AGREEMENT

between

STATE OF MAINE

and

MAINE STATE EMPLOYEES ASSOCIATION SEIU LOCAL 1989

PROFESSIONAL AND TECHNICAL SERVICES BARGAINING UNIT

2013-2015

TABLE OF CONTENTS

Article		Page
	Preamble	1
1.	Union Recognition	2
2.	Access to Employees	3
3.	Acting Capacity	3
	1. Temporary Assignments	3
	2. Seasonal Employees – Off Season Assignments	4
4.	Approval of Legislature	4
5.	Bereavement Leave	4
6.	Bulletin Boards	5
7.	Child Care	6
8.	Childbearing and Adoption Leave	7
9.	Compensating Time	7
10.	Compensation	7
	A. General Salary Increase	7
	B. Retirement Contribution	8
	C. Salary Schedule Progression	8
	D. Non-Standard Workweek	9
	E. Call Out	9
	F. Overtime	9
	G. Shift Differentials	12
	H. Double Shift Premium	12
	I. Standby	13
	J. Medication Administration Premium	13
	K. Divers' Stipend	13
	L. Longevity	14
	M. Weekend Differential	14
	N. Direct Care Stipend	14
	O. Climbing Stipend	15
	Department of Agriculture, Conservation and Forestry and the Department of Administrative and Financial Services/OIT	15
	Department of Environmental Protection	15
	Department of Transportation	15
	P. Confined Space Stipend	15
	Q. Institutional Firefighters	16
	R. Institutional Stipend	16
11.	Complaints and Investigations	16
12.	Computer/Video Interface Operators	18
13.	Conclusion of Negotiations	19
14.	Contract Administration	19
15.	Contracting Out	19

TABLE OF CONTENTS

Article **Page**

16. Copies of Agreement..... 20
17. Court Service..... 20
18. Court Time..... 21
19. Deferred Compensation..... 21
20. Dental Insurance..... 21
21. Dependent Children Post-Secondary Education Benefit..... 21
22. Discipline..... 22
23. Dues Deduction..... 22
24. Elder Care..... 23
25. Electronic Mail..... 24
26. Employee Assistance Labor/Management Committee..... 24
27. Employee Data Or Employee Information..... 25
28. Employee Development and Training..... 25
29. Employee Organization Leave..... 26
    A. Leave for MSEA-SEIU Organization Activities..... 26
    B. Leave for Negotiations..... 27
    C. Stewards and Chief Stewards..... 27
    D. MSEA-SEIU Grievance Committee..... 28
    E. Leave for Other Organizational Business..... 28
    F. Travel Time..... 28
    G. Leave to Attend Pre-Retirement Counseling Programs..... 28
    H. Leave for Labor/Management Training..... 29
30. Expense Reimbursement..... 29
    A. Mileage Allowance..... 29
    B. Lodging and Meal Expenses..... 29
    C. Telephone Expenses..... 30
    D. Uniform Maintenance Allowance..... 30
    E. Reimbursement for Advanced Courses..... 31
    F. Public Health Nurse's Uniform Replacement Allowance..... 31
    G. Assignment Out-of-State..... 32
31. Facilities..... 32
    A. Ferry Service Relief Crew Facilities..... 32
    B. Prison Break Room..... 32
32. First Responders Leave..... 32
33. Grievance Procedure..... 33
    1. Definitions and Scope..... 33
    2. Procedure..... 33
    3. General Provisions..... 35
34. Health and Safety..... 36
35. Health Insurance..... 37

TABLE OF CONTENTS

Article **Page**

36. Holidays..... 37
37. Hours and Work Schedules..... 38
38. Labor/Management Committees..... 40
    A. Statewide..... 40
    B. Department Labor/Management Committee..... 40
    C. Building Safety..... 41
    D. Employee Health..... 41
    E. Vacation Accrual for Teachers and Vocational Trades Instructors In Adult Correctional Facilities..... 41
    F. Reclassifications – Expedited Appeal Pilot Process..... 41
    G. Department of Transportation – Ferry Service..... 42
    H. Department of Transportation – Ferry Service..... 42
    I. Selection Process..... 43
    J. Catastrophic Leave..... 43
39. Life Insurance..... 43
40. Maintenance of Benefits..... 43
41. Management Rights..... 44
42. Military Leave..... 44
43. MSEA-SEIU Membership Packets..... 44
44. MSEA-SEIU Retirement Handbook..... 45
45. Non-Discrimination..... 45
46. Outside Employment..... 46
47. Overtime Assignments..... 46
48. Passes and Telephones - Ferry Service..... 47
49. Permanent Status..... 47
50. Personal Services..... 47
51. Personnel Files..... 47
52. Property Damage..... 48
53. Reclassifications..... 49
    Reclassification/Range Change Appeal Committees..... 50
54. Relocations..... 51
55. Responsibilities of the Parties..... 51
56. Rest and Lunch Periods..... 52
57. Retirement Contribution Refunds..... 53
58. Rules and Regulations..... 53
59. Safety Footwear..... 53
60. Seniority..... 54
    A. Definition and General..... 54
    B. Layoffs..... 55
    C. Notice of Layoff/Reassignment/Displacement..... 56

