest period with pay of fifteen (15) minutes during each additional four (4) hours of overtime. It is not the intent of this paragraph to combine the rest and meal periods provided.

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

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

## **ARTICLE 58. SAFETY FOOTWEAR**

1. The State will provide employees in the classifications listed in Section 4 below, and employees who are currently required to wear safety footwear by Department Work Rules, an allowance of one hundred fifty dollars (\$150.00) for replacement of safety footwear. This allowance will be paid to employees on a semiannual basis, with half paid in January and half paid in July to eligible employees on the payroll at the time of the payments. Employees of Departments with work rules that provide such safety footwear will not be eligible for the safety footwear allowance.

2. Safety footwear purchased must meet ANSI standards where applicable. Requirements for the wearing of safety footwear will be in accordance with work rules published by the State.

3. Department of Agriculture, Conservation and Forestry will provide fire retardant boots to District Forest Rangers and Regional Forest Rangers according to the departmental replacement schedule.

4. Classifications required to wear safety footwear:

Auto Mechanic Supervisor  
Regional Forest Ranger  
Ferry Captain  
District Forest Ranger  
Central Services Manager  
Central Services Supervisor  
Oil & Hazardous Materials Responder III  
Transportation Crew Leader  
Transportation Crew Supervisor

## **ARTICLE 59. SENIORITY**

### **A. Definition and General**

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

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

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

4. An employee shall lose his/her seniority if he/she:

- (a) voluntarily resigns;
- (b) is discharged for just cause;
- (c) is laid off and not recalled for work within three (3) years from the date of layoff;

(d) fails to return to work or supply a satisfactory reason for not reporting within five (5) workdays of being recalled to work from layoff. Written notice of recall shall be sent by regular mail to the employee's last known address.

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

## **B. Layoffs**

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

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

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

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

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

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

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

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

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

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

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

### **D. Recalls**

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

- (1) To the most senior employee in the unit division who possesses the minimum qualifications to perform the duties of the position;
- (2) To the most senior employee in the organizational unit who possesses the minimum qualifications to perform the duties of the position;
- (3) To the most senior employee statewide who possesses the minimum qualifications to perform the duties of the position.

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

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

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

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

(b) If no option exists in subsection (a) above, then in lieu of layoff, the affected employee will also be offered reassignment within the crew, in order of seniority, to his or her choice of any available vacancies in his or her last previously held classification, regardless of changes to range, title, and/or bargaining unit of the classification since the employee left the classification, or to his or her choice of any available vacancies in classifications that are lower-related to the employee's current classification.

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

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

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

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

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

Upon promotion an employee shall be entitled to return to his/her former position voluntarily within thirty (30) days of promotion; otherwise voluntary demotion rules will apply. Employees promoted under the provisions of this Article will be in a probationary status for a period of six (6) months from the effective date of the promotion. Such probationary period may be extended for just cause for an additional six (6) months. During such period the employee may be removed from the position promoted to for

failure to fulfill the duties of the position. In such case he/she shall be returned to his/her former position if the employee so desires. An employee filling a position created by the promotion shall be likewise entitled to return to his/her former position.

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

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

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

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

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

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

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

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

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

## **H. Permanent Seasonal Employees**

The provisions of this Article shall apply to seasonal employees covered by this Agreement but in a separate seniority, layoff, reassignment, displacement and recall track, for their respective seasons, except that for seasonal positions of fifteen (15) weeks or less in the Department of Agriculture, Conservation and Forestry the exercise of all rights are limited to the unit division. Permanent employees laid off from their permanent position shall be entitled to return to previously held permanent seasonal positions. For purposes of this Article, when a seasonal employee moves from the seasonal track to the year-round track, seniority calculations shall be converted to reflect actual time worked in the seasonal position. Seniority credits for the purpose of this conversion shall be calculated in weekly increments. Any time worked within a given week shall be recognized as a full week.

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

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

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

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

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

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

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

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

An employee in the bargaining unit as of the effective date of this Agreement in a position in a class covered by this Agreement but who becomes excluded pursuant to Section 979-A(6)(C) of the State Employees Labor Relations Act and an employee who

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 60. SEVERABILITY**

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

## **ARTICLE 61. SHIFT ASSIGNMENTS**

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

This provision shall not apply to necessary training assignments. This provision shall not in itself alter the practice of rotating shifts where such practice presently exists. No employee, who has a regular shift assignment on the effective date of the Agreement, shall be involuntarily displaced from such shift assignment as a result of this Article.

## **ARTICLE 62. SICK LEAVE**

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

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

Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive workdays, or because of repeated absences on days preceding or days following a holiday or weekend. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

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

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

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

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

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

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

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

**ARTICLE 62. SICK LEAVE**

1. Sick leave credit shall be earned at the rate of 3.7 hours per completed two-week pay period of service. The current practices concerning the earning of sick leave credits shall be continued only for those employees regularly scheduled to work in excess of forty (40) hours per week and only for as long as they are so scheduled. Sick leave shall be earned from the employee's date of employment. Sick leave credit shall be earned for any pay period in which the employee has been in pay status for five (5) or more workdays or forty (40) hours. A part-time or intermittent employee shall earn sick leave as follows: a part-time or intermittent employee shall earn .04625 hours of sick leave for each hour in pay status per two-week pay period. For part-time employees, "hours in pay status" shall be an employee's regularly scheduled budget authorized hours. An employee may accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall be seven hundred twenty (720) hours. For part-time or intermittent employees, the maximum accumulation of sick leave and the amount of unused sick leave which can be credited toward State service for retirement purposes shall be a percentage of nine hundred sixty (960) hours and seven hundred twenty (720) hours, respectively, equal to ten percent (10%) for each eight (8) hours in pay status per two-week pay period. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any employee who has such lapsed sick leave to his/her credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources at his/her discretion may authorize restoration of all or any part of the lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee.

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

Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive workdays, or because of

repeated absences on days preceding or days following a holiday or weekend. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

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

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

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

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

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

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

## **ARTICLE 63. STATE VEHICLES AND EQUIPMENT**

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

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

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

with a one hundred dollar (\$100.00) deductible, for the personal use of a State vehicle which is authorized by this Article.

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

**5.** Use of vehicles while on duty status:

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

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

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

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

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

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

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

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

**7.** Employees of the Warden Service in the Department of Inland Fisheries and Wildlife shall not be subject to the provisions of this Article on the use of vehicles while on duty status or when not on scheduled duty status, but instead shall continue to be subject to the provisions of Inland Fisheries and Wildlife Policy #33 - Personal Use of State Owned Vehicles and Equipment.

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

**9.** In addition to present practice, Forest Rangers with assigned State vehicles may use such vehicles for transportation to work from their residences and return.