TABLE OF CONTENTS

Article		Page
	D. Recalls	56
	E. Other Vacancies	57
	F. Filling of Direct Hire Vacancies	57
	G. Filling of Vacancies for which the Bureau of Human Resources Provides a Certificate of Eligible Candidates	58
	H. Promotions, Demotions and Transfers	59
	I. Permanent Seasonal Employees	59
	J. Part-Time Employees	60
	K. Positions Outside Bargaining Unit	60
	L. Laid Off Employees in State Housing	61
	M. Health Insurance Coverage for Laid Off Employees	61
	N. Short-Term Seasonal Positions	61
61.	Severability	61
62.	Shift Assignments	61
63.	Sick Leave	62
	Sick Leave	64
64.	State Vehicles and Equipment	65
65.	Union Security	66
	1. Selection of Fee	66
	2. Calculation of Service Fee	66
	3. Change of Status	66
	4. Payments and Deductions	67
	5. Notice and Audit	67
	6. Religious Objectors	68
	7. Disputes	69
	8. Failure to Pay Fee	69
	9. Indemnification	70
	10. Severability	70
66.	Unpaid Personal Leaves of Absence	71
67.	Use of State Facilities	72
68.	Vacation	72
	Vacation	74
	A. Maximum Vacation Accruals for Part-Time Employees	76
	B. Maximum Vacation Accruals for Intermittent Employees	76
69.	Withdrawal of Resignation	77
70.	Work Clothing	77
71.	Work Rules	78
72.	Work Stoppage and Slowdown	78
73.	Workers' Compensation	78
74.	Term of Agreement	79

TABLE OF CONTENTS

Article **Page**
Memorandum of Agreement Medical Examiner Assistants.....81
Memorandum of Agreement Motor Carrier Inspectors..... 84
Classification Listings..... 87
Appendix A..... 92
Appendix B..... 94
MOA-Military Firefighters, Military Firefighter Supervisors & Assistant Military Fire Chiefs..... 96

PREAMBLE

Whereas, the Executive Branch of the State of Maine (hereinafter referred to as "State" or "employer") and the Maine State 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 July 2, 2013.

ARTICLE 1. UNION RECOGNITION

Pursuant to the Maine Labor Relations Board certification dated July 12, 1977, the State recognizes the Maine State 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 Professional and Technical 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, MRSA, Sections 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 advanced notice of the visit. Such access will not disrupt State operations or violate agency security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA-SEIU representative.

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

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 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 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. Vacation, sick leave, or holiday benefits accrued in an employee's regular seasonal position shall not overlap into benefits accrued in the temporary or acting capacity assignment for the same period of time. Full-time seasonal employees shall accrue no more than eight (8) hours of sick leave in any one month, 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, stepchild, grandchild, parent or stepparent of either the employee or the employee's spouse or significant other and 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. Part-time employees shall receive paid leave on a prorated basis. Employees who are regularly scheduled to work in excess of forty (40) hours per week will receive paid leave equal to the numbers of hours of the extended workweek schedule.

"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:

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

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

Relatives of the employee
Guardian
Brother
Sister
Stepbrother
Stepsister
Ward
Grandparent

ARTICLE 6. BULLETIN BOARDS

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

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

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

ARTICLE 7. CHILD CARE

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

1. Employed full time during the entire previous calendar year;

2. Full-time State employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a prorated basis;

3. Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours of regularly scheduled work in any calendar year in which they qualify on a prorated basis; and

4. Had a minimum of five hundred dollars ($500.00) employment-related child care expenses for the previous calendar year.

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

C. Employees whose wages, tips, and other compensation from their W-2s and whose adjusted gross family income is less than $28,000 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 $33,000 but more than $28,000 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 $38,000 but more than $33,000 for the previous calendar year shall be eligible for reimbursement not to exceed

seven hundred dollars ($700.00). 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

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. Employees shall have the option of using accumulated compensating time and annual 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.

ARTICLE 9. COMPENSATING TIME

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

Employees who have more than two hundred forty (240) hours upon the signing of this agreement, will be paid for any hours beyond two hundred forty (240).

Upon mutual agreement, an agency may at any time pay an employee for up to one-half (1/2) 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, 2013, employees shall be provided an across-the-board salary increase of one percent (1%). Salary schedules shall be increased accordingly.

2. Effective with the start of the pay week commencing closest to July 1, 2014, employees shall be provided an across-the-board salary increase of one percent (1%). Salary schedules shall be increased accordingly.

B. Retirement Contribution

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

Oil & Hazardous Material Responder I
Oil & Hazardous Material Responder II

C. Salary Schedule Progression

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

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

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

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.

D. 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:

E. 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 been compensated for call out on a higher basis as of January 1, 1997 shall continue to be compensated on the higher basis.

F. 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 hourly rate of pay after actually working eight (8) hours in any day, or

after their regular scheduled hours if greater, or forty (40) hours of actual work in any workweek.

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

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

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

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

4. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall receive two (2) personal leave days per year with pay, as of January 1 of each year. At the end of the calendar year, unused personal leave days may be carried over and applied toward the maximum vacation accrual.