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

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

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

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

11. The State agrees to reimburse each Maine State Police Lieutenants five dollars (\$5.00) per week towards the cost of keeping his/her assigned state vehicle clean and presentable to the public. This payment will be done on a semi-annual basis in January and July and shall be prorated for those employees who become eligible or terminate employment between the semi-annual payments.

## **ARTICLE 64. UNION MEMBERSHIP AND DUES DEDUCTION**

### **A. Union Membership**

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

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

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

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

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

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

### **B. Payroll Deduction**

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

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

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

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

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

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

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

### **C. Indemnification**

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

### **ARTICLE 65. UNPAID PERSONAL LEAVE OF ABSENCE**

1. Any employee may apply for an unpaid personal leave of absence for good and sufficient reason. Leave pursuant to this provision may be for a period not exceeding nine (9) months in any fourteen (14) consecutive months. Such leave may be granted at the discretion of the appointing authority and shall not be unreasonably denied. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. All requests for such leave and responses shall be in writing. The application for leave must specifically state the reasons for such application and the length of time requested. After completion of a period of personal leave of absence, the employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence. If the employee's position is abolished during any such leave, he/she shall be notified and allowed to exercise his/her rights under the Seniority Article of this Agreement.

2. A leave of absence without pay and without loss of seniority not to exceed one (1) year may be granted to an employee to permit the employee to accept a position in State service that is excluded from bargaining units under 26 M.R.S.A. §979-A(6) (the State Employees Labor Relations Act). Such employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence within the one (1) year period. Any employees who have filled vacancies created by the initial movement of the returning employee shall likewise be entitled to return to their former positions.

3. Except as provided in the Seniority Article, if an employee is laid off from an excluded position for reasons beyond his/her control after the expiration of said one (1) year leave, he/she shall at his/her request be placed on any reemployment registers for

which he/she is eligible. Upon reemployment he/she shall be credited with the seniority earned up to the start of the leave granted pursuant to this Article.

4. Any employee currently on leave of absence from a position in this bargaining unit under Personnel Rules, Chapter 11, Section 3C shall be continued on such leave through the end of his/her current coterminous or fixed term appointment or for one (1) year from the effective date of this Agreement if he/she is serving in a position which does not involve a fixed or coterminous term. An employee on leave for a fixed term or coterminous appointment may upon application have such leave extended for up to three (3) months pending reappointment to such excluded position.

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

## **ARTICLE 66. USE OF STATE FACILITIES**

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

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

Advance arrangements for the use of State facilities shall be made with the department or agency concerned. MSEA-SEIU shall reimburse the State for any additional expense incurred in allowing use of such space. No other employee organization, except such as have been certified or recognized as the bargaining agent for other State employees, shall have the right to meeting space in State facilities for purposes pertaining to terms and conditions of employment of employees. The use of State facilities for meetings shall be in non-work areas or where work is not in progress. Other than meetings in private between MSEA-SEIU staff representatives or stewards and employees in the investigation and processing of grievances, all meetings in State facilities shall be during the off-duty time of employees attending and, in all instances, attendance shall be voluntary. Arrangements for any meetings in State facilities will be made so as to avoid interference with the department's or agency's operations or violation of the department's or agency's security.

## **ARTICLE 67. VACATION**

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

0 through 10 years – 10 hours

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

11 through 15 years – 12 hours  
16 through 20 years – 14 hours  
20+ years – 16 hours

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

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

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

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

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

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

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

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

**8.** Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The

maximum which may be carried over is one-half (½) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

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

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

**ARTICLE 67. VACATION**

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

0 through 10 years – 4.7 hours

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

11 through 15 years – 5.6 hours

16 through 20 years – 6.5 hours

20+ years – 7.4 hours

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

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

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

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

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

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

d. provided the last three (3) years of service have been continuous a part-time or intermittent employee with at least twenty (20) years of service shall earn .0925 hours of vacation for each hour in pay status per two-week pay period. Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 68. WINTER ALLOWANCE**

Each MaineDOT employee classified as a Transportation Crew Leader or Transportation Crew Supervisor within the Bureau of Maintenance and Operations who operates vehicles and equipment used for snow/ice plowing and removal operations or supervises the operation of vehicles and equipment used for snow/ice plowing and removal operations during the MaineDOT designated winter season will received one hundred dollars (\$100.00) for each week of the designated winter season in which s/he worked any part of the week and was available for call outs. Such allowance will be paid as a lump sum at the end of the winter season. For an employee who becomes eligible during the winter season and remains through the end of the winter season, the winter allowance will be calculated from the date s/he became eligible. Any employee who leaves employment with the Department of Transportation before the end of the winter season is not eligible for the winter allowance.

#### **ARTICLE 69. WITHDRAWAL OF RESIGNATION**

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

#### **ARTICLE 70. WORK CLOTHING**

1. The State shall continue to furnish foul weather gear and work clothing, such as aprons, smocks, shop coats, lab coats, coveralls, and boots to employees furnished such clothing in the past. The State shall be responsible for continuing to provide

laundering of work clothing where such service is being provided as of the effective date of this Agreement.

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

3. Ferry Service employees shall be provided with one-piece hooded slickers.

4. The State shall provide one (1) poncho for each gatehouse, one (1) rainsuit to each Ranger and two (2) ponchos for Maintenance Mechanics working at Baxter State Park.

5. The Bureau of General Services will initially provide the following work clothing for the High Voltage Electrician Supervisor:

5 pair flame resistant denim jeans

5 long sleeve flame resistant henley shirts

5 long sleeve flame resistant button front shirts

The BGS High Voltage Electrician Supervisor will then be eligible to receive a work clothing allowance of one hundred twenty-five dollars (\$125.00) per year, with half paid in January and half paid in July of each year to eligible employees on the payroll at the time of the payment.

Should the Bureau of General Services order jackets for staff, flame resistant jackets will be considered for the High Voltage Electrician Supervisors.

## **ARTICLE 71. WORK RULES**

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

## **ARTICLE 72. WORK STOPPAGE AND SLOWDOWN**

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

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

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

## **ARTICLE 73. WORKERS' COMPENSATION**

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

Where an employee has been unable to work for one (1) year, the employee may be terminated from his or her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the position from which he/she was terminated, the employee may return to that position if it is vacant. If that position is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position, or the next available position if no such vacancy exists in the same classification within the department or agency and for which the employee is qualified, and shall be treated as if on layoff status.