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

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

Mental Health & Mental Retardation Caseworker
Human Services Caseworker
Correctional Caseworker

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

ASPIRE Specialist
Family Independence Specialist
Human Services Enforcement Agent

Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. These personal leave days shall not be carried forward or accrued from year to year unless the employee is denied his/her personal leave day because of operational needs.

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

11. Salaried employees who are assigned as resident engineers, resident inspectors, assistant resident inspectors or inspectors on a construction project shall earn one (1) hour at straight time rate or one (1) hour compensatory time upon mutual agreement for each day worked in the field provided that the contractor is working on the project that day. Compensatory time so earned

shall be used in accordance with the Compensating Time Article, except that it may only be used between the last full week in November and the first full week in March unless otherwise specifically authorized by the supervisor in charge.

12. 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.

Forest Fire Planning and Training Coordinator
Forester I

12. Marine Resource Scientists employed by the Department of Marine Resources will be paid straight time overtime for all hours worked beyond forty (40) hours per week for the time spent on annual Trawl Survey work which is in excess of five (5) weeks.

G. Shift Differentials

A shift differential of thirty-five cents ($.35) per hour shall be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for employees regularly assigned to such shifts. A shift differential of forty-five cents ($.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 base pay 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 when their shift begins between 12:00 noon and 4:59 p.m.

H. 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.

I. Standby

1. Any employee eligible for overtime pay who is specifically directed to stand by in a specific location or locations, and who is available for immediate recall duty, shall be paid at sixteen percent (16%) of 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 connections with their jobs are not deemed to be on standby status by virtue of this circumstance.

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

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

J. Medication Administration Premium

A twenty-one dollar ($21.00) per week premium will be paid to full time and prorated to part-time 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 base pay for overtime pay and other purposes.

K. Divers' Stipend

All qualified employees assigned to SCUBA diving activities shall, when actually diving in the water, including training activities, be compensated at the rate of ten ($10.00) dollars 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.

L. Longevity

1. 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.

2. 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.

3. Employees with twenty-five (25) years or more of continuous State service shall receive longevity pay of a total of fifty cents (.$50) per hour to the base upon eligibility.

4. 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.

M. Weekend Differential

Employees assigned to State institutions other than Maine State Prison shall be eligible for a weekend differential of fifty cents ($.50) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday. Employees at the Maine State Prison shall be eligible for a weekend differential of fifty cents ($.50) per hour to the base for shifts beginning between 8:30 p.m. Friday and 8:29 p.m. Sunday.

Emergency Communication Specialists and employees assigned to State institutions other than Maine State Prison shall be eligible for a weekend differential of fifty cents ($.50) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday. Employees at the Maine State Prison shall be eligible for a weekend differential of fifty cents ($.50) per hour to the base for shifts beginning between 8:30 p.m. Friday and 8:29 p.m. Sunday.

N. Direct Care Stipend

Employees in positions in classifications listed in Appendix A who have direct responsibility for care, treatment and security of persons residing in State institutions of the Departments of Health and Human Services, and Corrections shall receive sixty cents (60¢) per hour to the base.

O. Climbing Stipend

Department of Agriculture, Conservation and Forestry and the 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 Agriculture, Conservation and Forestry or 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. Institutional Firefighters

All qualified employees within the Department of Corrections who are volunteer members of the institutional fire departments shall be compensated at a rate of ten dollars ($10.00) an hour in addition to their regular rate of pay while actually performing firefighter activities during an actual fire emergency on the grounds of the correctional institution. Employees shall be compensated for a minimum of one (1) hour for such work regardless of the length of time engaged in these activities. Employees must meet all related training requirements set forth by their respective institutions to be eligible for this stipend.

R. Institutional Stipend

Employees assigned to work in Correctional and Mental Health Institutions who do not receive the Direct Care Stipend will receive an Institutional Stipend of thirty cents ($.30) per hour to the base.

ARTICLE 11. COMPLAINTS AND INVESTIGATIONS

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

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

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

a. Any interview of an employee under this section shall be voluntary. 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. The employee may terminate the interview at any time.

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

f. 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 or her supervisor of the nature of the investigation.

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 forty-eight (48) hours 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 allegation(s) or complaints. The employee shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary action. Confidentiality of the interview shall be maintained.

7. **Employee witnesses.** If an employee is to be interviewed as a witness only, the employee and his or her representative shall be so informed at least forty-eight (48) hours prior to the interview. If during the course of the interview it becomes apparent that the employee witness may be subject to discipline as a result of conduct which is the subject of the interview, the interview shall be terminated and the employee afforded the protections of this Article.

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

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

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

ARTICLE 12. COMPUTER/VIDEO INTERFACE OPERATORS

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

2. Any employee who is newly assigned to a position, which by actual work consists of at least eighty percent (80%) VDT operation, including alternate work time under paragraph 1 of this Article, shall be required to submit to an examination by an eye doctor at the State's expense within sixty (60) days of the employee's assignment to the position.

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 at the State's expense. 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.