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

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

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

## **ARTICLE 74. TERM OF AGREEMENT**

This Agreement shall be effective from August 1, 2019 through June 30, 2021, unless otherwise specifically provided herein. Either party shall give sixty (60) days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

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

DRAFT

**MEMORANDUM OF AGREEMENT  
DRIVER LICENSE EXAMINER II**

**1. Work Schedules of Driver License Examiner II positions designated as FLSA non-exempt**

Driver License Examiner IIs designated as FLSA non-exempt shall be scheduled to work forty (40) hours per week. In addition, they are guaranteed the opportunity to work no less than 4.3 hours of overtime during each work week. Hours of overtime may be less than 4.3 at the prerogative of the employee, in which case the employee is only paid for hours actually worked. Overtime pay will be at the premium rate (one and one half times the regular hourly rate) for the hours worked in excess of forty (40) during any work week. With supervisory approval, overtime hours may be scheduled above 4.3 hours if required to complete the responsibilities and duties performed by the DLE II.

**2. Application of Contract Provisions**

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

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

## SUPERVISORY

Accounting Analyst Supervisor  
Agricultural Compliance Supv  
Agriculture Program Supervisor  
Aircraft Mechanic Supervisor  
Allagash Park Ranger II  
Archivist III  
Assistant UC Team Leader  
Asst Dir Classification Sys  
Asst Dir Div Medicaid/Medicare Svc  
Asst Ex Dir Bd Reg Medicine  
Asst Ex Dir Board Nursing  
Asst Mil Fire Chief  
Asst State Park Regional Mgr  
Asst Supt Maine Wildlife Park  
Auditor III  
Auto Mechanic Supervisor  
Baxter Park Enforcement Ranger  
Baxter Park Maint & Trans  
Supervisor  
Baxter Park Trail Supervisor  
Baxter Park District Ranger  
Baxter Park Supervisor  
Biologist II  
Biologist III  
Boating Facilities Maint Supv  
BSP Supervisory Carpenter  
Building Control Supv  
Building Maintenance Supt  
Building Maintenance Supv  
Business Manager I  
Business Manager II  
Business Services Manager  
Business Systems Manager  
Business Sys Quality Assurance  
Mgr  
Capitol Police Lt  
Capitol Police Sgt  
Career Center Manager  
Casework Supervisor  
Central Services Manager  
Central Services Supervisor  
Certified Seed Program Manager  
Chemist III  
Chief Boiler Elevator Inspect  
Chief Correctional Firearms  
Instructor  
Chief Correctional Industries Manager  
Chief Field Investigator  
Chief Historic Preservationist  
Chief Labor/Safety Inspec  
Chief Meteorologist  
Chief MV Title Examiner  
Chief of Security  
Chief Planner  
Chief Volunteer Services  
Child Pro Serv Asst Program Admin  
Child Pro Serv Caseworker Supv  
Child Pro Serv Program Admin  
Civil Engineer III  
Clerk IV  
Computer Facilities Manager  
Computer Operations Asst Mgr  
Consumer Assistance Supervisor  
Contract/Grant Manager  
Corporate Elections Prog Spec  
Corr Electrician/Electronic  
Supervisor  
Corr Electrician Supervisor  
Correctional Auto Mech Supv  
Correctional Bldg Maint Supt  
Correctional Bldg Maint Supv  
Correctional Captain  
Correctional Food Svc Manager  
Correctional Grd & Equip Supv  
Correctional Industries Manager  
Correctional Lieutenant  
Correctional Maint Mech Supv  
Correctional Plt Main Eng III  
Correctional Plumber Supv  
Correctional Warehouse Supt  
Corrections Unit Manager  
Data & Research Coordinator  
Development Program Manager  
Dietetic Services Manager  
Dir Class & Collateral Svcs  
Dir Div Data & Research

Dir Earth Resources Info  
 Dir House/Custodial Svc  
 Dir Industrial Safety  
 Dir Lab & Mortuary Operations  
 Dir Labor Outreach & Education  
 Dir ME Conservation Corps  
 Dir of Bldg Control Operations  
 Dir Of Operations DDS  
 Dir Real Property Mgmt  
 Dir Research Statistics  
 Dir Wage & Hour Division  
 Director of Security  
 Director Special Education MYC  
 Disability Claims Supervisor  
 District Forest Ranger  
 District Tax Audit Manager  
 Driver License Exam II  
 Education Program Supervisor  
 Electronic Security System Supv  
 Electrician Supervisor  
 Emergency Comm Spec Supv  
 Employment & Trng Spec IV  
 Entomology Field Mapping Supv  
 Environmental Eng Svcs Mgr  
 Environmental Specialist IV  
 Ex Dir Manufactured Housing Bd  
 Ex Housekeeper  
 Facilities Project Manager  
 Family Independence Prog Mgr  
 Family Independence Unit Supv  
 Ferry Captain  
 Ferry Port Engineer  
 Ferry Terminal Facility  
 Supervisor  
 Fire Investigator Sergeant  
 Fish Culture Supv  
 Food Inspection Supervisor  
 Food Service Manager  
 Fuel Inspection Supervisor  
 Game Warden Lieutenant  
 Game Warden Pilot Supv  
 Game Warden Sergeant  
 Grounds Equipment Maint Mgr  
 Grounds Equipment Supervisor  
 Health Program Manager  
 Health Services Supervisor  
 High Voltage Electrician Supv  
 Hospital Nurse IV  
 Housekeeper II  
 Housing Resource Developer  
 Human Services Caseworker Supv  
 Hydrogeologist  
 IF&W Education Coordinator  
 IF&W Resource Supervisor  
 Inspection Program Manager  
 Institutional Safety & Maint Director  
 Insurance Actuarial Assistant  
 Insurance Actuary  
 Insurance Division Supervisor  
 Insurance Examiner In-Charge  
 IT Project Consultant  
 ITS – Master Electrician  
 Juvenile Facility Operations Supv  
 Juvenile Program Manager  
 Legal Administrator  
 Library Section Supervisor  
 Lottery Field Supervisor  
 Maintenance Mechanic Supervisor  
 Manager Trans Investigations  
 Managing Insurance Examiner  
 Marine Patrol Lieutenant  
 Marine Patrol Pilot Supervisor  
 Marine Patrol Sergeant  
 Marine Resource Scientist II  
 Marine Resource Scientist III  
 Marine Resources Scientist IV  
 MCJA Assistant Director  
 ME Human Rights Investigator Supv  
 Mech Stores Supervisor  
 Med Records Administrator  
 Med Surveillance & Util Supv  
 Media & Graphics Supervisor  
 Medicolegal Death Investigator II  
 MEMA Communications System Mgr  
 Mental Health Casework Supervisor  
 Mental Health Worker V  
 Metrologist  
 Microbiologist III  
 Microbiologist Supervisor