4. Employees receiving such annual eye examinations shall receive up to seventy-five dollars ($75.00) 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 twenty-five dollars ($125.00) 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 Forensic Scientists in the Maine State Police Crime Laboratory who perform latent fingerprint analysis and firearms analysis as well as the Egg/Poultry Processing Inspectors who regularly perform egg inspections 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.

ARTICLE 14. CONTRACT ADMINISTRATION

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

ARTICLE 15. CONTRACTING OUT

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

In addition, the State shall assist those employees whose jobs are eliminated by such actions to find other employment. The resources of the Bureau of Human Resources, the Department of Labor and the affected

department shall be used in coordination with MSEA-SEIU to help the affected employees secure employment inside or outside of State government. When an employee receives notice that 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

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body or to perform jury service, and such appearance or service results in 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 for a full day shall receive the difference between the payment received for such court service, excluding any travel allowance, and his/her regular pay.

Any employee returning to work from court service leave shall be paid by the State for his/her actual hours worked or a minimum of the difference between payment received from the court, excluding any travel allowance, and his/her regular pay, whichever is greater.

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 his/her regular hourly rate. This hourly rate shall include the non-standard premium for those employees designated as non-standard. Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

ARTICLE 19. DEFERRED COMPENSATION

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

ARTICLE 20. DENTAL INSURANCE

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

ARTICLE 21. DEPENDENT CHILDREN POST-SECONDARY EDUCATION BENEFIT

In the event an employee is killed during the performance of 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 State Vocational/Technical Institute 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: oral warning, 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 notice in writing of the disciplinary action 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 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. 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. DUES DEDUCTION

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues, service fees, and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.

2. The State agrees to deduct MSEA-SEIU membership dues, service fees, and insurance premiums from the pay of those employees who individually request in writing that such deductions be made, or for whom deductions are made automatically pursuant to the Union Security Article. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement. The employee's written authorization for payroll deductions shall contain the employee's name, social

security number, agency in which employed, and work location. Such authorization shall be transmitted by an authorized representative of MSEA-SEIU to the State Controller through the applicable agency payroll clerk.

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

4. 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.

5. New employees eligible upon completion of six (6) months service for coverage by this Agreement may also have such payroll deduction during their initial six (6) month period.

ARTICLE 24. ELDER CARE

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

1. Employed full time during the entire previous calendar year;

2. Full-time State employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a prorated basis;

3. Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours of regularly scheduled work in any calendar year in which they qualify on a prorated basis; and

4. Paid a minimum of five hundred dollars ($500.00) for care for an adult (who is either the dependent disabled child or the parent or the parent-in-law of the employee) living in the same household so that the employee could continue his/her state employment during the previous calendar year.

B. Employees must submit a copy of their Form 1040 and a copy of their receipt for elder care expenses for the previous 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 $28,000 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 $33,000 but more than $28,000 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 $38,000 but more than $33,000 for the previous calendar year shall be eligible for reimbursement not to exceed seven hundred dollars ($700.00). In families with both parents working for the State, only one parent may apply for the Elder Care Reimbursement.

ARTICLE 25. 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 26. EMPLOYEE ASSISTANCE LABOR/MANAGEMENT COMMITTEE

There shall be a broad-brush comprehensive Employee Assistance Program ("EAP") to provide confidential assessment and referral services for State employees. The EAP is intended to aid State employees and their families, and retirees, in cases where personal problems of any nature are having a detrimental effect on the employee's job performance. Services provided directly by the EAP shall be at no cost. There shall be a Labor/Management Committee on the State EAP. The Committee shall be comprised of a representative of each State bargaining unit represented by the Union and an equal number of management representatives selected by the Governor. Committee members may participate in Committee activities during work hours without loss of pay or benefits.

The purpose of the Committee is to advocate, support and review the operation of the State EAP to assure a program which enhances the productivity, performance, working conditions, morale and quality of life of State employees. The role of the Committee is to work with the program administrator to maintain effective program operation for employees, retirees and their families.

ARTICLE 27. 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), social security number until July 1, 2014 (unless a different date is agreed to by the parties) and after July 1, 2014, a comparable alternate unique 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. 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. 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 28. 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 29. 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 four (4) one-day meetings per year of the Board of Directors. For purposes of this Article, the Board of Directors shall consist of sixteen (16) members: twelve (12) from the Council, the President, Vice President, Secretary and Treasurer of MSEA-SEIU. Additionally, until January 1, 2014, the State shall provide one (1) day per year Employee Organization Leave with pay for up to two hundred ninety (290) MSEA-SEIU members who have an official capacity to attend the annual MSEA-SEIU Council meeting. At MSEA-SEIU's discretion, an employee requiring two (2) days leave to attend the annual meeting may be allotted two (2) of the two hundred ninety (290) days.

Until January 1, 2014, those affected employees shall take either vacation or compensating time to attend the convention. After the convention, within ten (10) workdays, MSEA-SEIU shall furnish the Office of Employee Relations with the list of names and work locations of employees who shall be granted the two hundred ninety (290) days allowed under this section. The State shall restore vacation and comp time credits used within ten (10) workdays of receipt of MSEA-SEIU's list of eligible employees.

Until January 1, 2014, employees who have no vacation or compensating time credits shall be granted Organization Leave as currently provided. In such case, MSEA-SEIU shall provide the Office of Employee Relations with at least two (2) weeks' notice of names and work locations of the affected employees. Employees requiring use of vacation or compensating time credits shall be allowed to do so as they have in the past in accordance with the Employee Organization Leave Articles of their respective contracts (i.e., not restricted by terms of Vacation or Compensating Time Articles).

B. Leave for Negotiations

Members of the MSEA-SEIU bargaining team (whose numbers shall not exceed four (4) for each unit plus the President and 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. 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. Up to thirty-five (35) Chief Stewards shall be entitled to an additional one (1) day of leave per year without loss of pay or benefits to attend official MSEA-SEIU advanced Chief 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 monthly grievance committee meetings shall be entitled to leave without loss of pay or benefits for actual and necessary travel time. The State shall provide up to eight (8) days for each of eight (8) grievance committee members, leave of absence without loss of pay or benefits, to serve on behalf of the three (3) employee bargaining units. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

E. Leave for Other Organizational Business

Employees engaged in MSEA-SEIU business may apply for administrative leave without pay. Such applications shall not be unreasonably denied, and if denied the reasons for the denial shall be stated to the applicant in writing.

F. 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.

G. Leave to Attend Pre-Retirement Counseling Programs

Employees who will be eligible for retirement within one (1) year and who are regularly assigned to an evening shift will be granted one (1) leave day without loss of pay to attend the Maine State Employees Association pre-retirement counseling program.

H. Leave for Labor/Management Training

Employees who are members of Departmental/Agency Labor/Management committees shall be entitled to one (1) day of leave every two years on even numbered years without loss of pay or benefits to participate in official MSEA-SEIU sponsored labor/management training.

ARTICLE 30. EXPENSE REIMBURSEMENT

A. Mileage Allowance

1. The mileage allowance is forty-four cents ($.44) 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.

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. 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. The State shall issue telephone credit cards as needed on a case by case basis.

4. Protective Services Workers and Substitute Care Workers assigned to the field shall be provided with telephone credit cards.

5. 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.

6. 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

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 in January and July and shall be prorated for those employees who become eligible or terminate State service between the semiannual payments.

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:

Communications Technician
Entomologist I
Entomologist II
Entomologist III
Forest Fire Planning & Training Coordinator
Forest Technician
Forester I
Forester II
Motor Carrier Inspector
Staff Development Specialist IV (BIA)

E. Reimbursement for Advanced Courses

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

F. Public Health Nurse's Uniform Replacement Allowance

The State shall pay an annual uniform replacement allowance of one hundred dollars ($100.00) to Public Health Nurses 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.

G. Assignment Out-of-State

Where it is reasonably anticipated that an Employee will be assigned to work out-of-state for more than five (5) consecutive workdays with an intervening Saturday and Sunday without a work assignment, the affected Employee may request in advance of the work assignment that 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.

ARTICLE 31. FACILITIES

A. Ferry Service Relief Crew Facilities

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. It shall be the responsibility of Ferry Service crew members to help maintain houses and buildings in good repair.

B. Prison Break Room

Licensed Practical Nurses at the State Prison shall be provided with a satisfactory break room.

ARTICLE 32. 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 33. 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 orally to his/her immediate supervisor. The immediate supervisor shall be responsible to taking such steps as are advisable, including consultation with superiors 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, stating the nature of the grievance and the remedial action requested as follows:

(a) Major Departments and Agencies. (i) In departments or agencies organized into bureaus, divisions or institutions, the grievance shall be submitted to the bureau, division or institution head, as designated by the department or agency head, who shall provide the employee and/or his/her representative with his/her decision in writing within ten (10) workdays of submission. (ii) If the grievance is not thereby resolved, within ten (10) workdays after the receipt of the bureau, division or institutional head's written decision it shall be submitted to the department head. The department head 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 his/her decision in writing within ten (10) workdays of submission or, if a hearing is held, within fifteen (15) workdays of submission.

(b) Other Agencies. In departments or agencies not organized into bureaus, divisions or institutions, the grievance shall be submitted to the department or agency head. 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/or his/her representative with his/her decision

in writing within ten (10) workdays of submission or, if a hearing is held, within fifteen (15) workdays of submission.

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 Office of Employee Relations through personal service 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 American Arbitration Association ("AAA") in accordance with the AAA rules then in effect.

The request for arbitration along with a request for a list of arbitrators must be received by AAA within six (6) weeks of the Office of Employee Relations' receipt of the request for arbitration, in order for the AAA administration fees to be shared equally by the parties. If such request is not received by AAA by the expiration of the six (6) weeks but is received within twelve (12) weeks, MSEA-SEIU shall pay the entire AAA administration fee. If a request has not been received by AAA 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 AAA 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 final and 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 AAA 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 four (4) months of the Step 3 decision. 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 of the State and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA-SEIU may proceed to the next step.

3.4 Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the State 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.

3.7 An aggrieved employee and any employee witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among Association officials or preparation for representation at a grievance hearing.

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 34. HEALTH AND SAFETY

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

An employee may request 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.