Military Firefighter Supervisor	Resource Management Coord
Motor Carrier Inspections Supv	Sanitary Engineer III
Motor Transport Services Manager	SBI Business Systems Manager
Motor Vehicle Safety Insp Supervisor	SBI Specialist Supervisor
MV Branch Office Manager	Seafood Technology Supervisor
MV Section Manager	Senior Auditor
Navigational Aides Supervisor	Senior Auditor-IT Bus Sys
Occ Health & Safety Program Supv	Senior Contract/Grant Spec
Oil Hazard Material Spec III	Senior Electrical Inspector
Oil Hazardous Materials Resp III	Senior Environmental Engineer
OIT Program Manager	Senior Environmental
OMP – Chief Lic. Investigator	Hydrogeologist
Park Manager I	Senior Laboratory Scientist
Park Manager II	Senior Motor Vehicle Detective
Park Manager III	Senior Motor Vehicle Section Mgr
Park Manager IV	Senior Tax Examiner
Pest Control Board Director	Social Services Supervisor
Plant Maintenance Engineer II	Social Services Manager I
Plant Maintenance Engineer III	Social Services Program Mgr
Principal	Social Services Program Spec II
Principal Bank Examiner	SR Health Program Manager
Principal Consumer Credit Exam	SR Manufactured Housing Inspector
Principal Econ Research Analyst	Staff Accountant
Principal Revenue Agent	Staff Accountant
Principal-Corrections	Staff Development Coordinator
Procurement Analyst Manager	State Horticulturist
Procurement Manager	State House Exec Housekeeper
Procurement Support Manager	State Police Lieutenant
Professional Licensing Supervisor	State Projects Constructions Supt
Program Admin Family	Statistical Program Supervisor
Independence	Supervisor Data & Research
Program Mgr Employment & Trng	Supervisor Graphics & Digital
Project Manager	Service
Public Health Nurse Supv	Supervisor of Licensing
Public Safety Inspector III	Supervisor of Licensing &
Public Safety Lic/Insp Supv	Registration
R/W Appraiser III	Supervisor Office Services
Ranger Pilot Supervisor	Supervisor Off-Road Rec Vehicle
Regional Director Rehab Servs	Prg
Regional Forest Ranger	Supervisor Outdoor Recreation
Regional Supervisor	Supervisor Professional Claims Rev
Regulatory Board Coordinator	Supervisor Recycling Programs
Rehabilitation Services Mgr	Supervisor Veterans Services
Research Assistant (MSEA-D)	Supervisor Vital Statistics
Resource Development Mgr	Supervisory Prof Land Surveyor

Support Enforce District Suprv  
Support Enforce Reg Mgr  
Supt Fish Hatcheries  
Supt Maine Wildlife Park  
Supv Computer Forensic Lab  
Systems Group Manager  
Systems Section Manager  
Systems Team Leader  
Tax Div Asst Exec  
Tax Section Manager  
Teacher/Principal  
TEFAP Director  
Transitional Duty (MSEA-D)  
Transportation Crew Leader  
Transportation Crew Supervisor  
Transportation Engineer III  
Transportation Laboratory Supv  
Transportation Operations Mgr  
Unemployment Comp Regional Mgr  
Unemployment Comp Team Leader  
Volunteer Services Coord  
Warehouse Superintendent  
Workers Comp Deputy Sr Staff  
Attorney  
Workers Comp Ins Div Supv  
Workplace Safety & Health Manager

**APPENDIX A  
PART-TIME EMPLOYMENT PRORATION**

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

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

**STATE OF MAINE**

By:

Janet T. Mills, Governor  
Kirsten LC Figueroa, Commissioner  
Department of Administrative  
and Financial Services  
Breena Bissell, Chief Negotiator  
Amanda Beckwith, Bargaining Team Member  
Susan Bell, Bargaining Team Member  
J. Thaddeus Cotnoir, Bargaining Team Member  
Charlene Gamage, Bargaining Team Member  
Becky Greene, Bargaining Team Member  
Kelsie Lee, Bargaining Team Member  
Wendy Malinowski, Bargaining Team Member  
Lindsey Quirion, Bargaining Team Member

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

By:

Ramona Welton, President  
Dean Staffieri, Vice President  
Alec Maybarduk, Executive Director  
Anne Macri, Chief Negotiator  
Robin Upton-Sukeforth, Field Representative  
David Projansky, Bargaining Team Member  
Maureen Sullivan, Bargaining Team Member  
Jon Woodard, Bargaining Team Member

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

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

Correctional Electrician Supervisor  
Correctional Grounds & Equipment Supervisor  
Correctional Laundry Supervisor  
Correctional Plumber Supervisor  
Correctional Warehouse Superintendent  
Correctional Building Maintenance Supervisor  
Correctional Food Service Manager  
Correctional Auto Mechanic Supervisor  
Correctional Maintenance Mechanic Supervisor  
Building Control Supervisor  
Plate Shop Manager  
Wood Products Manager

## **MEMORANDUM OF AGREEMENT TEACHERS AND RELATED CLASSIFICATIONS**

The undersigned parties to this agreement agree that this agreement pertains only to adult teachers and employees in related classifications as defined herein.

The parties to this agreement mutually agree that this agreement is an addition to and part of the Professional and Technical Services contract and of the Supervisory Services contract.

All provisions of the applicable collective bargaining agreement, except as specifically noted herein, shall remain in full force and effect with regard to employees covered by this agreement.

### **TEACHERS**

#### **PAY SCALE**

- A.** The pay scale for Teacher classifications shall be the three (3) level, thirteen (13) steps per level scale.
- Level 1 shall apply to those teachers who do not hold a Master's degree.
  - Level 2 shall apply to those teachers who hold a Master's degree but do not hold an additional thirty (30) transcribed credit hours awarded by accredited colleges or universities.
  - Level 3 shall apply to those teachers who hold a Master's degree plus thirty (30) transcribed credit hours awarded by accredited colleges or universities.
- B.** Each level shall include steps 1 through 13. Progression on the scale shall be pursuant to the Compensation Article as follows:
- Each employee shall be eligible for an annual step increase to steps 2 through 10 in accordance with existing salary schedule progression procedures and practices on the employee's anniversary date.
  - Each employee on step 10, step 11, or step 12 shall be eligible for a step increase in accordance with existing salary schedule progression procedures and practices on the employee's second (2<sup>nd</sup>) anniversary date after reaching step 10, step 11, or step 12.
- C. Level Movement**
- An employee who acquires a Master's degree or a Master's degree plus 30 credit hours shall be entitled to move to the appropriate higher level of the pay scale on his/her anniversary date following acquisition of the credentials, and
  - The employee shall be placed on the higher level at the step reflecting a two (2) step advance from the employee's salary immediately prior to

the anniversary date (one step for performance, and one step for achievement of credentials).

- D. The pay scale shall be adjusted pursuant to bargaining unit contracts to provide general salary increases.
- E. The annual salaries of teachers shall be paid in twenty-six (26) bi-weekly installments.
- F. No teachers shall be eligible for longevity payments under the terms of the Professional/Technical bargaining unit agreement.

### **PAY CALCULATION**

The annual salaries of teachers shall be paid in twenty-six biweekly installments. The formula for calculating pay will be the daily rate of pay multiplied by the number of days budgeted for the position. This will establish an annual rate of pay. (Adult teachers are typically budgeted for 236 days.) The annual rate of pay will be divided by 2,080 hours to establish an hourly rate. This formula is designed to ensure that teachers receive pay throughout the year.

### **PERSONAL DAYS**

Teachers covered by this agreement shall be entitled to three (3) personal days per year with pay as of January 1 of each year. Teachers who first become eligible for personal days on or after July 1 of a calendar year shall receive only one and one-half (1 & 1/2) days for the year instead of three (3). Except where operational needs require otherwise, these teachers shall be entitled to take these personal leave days at times of their choice. Except in cases of personal emergency five (5) days' notice to the employee's supervisor shall be required prior to the use of personal leave days.

These personal leave days shall not be carried forward from year to year unless the teacher is denied his/her personal leave day because of operational needs.

### **TEACHER CLASSIFICATIONS DEFINED**

The teacher classifications covered by this agreement are:

- Teacher, BS
- Teacher, MS
- Teacher, MS +30
- Vocational Trades Instructor, BS
- Vocational Trades Instructor, MS
- Vocational Trades Instructor, MS +30

The parties agree that the following provisions of the Professional/Technical Agreement shall not apply to teachers covered by this agreement;

- Overtime
- Longevity
- Compensating Time
- Holidays
- Vacation

DRAFT

**MEMORANDUM OF AGREEMENT  
BETWEEN THE MAINE STATE EMPLOYEES ASSOCIATION SEIU LOCAL 1989  
AND THE STATE OF MAINE**

**JUVENILE CORRECTIONAL TEACHERS AND RELATED CLASSIFICATIONS  
07/21/2009**

The undersigned parties to this agreement agree that this agreement pertains only to teachers and employees in related classifications as defined herein.

The parties to this agreement mutually agree that this agreement is an addition to and part of the Professional and Technical Services contract and of the Supervisory Services contract.

All provisions of the applicable collective bargaining agreement, except as specifically noted herein, shall remain in full force and effect with regard to employees covered by this agreement.

**TEACHERS**

The State agrees to make this document and all related schedules available to new teachers and related employees at time of hire.

**I. PAY SCALE**

- A.** The pay scale for Teacher classifications shall be the three (3) levels, thirteen (13) steps per level scale attached hereto:
  - 1. Level 1 shall apply to those teachers who do not hold a Masters degree.
  - 2. Level 2 shall apply to those teachers who hold a Masters degree but do not hold an additional thirty (30) transcribed credit hours awarded by accredited colleges or universities.
  - 3. Level 3 shall apply to those teachers who hold a Masters degree plus thirty (30) transcribed credit hours awarded by accredited colleges or universities.
- B.** Each level shall include steps 1 through 13, as described on current teacher pay scales, as follows:
  - 1. Each employee shall be eligible for an annual step increase to steps 2 through 10 in accordance with existing salary schedule progression procedures and practices on the employee's anniversary date.
  - 2. Each employee on step 10, step 11 or step 12 shall be eligible for a step increase in accordance with existing salary schedule progression procedures and practices on the employee's second anniversary date after reaching step 10, step 11, or step 12.
- C. Level Movement**
  - 1. An employee who acquires a Masters degree or a Masters degree

plus 30 credit hours shall be entitled to move to the appropriate higher level of the pay scale on his/her anniversary date following acquisition of the credentials, and

2. The employee shall be placed on the higher level at the step reflecting a two (2) step advance from the employee's salary immediately prior to the anniversary date (one step for performance and one step for achievement of credentials).
- D. The pay scale shall be adjusted pursuant to bargaining unit contracts to provide general salary increases.

## **II. PER DIEM PAY DESCRIPTORS**

A. The Pay scale described in I above shall be as follows:

1. Daily rate of pay: Each employee's daily rate of pay as of implementation of this agreement shall equal the number of the employee's annual work days divided into the employee's base annual salary rounded to the nearest cent immediately prior to implementation.
  - a. In the case of Long Creek Youth Development Center and Mountain View Youth Development Center employees, the schedule of annual work days shall equal two hundred twenty-four (224) work days.
  - b. In the case of all other employees, the employee's annual work days equals the number of days the employee is scheduled to work during the school year.
2. Each employee shall be placed on the level of the new scale, which reflects the employee's academic credentials.

### **B. Unused Vacation and Compensatory Time**

1. All unused vacation time accrued by each affected employee transferring to the per diem pay schedule shall be converted to cash at the employee's rate of pay immediately prior to implementation and paid to each employee at the time of implementation.
2. All unused compensatory time accrued by each affected employee transferring to the per diem pay scale shall be converted to cash at the employee's rate of pay.

## **III. INDIVIDUAL SCHOOL YEAR SCHEDULES**

A. Individual school year work schedules shall be formulated prior to the beginning of each school year, but no later than September 1 of each year. Teachers covered by this agreement at Mountain View shall continue to be entitled to choose five (5) discretionary days off at times of their choice within the school calendar schedule. The employee's choice of these days shall not be unreasonably denied, subject to operational needs. The remaining school calendar will continue to be established by the agency. The parties also agree that LCYDC will be allowed this option, based on majority vote, no later than April 1<sup>st</sup> of each year.

- B. Additional days off without pay may be allowed with the mutual agreement of the teacher and his/her supervisor.
- C. The annual salaries of teachers shall be paid in twenty-six (26) bi-weekly installments.

**IV. LUMP SUM IN LIEU OF LONGEVITY PAY**

- A. No teachers shall be eligible for longevity payments under the terms of the Professional/Technical bargaining unit agreement.

**V. PERSONAL DAYS**

Teachers covered by this agreement shall be entitled to two (2) personal days per year with pay and each year thereafter. Teachers who first become eligible for personal days on or after July 1 of a calendar year shall receive only one (1) day for the year instead of two (2). Except where operational needs require otherwise, these teachers shall be entitled to take these personal leave days at times of their choice. Except in cases of personal emergency five (5) days' notice to the employee's supervisor shall be required prior to the use of personal leave days.

These personal leave days shall not be carried forward from year to year unless the teacher is denied his/her personal leave day because of operational needs.