Department of Transportation and Department of Agriculture, Conservation and Forestry employees opting to provide and use their own protective eyewear pursuant to DOT Policy Memorandum 410 and Department of Agriculture, Conservation and Forestry Policy IPLS #01-102, 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 35. 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 sixty (60) days of the permanent appointment with no evidence of insurability.

ARTICLE 36. HOLIDAYS

1. Employees have the following paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving 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 date only. A reasonable attempt shall be made not to schedule an employee for both the calendar date and the observed date of a holiday. Employees who are not scheduled to work either the calendar or the observed day of the holiday shall be given either another day off within the same workweek or a day's pay at the option of the agency.

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

4. Holiday Pay for Part-Time Employees

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

ARTICLE 37. 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 five (5) 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. The work schedules of Ferry Service employees will be provided to the employees at least forty-five (45) days in advance.

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

10. 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.

11. 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.

12. 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.

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

ARTICLE 38. 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 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 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 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. 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. Vacation Accrual for Teachers and Vocational Trades Instructors in Adult Correctional Facilities

A Labor/Management Committee is established within the Department of Corrections to review the existing 1987 agreement for Teachers and Vocational Trades Instructors in Adult Correctional Facilities regarding vacation accrual. The Committee will be responsible to make recommendations, if any, to the Commissioner.

The Committee shall consist of one Teacher or Vocational Trades Instructor from each facility and an equal number from management. Committee members may participate in the work of the Committee during work hours without loss of pay or benefits.

F. Reclassifications – Expedited Appeal Pilot Process

Effective the signing of this agreement, the parties will establish a pilot process for review of disputed employee-initiated reclassification requests. When the Bureau of Human Resources staff is likely to recommend denial of an employee-initiated request for reclassification, the union will be notified. A Reclassification Labor/Management Committee will be established consisting

of up to two (2) members appointed by the Union representing each bargaining unit, and an equivalent number of State representatives, consisting of the Bureau of Human Resources staff and appropriate agency Human Resources representatives.

The Reclassification Labor/Management Committee shall review the employee-initiated reclassification request in order to agree on a recommended outcome. The Labor/Management Committee may issue a unanimous or divided recommendation to the Director of the Bureau of Human Resources who will issue a determination. If the Union disagrees with the Director's determination, they may appeal to an experienced arbitrator. The parties will mutually develop a protocol so that several appeals may be presented in an expeditious manner, including scheduling and presentation procedures. The arbitration hearings will consist of presentations from Union and State representatives.

The appointed union members shall receive training in reclassifications to be provided jointly by the parties before participation in the process. Members shall participate on this Committee and the associated training without loss of pay or benefits.

This initial expedited appeal pilot process will be for a period not to exceed one (1) year, but may by mutual agreement, be extended from year to year, and will be reviewed by the parties every six (6) months.

G. Department of Transportation - Ferry Service

There shall be a Labor/Management Committee established to meet and discuss the restoration of TV services to crew quarters. The Committee shall be made up of one representative from each of the following bargaining units: Representing Labor - Operations, Maintenance and Support Services, Professional and Technical Services, and Supervisory Services Units; and an equal number of management representatives from the Department of Transportation. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

H. Department of Transportation – Ferry Service

There shall be a Labor/Management Committee established to review/discuss ways to improve the efficiencies and effectiveness of the Maine State Ferry Service. The Committee shall be made up of one representative from each of the bargaining units and MSEA-SEIU staff as appropriate, and an equal number of management representatives. Committee members may participate in the work of the Committee during working hours without loss of

pay or benefits. The work of the Committee will be completed by June 30, 2010.

I. Selection Process

There shall be a Labor/Management Committee to study the selection process used to fill positions in Maine State Government through promotion. This Committee shall be made up of one representative from each of the four (4) MSEA-SEIU bargaining units and an equal number of management representatives. The Committee shall report to the parties and shall complete their work by April 1, 2010. Committee members may participate in the work of the Committee during work hours without loss of pay or benefits.

J. Catastrophic Leave

There shall be a Labor/Management Committee to review the practices of agencies for granting catastrophic leave, consider setting criteria for granting catastrophic leave, and consider adding criteria to the contract. This Committee shall be made up of an equal number of MSEA-SEIU and management representatives. The Committee shall report to the parties and shall complete their work by September 1, 2014. Committee members may participate in the work of the Committee during work hours without loss of pay or benefits.

ARTICLE 39. LIFE INSURANCE

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

ARTICLE 40. MAINTENANCE OF BENEFITS

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

ARTICLE 41. MANAGEMENT RIGHTS

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

ARTICLE 42. MILITARY LEAVE

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

ARTICLE 43. MSEA-SEIU MEMBERSHIP PACKETS

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

Number, Date Hired, Name, Address, Class Title, Department, Class Code and Work Location for each newly hired employee. The State will identify those employees who are seasonal. The State shall also notify MSEA-SEIU of the same information as to each employee coming under coverage of this Agreement due to promotion, demotion, reclassification, transfer or other change of status and those employees who have terminated their State service within thirty (30) days of determination of such change.

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

ARTICLE 44. MSEA-SEIU RETIREMENT HANDBOOK

The State shall provide MSEA-SEIU with a monthly listing of employees who make application for retirement so that MSEA-SEIU may forward a copy of their retirement handbook to such employees for informational purposes.