**VI. EXTRACURRICULAR ACTIVITIES**

Effective July 1, 2009, stipends for participation in extracurricular activities which are authorized by the appointing authority shall be:

**Pathfinders/Mountaineering:**

Inland	\$950/year
Sailing	\$400/year
Art Club Advisor	\$300/year
Drama Club Advisor	\$300/year
Cross Country Skiing	\$150/year

**Interscholastic Coaches:**

Boys' Basketball	\$1000/year
Girls' Basketball (if class D)	\$1000/year
Asst. Boys' Basketball	\$750/year
Asst. Girls' Basketball (if class D)	\$750/year

**Interscholastic Sport:**

Scorekeeper/Timekeeper	\$10/game
------------------------	-----------

**Club Sport Coaches:**

Soccer	\$400/year
Track	\$400/year
Cross County Running	\$400/year
Girls' Basketball (if not class D)	\$400/year

Sports Activity Director \$400/year  
Athletic Director \$200/year

**Committee:**

C.S.P.D. Chair \$400/year  
C.S.P.D. Members \$300/year  
Teacher Support System Chair \$400/year  
Teacher Support System Member \$300/year  
Institutional Printing 1/8 teachers' daily rate per hour  
Barbering \$300/year  
Tutoring 1/8 teachers' daily rate per hour

**VIII. TEACHER CLASSIFICATIONS DEFINED**

The teacher classifications covered by this agreement are:

Librarian Teacher	MH/MR Vocational Trades Inst.
Teacher	Juvenile Teacher
Teacher Learning Disabled	Juvenile Voc. Trades Inst.
Teacher of the Deaf	Teacher Manual Training
Vocational Trades Instructor	VTI-Juvenile

**IX. THE PARTIES AGREE THAT THE FOLLOWING PROVISIONS OF THE PROFESSIONAL/TECHNICAL AGREEMENT SHALL NOT APPLY TO TEACHERS COVERED BY THIS AGREEMENT:**

- A. Overtime
- B. Longevity
- C. Compensating Time
- D. Holidays
- E. Vacation

## **TEACHER RELATED CLASSIFICATION**

### **I. PAY SCALE**

- A.** Effective August 31, 1987, the pay ranges to which each of the teacher related classifications is allocated shall be extended to include two (2) additional steps; Step H and Step I. In each case the money amounts of Step H shall be five percent (5%) greater than the amounts of the corresponding Step G. Likewise the amounts of each Step I shall be five percent (5%) greater than the amounts of the corresponding Step H.
- B.** Except as provided in Section II, Implementation, an employee's progression on the scale shall be pursuant to the salary schedule progression provisions of the appropriate collective bargaining agreement and as follows:
  - 1.** Each employee shall be eligible for an annual step increase to steps B through G in accordance with existing salary schedule progression procedures and practices on the employee's anniversary date.
  - 2.** Each employee on Step G or Step H shall be eligible for a step increase in accordance with existing salary schedule progression procedures and practices on the employee's second anniversary date after reaching Step G or Step H.
- C.** The pay scale shall be adjusted pursuant to bargaining unit contracts to provide general salary increases.

### **RECRUITMENT & RETENTION SALARY ADJUSTMENTS FOR JUVENILE TEACHER AND RELATED CLASSIFICATIONS, LONG CREEK YOUTH DEVELOPMENT CENTER AND MOUNTAIN VIEW YOUTH DEVELOPMENT CENTER**

As authorized under Title 5, Sec. 7065, a fifteen percent (15%) recruitment and retention adjustment is recommended to supplement the rates fixed in the compensation plan for Teacher BS Juvenile (5268), Teacher MS Juvenile (5275), Teacher MS+30 Juvenile (5277), Vocational Trades Instructor BS (3137), Vocational Trades Instructor MS (3144), Vocational Trades Instructor MS+30 (3145) Vocational Trades Instructor Juvenile BS (5282), Vocational Trades Instructor Juvenile MS (5283), and Vocational Trades Instructor Juvenile MS+30 (5286). This adjustment will be divided into two parts as follows: Ten percent (10%) adjustment of base salary shall be added to the base salary of each position as shown in Salary table 54. The remaining five percent (5%) of the base pay as reflected in salary table 54 shall be paid in a lump sum professional development bonus only to incumbents who have established and completed an approved professional development plan during the contract year and have submitted the acceptable documentation of completion. This determination shall be made by school and LCYDC/MVYDC officials.

Additionally, a fifteen percent (15%) recruitment and retention adjustment is recommended for Principal-Corrections (3058), Assistant Principal (3038), and Director

Special Education, MYC (5240) positions. This adjustment shall be divided into two parts as follows: Ten percent (10%) adjustment of base pay shall be added to the base salary of each position as shown in salary table 08. The remaining five percent (5%) of base pay as reflected in the salary table 08 shall be paid as a lump sum professional development bonus only to incumbents who have established and completed an approved professional development plan during the contract year and have submitted acceptable documentation of completion. This determination shall be made by LCYDC/MVYDC officials. Clarification and refinement of the overall professional development plan shall be subject to further labor/management discussion to ensure plan acceptability and viability. Eligibility criteria for the five percent (5%) portion of the adjustment shall be devised and implemented in such fashion as to meet the Maine State Retirement System definition of "earnable compensation" for retirement determination purposes.

### **EXTRACURRICULAR STIPENDS (from 1991 agreement)**

**1. Pathfinders/Mountaineering:**

Up to four (4) positions, may be increased by mutual agreement by the parties.

**2. Clubs and Activities:**

(may include but are not limited to:)

**Athletic Activities**

Cross Country Skiing  
Cross Country Running  
Intramural Basketball  
Intramural Volleyball  
Intramural Softball

**Non-Athletic Activities**

Chess Club  
Drama Club  
Art Club  
Computer Club  
Industrial Arts Club

**3. Activity Coordinator:** will be responsible for rough calendar plotting of activities to avoid serious conflicts of activities. Specific activity date within the designated block of time would be the responsibility of the Activity Director.

**Request for proposals:** prior to the established deadlines the administration will issue a request for proposal activities. Proposals shall be reviewed and approved using the following criteria:

- a. Institutional needs in support of providing students with a healthy year-round balance of athletic and non-athletic extracurricular opportunities as part of a balanced educational program.
- b. Favorable consideration toward renewal of previous years' programs and those directors of successful programs.
- c. Equitable consideration of all new applicants.

**Proposal forms:**

An extracurricular proposal form shall be developed to include the following:

- a. Name of the proposed activity
- b. Name of the activity director
- c. Description and/or rationale for the proposed activity
- d. Proposed activity start and finish date
- e. Frequency of student activities per week per month

**Proposal deadlines:**

First semester activities.....June 15<sup>th</sup>

Second semester activities.....October 15<sup>th</sup>

Any proposal for an activity that overlaps semesters will observe the deadline for the semester in which the activity started.

Activity contracts: will be developed by the administration and the activity director so that both parties understand conditions of compensation.

**4. Professional Committees:**

Steering/Teacher Support System – Chairperson of Record X 1 position

Steering/Teacher Support System Members – Up to 5 positions, may be increased by mutual agreement of the parties

**5. Professional Services:**

Institutional Printing (daily rate/8)

Tutoring (daily rate/8)

Barbering = \$300.00

Chaperones (for off grounds events) \$50.00 per non-teaching day.