ARTICLE 45. 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 Civil Service Bulletin 13.4, 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 re-post Civil Service Bulletin 13.4 with the addendum concerning sexual harassment within sixty (60) days of the signing of this Agreement.

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 Affirmative Action Officer. This provision shall not preclude other legal remedies provided by law.

ARTICLE 46. 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 47. OVERTIME ASSIGNMENTS

1. In classifications where employees are eligible for overtime pay, overtime work shall be offered to employees within the work location involved from the appropriate work group in continuing rotation on the basis of seniority. Each employee shall be selected in turn according to his/her place on the seniority list by rotation provided, however, the employee whose turn it is to work possesses the qualifications, training and ability to perform the specific work required.

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

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

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

ARTICLE 48. 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 49. 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 50. PERSONAL SERVICES

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

ARTICLE 51. 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 reprimands, written warnings 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 reprimands, written warnings and of preventable accident reports 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 preventable accidents or further discipline since that date.

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 final and 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 of Human Resources' determination. Arbitration cases involving two or more employees will be given priority in scheduling; other cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of an arbitration panel. Subsequent selection of panel members, if necessary, shall be agreed to within sixty (60) days of the termination of an arbitrator. Arbitrators shall be experienced in job evaluation disputes. If the parties cannot agree on the selection of arbitrator(s), they shall seek the assistance of the American Arbitration Association. 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 final and binding on:

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

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

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

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

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 third of one percent (1/3%) 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 (53) shall be effective as provided in Article 74 (Term of Agreement); 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).

Reclassification/Range Change Appeal Committees

The State of Maine and MSEA-SEIU Local 1989 agree that up to six (6) members of the Union's non-supervisory reclassification/range change appeal committee and up to four (4) members of the supervisory reclassification/range change appeal committee will receive the same employee organization leave benefits as are provided to members of the Union's other supervisory and non-supervisory grievance committees under the Employee Organization Leave Article of the current collective bargaining agreements for the Administrative Services, Operations, Maintenance and Support Services, Professional and Technical Services and Supervisory Services bargaining units.

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 specified zone or district after initial assignment, the employee will be reimbursed for actual reasonable and necessary moving expenses by common carrier.

An employee will not be permanently reassigned or transferred for disciplinary or arbitrary or capricious reasons. Unless specific requirements dictate otherwise, transfers and reassignments shall be on a voluntary basis from among qualified employees. The most senior employee who is qualified to perform the duties of the position shall be entitled to the transfer or reassignment. If there are no qualified volunteers, the least senior qualified employee shall be transferred. In the event the least senior qualified employee has children of elementary or secondary school age, 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 Lodging and Meals Article 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 other right granted under the State Employees Labor Relations Act.

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

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

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

ARTICLE 56. REST AND LUNCH PERIODS

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

2. Present practices of agencies, departments or organizational units with respect to lunch periods during the regular workday shall be continued,

provided that each employee shall be allowed at least one-half (½) hour for lunch without pay during each regular day or have his/her lunch period considered as time worked if he/she eats while performing his/her regular duties.

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

4. When it is reasonably anticipated that overtime will extend for at least one (1) hour, 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 two (2) hours, an employee shall be allowed a meal period with pay of at least one-half (½) hour after two (2) hours of overtime and an additional meal period with pay of at least one-half (½) hour after each additional four (4) hours of overtime providing the employee will be continuing to work thereafter. After completing four (4) hours of overtime, the employee shall be allowed a rest period with pay of fifteen (15) minutes during each additional four (4) hours of overtime. It is not the intent of this paragraph to combine the rest and meal periods provided.

ARTICLE 57. RETIREMENT CONTRIBUTION REFUNDS

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine State Retirement System shall be made within the time frame provided by law. Currently, refunds shall be made within sixty (60) days after receipt by the System of an application for refund.

ARTICLE 58. 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 59. SAFETY FOOTWEAR

1. The State will provide employees in the classifications listed in Section 7 below, and employees who are currently required to wear safety footwear by Department Work Rules, an allowance of one hundred twenty dollars ($120.00) for replacement of safety footwear.

2. New employees in these classifications shall be eligible for the one hundred twenty dollars ($120.00) allowance after completion of their probationary period, and every twelve (12) months thereafter from their beginning anniversary date.

3. Employees already eligible for replacement of safety footwear as of July 1, 2001, are eligible for the one hundred twenty dollar ($120.00) allowance on their next eligibility date and every twelve (12) months thereafter.

4. 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.

5. Department of Agriculture, Conservation and Forestry will provide fire retardant boots to Forest Fire Planning and Training Coordinator according to the departmental replacement schedule.

6. Employees of Departments with work rules that provide such safety footwear will not be eligible for the one hundred twenty dollar ($120.00) allowance.

7. Classifications required to wear safety footwear:

Ferry Service Engineers
Forest Fire Planning and Training Coordinator

ARTICLE 60. 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 as soon as practicable after execution of this Agreement and shall be provided to MSEA-SEIU simultaneously. 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 in accordance with the rules and procedures of that Association.