(does not include: institutional printing, tutoring chaperones)

The Department of Corrections will pay employees at MVYDC stipends for extracurricular activities and professional committee participation authorized by the appointing authority in the same manner as LCYDC. The activities will be established and committee members identified from school year to school year using the same review process.

Dated: 7/21/09

Rodney Hiltz  
For MSEA-SEIU 1989

Alicia Kellogg  
For the State of Maine

**ADDENDUM/AMENDMENT  
TO  
MEMORANDUM OF AGREEMENT  
BETWEEN THE MAINE STATE EMPLOYEES ASSOCIATION SEIU LOCAL 1989  
AND THE STATE OF MAINE**

**JUVENILE CORRECTIONAL TEACHERS AND RELATED CLASSIFICATIONS  
July 21, 2009**

Section 8 (Teacher Classifications Defined) contains classifications not in use or incorrectly identified. This Addendum/Amendment corrects that error.

VII. TEACHER CLASSIFICATIONS DEFINED

The Teacher classifications covered by this agreement are:

<b>CLASS CODE</b>	<b>TITLE</b>
3122	SUBSTITUTE TEACHER
3125	TEACHER BS
5268	TEACHER BS JUVENILE
3142	TEACHER MS
5275	TEACHER MS JUVENILE
3143	TEACHER MS+30
5277	TEACHER MS+30 JUVENILE
3134	TEACHER/PRINCIPAL
3137	VOCATIONAL TRADES INSTRUCTOR BS
3144	VOCATIONAL TRADES INSTRUCTOR MS
3145	VOCATIONAL TRADES INSTRUCTOR MS+30
5282	VOCATIONAL TRADES INSTRUCTOR JUVENILE BS
5283	VOCATIONAL TRADES INSTRUCTOR JUVENILE MS
5286	VOCATIONAL TRADES INSTRUCTOR JUVENILE MS+30

Date: September 11, 2009

## STATEMENT OF COMMITMENT

Crime Lab personnel will have access to the services provided by the Maine State Police Critical Incident Stress Debriefing team.

Agreed to on 07/09/2009

### **For the State**

Alicia Kellogg, Director  
Bureau of Human Resources  
Chief Negotiator

### **For MSEA-SEIU, Local 1989**

Rodney Hiltz, Director of Field  
Services  
Chief Negotiator

DRAFT

**PILOT PROJECT FOR  
OPTIONAL TRIPARTITE ARBITRATION PROCESS**

**Maine State Employees Association, SEIU Local 1989  
And  
State of Maine**

The Maine State Employees Association, SEIU Local 1989, and the State of Maine, hereby agree to implement the tripartite procedure described below as a pilot project for a six (6) month period, beginning in or around April of 1999. The project will terminate after six (6) months unless the parties agree otherwise. The parties agree to designate Ann Gosline and Jim Litton as neutral arbitrators, and will work to resolve procedural issues between the date of the execution of this agreement and the beginning of the pilot project.

After the Union files the Demand for Arbitration in a grievance, cases subject to this agreement will be processed as follows:

**1. Docketing Conference:**

The parties will maintain a joint docket of all grievances for which a Demand for Arbitration has been filed. The docket will identify the case, list all actions, and set deadlines for the next action. Senior representatives of each party will confer on a regular basis to update the docket, and to schedule new cases.

Once each side is ready to make a selection, the case will be docketed for filing to the Labor Relations Connection ("LRC"), or scheduled for the next arbitrators' conference as described below. The Union will inform the State of its selection at the time it files the Demand for Arbitration. The State will inform the Union of its selection within ten (10) days thereafter.

**2. Arbitration Through the Labor Relations Connection:**

If either party chooses the LRC process, the Union may file the case to the LRC. All current procedures under the applicable collective bargaining agreement will be followed. These cases will not be mediated unless both parties agree.

**3. Tripartite Arbitration:**

The parties will establish a permanent arbitration panel consisting of a senior staff member from each side ("partisan arbitrators") and a neutral arbitrator selected by the partisan arbitrators. The panel will schedule at least one meeting each month. Cases will be resolved or decided through the following five steps:

- a. Conference between parties' advocates and partisan arbitrators:

The partisan arbitrators will meet with their own sides to discuss the case. The parties' advocates will explain the case and give the partisan arbitrators the available documentation.

**b.** Initial arbitrators' conference:

The panel will discuss the case among themselves, with the goal of identifying issues, resolving disputes over documentation or evidence, and assisting the advocates in the presentation of the expedited arbitration hearing. The case will be scheduled for hearing, or for further review by the tripartite panel.

**c.** Pre-hearing conference:

The partisan arbitrators will confer with the advocates for their respective sides, structuring the presentation of the case, and exploring settlement.

**d.** Hearing:

The matter will be heard by the panel. The neutral arbitrator will chair the hearing, with the goal of ensuring a clear and concise presentation of the relevant evidence and arguments in a respectful and non-litigious atmosphere. While the parties retain the same right to present evidence as under traditional arbitration, the neutral arbitrator may limit the introduction of any evidence not essential to the outcome of the arbitration, and will ensure that the record is completed promptly and efficiently. The advocates will close orally.

**e.** Decision:

The arbitration panel will meet and decide the case, issuing a brief decision within thirty days.

*Julie M. Armstrong* 2/25/99  
Julie M. Armstrong, Esq.  
For State of Maine

*Timothy L. Belcher* 2/25/99  
Timothy L. Belcher, Esq.  
For MSEA/SEIU Local 1989

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

**Updated September 2020**

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**A. STATEMENT OF PURPOSE**

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

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

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

**B. ACTING CAPACITY**

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

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

**C. ADMINISTRATIVE LEAVE FOR ANNUAL MEETING**

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

The parties understand that there may be occasions when approval to attend the annual meeting may cause the minimum staffing levels to fall below normal. Such occasions shall not be considered a breach of the minimum staffing protocols. The Base Fire Chief may require a staff member to report for duty if the Fire Chief deems it necessary to meet mission essential or meet minimum manning standards. The state shall not be required to call in for overtime to meet mission essential or minimum

staffing requirements. Employees shall work their normal shift outside the Annual Meeting. Employees will be authorized reasonable travel time to and from the meeting. Any scheduling issues discussed in this paragraph must be worked out with the Base Fire chief thirty (30) days in advance of the annual meeting.

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

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

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

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

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

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

- a. Overtime will be offered to fill the position that is needed to meet the required number of 9 personnel on duty.
  1. Supervisors and Assistant Chiefs shall not be offered overtime if there are two persons within those classifications on duty unless the call-back list for Military Firefighters has been exhausted.
  2. Military Firefighters will not be offered overtime to fill a supervisory role.
  3. Overtime shall not be granted on UTA weekends when fully qualified military personnel are available to maintain required staffing levels.
- b. When call-back is necessary, it shall be done in the following order:
  1. Individuals scheduled for "Kelly" days, will be given priority (top of

list) based on seniority unless operational need dictates otherwise (i.e. a supervisor is needed)

2. If no one is on Kelly day, overtime is offered to the appropriate classification by seniority.
3. If individuals are equal in seniority, employees will be listed in alphabetical order.
4. Implementation of the list will run until the list is exhausted-then will start over.
5. If no contact is made with the individual, the Supervisor will leave a message with the offer of time needed and shall proceed to contact the next individual on the list.
6. If there is a refusal of overtime by an individual, they will be charged as though they refused the hours and placed at the bottom of the list.
7. If overtime has not been accepted by 0730 on the day it is necessary, an employee from the outgoing shift will be held for mandatory overtime.

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

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

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

#### **H. COMPENSATING TIME**

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

#### **I. COMPENSATION**

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

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

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

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

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

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

## **J. CONTRACT PROVISIONS**

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

a. **ARTICLE 10 - COMPENSATION**

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

b. **ARTICLE 35 - HOLIDAYS**

c. **ARTICLE 46 - OVERTIME ASSIGNMENTS**

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

d. **ARTICLE 10 - COMPENSATION**

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

## **K. DRUG TESTING**

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

## **L. FAMILY TIME**

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

## **M. GRIEVANCE HANDLING**

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

## **N. KELLY DAY**

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

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

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

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

a.) The parties agree that the previously established Labor-Management Committee can meet quarterly or as needed to work towards agreement on any and all issues affecting the program. Any action taken by the committee will be by mutual agreement and with approval by the Office of Employee Relations and the MSEA-SEIU. The Labor/Management committee has no authority to add to, delete from, or modify this agreement or requirements established by statewide policy.

The Base Fire Chief will provide file space for the Union Chapter.

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

A Labor/Management Committee on Annual Cancer Screenings comprised of three representatives from Management and three representatives from Labor

appointed by the respected bargaining agent to develop an annual cancer screening policy. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

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

**P. MILITARY MEMBERSHIP**

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

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

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

**Q. MINIMUM STAFFING**

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

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

## **R. OVERPAYMENT**

Overpayments shall be handled in accordance with State law.

## **S. OVERTIME**

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

## **T. OVERTIME SCHEDULING**

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

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

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

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

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

## **U. PAID MILITARY LEAVE**

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

military leave time. This provision in no way impacts or limits a service member's rights to unpaid military leave under State and Federal law.

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

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

### **a. Medical evaluations**

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

### **b. Physical Fitness evaluations**

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

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

### **c. Employment Action**

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

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

### **W. RESERVATION OF RIGHTS**

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

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

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

### **Y. SAFETY MEETINGS**

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

### **Z. SECURITY CLEARANCE**

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

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

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

## **BB. SWAP TIME**

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

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

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

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

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

The parties agree that absent mutual agreement to make the trial language permanent beyond March 2, 2021, this language will revert to pre-trial period language for the 2021-2023 contract negotiations. However, any swaps agreed to prior to the expiration of the trial period shall continue to be honored even if the swapped shift is to occur after March 2, 2021.

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

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

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

- e. 9.0 hours per each completed 2 week pay period of service after twenty (20) years;

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

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

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

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

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

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

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

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

## **DD. WORK SCHEDULE**

Other than those performing the duties of Assistant Chief for Training and Assistant Chief for Fire Prevention, the work schedule for Military Firefighters, Military Firefighter Supervisors, and Assistant Military Fire Chiefs will consist of a twenty-four (24) hour period on-duty, with a forty-eight (48) hour period off-duty. The regular work schedule is defined as a 24-hour period starting at 7:30 am and ending at 7:30 am. This

will be accomplished by a work force comprised of three (3) crews (A, B, C shift), with each shift on-duty for 24 hours and off-duty for 48 hours.

**EE. TERM OF THE AGREEMENT**

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

**FF. SIGNATURES**

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

Tom Feeley  
Tom Feeley  
MSEA's Chief Negotiator

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

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

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

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

Agreed to on 6/25/2019

For the State  
*Breana D. Bissell*  
Chief Negotiator

For MSEA-SEIU  
*Anne Macri*  
Chief Negotiator

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

The parties agree that the Commissioner of Administrative and Financial Services shall commission a consultant to perform a comprehensive review of the classification and compensation system for employees of the executive branch of State Government. The cost of the study shall not exceed \$600,000 and will include as much of the following as possible within this maximum funding available:

1. Adjustments to the classification and compensation system, including, but not limited to, reclassifications, range changes, stipends and adjustments resulting from arbitration, legislation, settlements and collective bargaining agreements;
2. All existing recruitment and retention adjustments and stipends adopted pursuant to the Maine Revised Statutes, Title 5, section 7065, subsection 2-D;
3. Previous pay and reclassification studies of any of the collective bargaining units in the executive branch represented by MSEA;
4. Labor market surveys commissioned by the Department of Administrative and Financial Services;
5. The wages, compensation and classification systems of employees doing comparable work for a sampling of public and private sector employers in this State, other New England states, and other states as appropriate;
6. The effect of current wages and compensation on the State's ability to recruit and retain employees in the executive branch;
7. Recommendations as to improvements to the existing classification and compensation systems, transition to potential alternative classification and compensation systems, and conclusions as to best practices for classification and compensation systems for comparable employers;
8. In selecting the consultant to perform the study required, the Commissioner of Administrative and Financial Services shall share non-confidential information about finalists with MSEA. MSEA may provide feedback about the finalists and may disapprove any finalist from final selection. In developing the parameters of the study, the Commissioner shall seek and consider input from MSEA. The Commissioner shall provide information collected for the study to MSEA, so long as it is not private or confidential.
9. A good faith effort shall be made to have the study completed by August 1, 2020. Once completed, the Commissioner of Administrative and Financial Services shall report the findings of the study, together with any recommendations, to MSEA. The parties may, individually or jointly, report the findings of the study, together with any recommendations, to the committee of the Legislature having jurisdiction over state and local government matters.

Agreed to on 6/25/2019

For MSEA-SEIU  
*Anne Macri*  
Chief Negotiator

For the State  
*Breena D. Bissell*  
Chief Negotiator

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

In acknowledgment of the State's intent to consolidate all Executive Branch employees onto one pay cycle sometime in 2020, the parties agree to the following:

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

Agreed to on 6/25/2019

For MSEA-SEIU  
*Anne Macri*  
Chief Negotiator

For the State  
*Breana D. Bissell*  
Chief Negotiator