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

C. Notice of Layoff/Reassignment/Displacement

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

D. Recalls

A recall register shall be established for each class by organizational unit or unit division, as appropriate, from which any employee has been laid off, transferred or demoted in lieu of layoff. An employee who is notified of layoff will be placed on the recall register, immediately upon receipt of written notice to the Bureau of Human Resources from the employee in the manner prescribed by the Bureau, for the class from which 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. Other Vacancies

An employee laid off or about to be laid off may open any employment register for which he/she is eligible for the purpose of establishing qualifications for any State position.

The placement on class registers and certification procedures for employees on layoff shall be treated as promotional in all cases, regardless of the pay grade of the class for which the employee is applying.

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 higher 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 an applicable promotion shall file a written, dated application with his/her appointing authority or designee within the posting period. Job posting notices shall indicate the name and title of the person to whom applications should be submitted. Seasonal and part-time employees shall have the right to apply for full-time vacancies and shall be given consideration in accordance with their abilities, 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. Filling of Vacancies for which the Bureau of Human Resources Provides a Certificate of Eligible Candidates

Current procedures for filling of vacancies for which the Bureau of Human Resources provides a Certificate of Eligible Candidates shall be continued during the term of this Agreement. The following principles, however, shall be followed:

(a) Notice of all vacancies shall be posted in the applicable department, agency, organizational unit or unit division for at least ten (10) workdays.

(b) All employees certified to an appointing authority shall be offered the opportunity of an interview.

(c) Each certified employee shall be notified by the appointing authority of his/her selection or non-selection.

(d) Length of service representing satisfactory service to the State is important for any position and will be given appropriate consideration by the appointing authority along with the qualifications for the position.

The State certification procedures shall provide for concurrent certification of eligible employees instead of serial certification for the duration of this Agreement. Employees accepting a job offer must do so within five (5) business days from that job offer. An employee shall be entitled to refuse four (4) appointments from a register before being removed from the register.

Employees in a department or agency who are in the same classification or on a register for that classification who bid for transfer into a vacancy in the department or agency shall be offered the opportunity to interview for such vacancy.

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. An employee at any time during the probationary period or any extension thereof failing to attain permanent status in a promotional position shall be entitled to return to his/her former position. Any employee filling a vacancy created by a promotion shall be likewise entitled to return to his/her former position when a promoted employee returns to his/her former position in accordance with the above provisions.

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.

H. 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), medication premium, direct care premium, and the appropriate state-paid retirement differential. 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.

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.

I. 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 through June 30, 2011 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

ARTICLE 61. 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 62. 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 63. 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.

[Effective upon implementation of an Automated System]

ARTICLE 63. 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.

ARTICLE 64. 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 an 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. The State shall provide one (1) serviceable snow blower for each Ferry Service Vessel.

ARTICLE 65. UNION SECURITY

1. Selection of Fee

Any employee covered by this Agreement shall be required to choose from the options of membership in MSEA-SEIU or payment to MSEA-SEIU of a service fee equal to their pro-rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law.

Within thirty (30) days after the first six (6) months of the beginning of each employee's employment, the State will (1) deduct membership dues from the pay of any employee who chooses the option of membership in MSEA-SEIU by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues, or (2) automatically deduct the service fee from the pay of any other employee, unless the employee is a religious objector as provided under Section 6.

2. Calculation of Service Fee

MSEA-SEIU shall determine the amount of the service fee to be charged to non-members, consistent with both applicable law and this Article and shall certify to the State the amount of the service fee.

The service fee paid by part-time employees shall bear the same ratio to part-time dues as the fee paid by full time employees bears to the dues amount paid by full time employees.

3. Change of Status

The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in MSEA-SEIU or service fee payment as follows:

a. Employees may change their status from service fee payer to MSEA-SEIU member, or from MSEA-SEIU member to service fee payer, at any time.

b. Employees may also start or eliminate their payroll deduction for MSEA-SEIU dues at any time.

c. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to MSEA-SEIU.

d. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (a) through (c) above, and consistent with Section 1, the employee must provide written notice to both MSEA-SEIU and the employee's payroll officer. MSEA-SEIU and the payroll officers shall promptly notify one another of a requested change, providing identifying information regarding the employee who made the request. It may take up to four (4) weeks for the requested change to take effect.

4. Payments and Deductions

It shall be the sole responsibility of MSEA-SEIU to collect its dues and to verify contributions made in lieu of service fees pursuant to Section 6. No payroll deduction of service fees shall be made from workers' compensation benefits or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question. Employees shall not be penalized for failing to pay service fees for any such pay period(s).

5. Notice and Audit

MSEA-SEIU shall calculate the amount of the fee after the close of its annual audit, based on the expenditures reflected in the most recent available audited records. That calculation shall also be audited to verify that the union's records have actually been audited; have been correctly reproduced from the audit report, and that the union has performed any mathematical adjustments correctly, and for any other purpose required by law. The fee will be effective on a paydate at least thirty (30) days after the notice described below has been provided to members of the bargaining unit, or provided to newly eligible employees.

Once the audit is complete, MSEA-SEIU shall prepare a notice, consistent with applicable law, to all employees covered by this Agreement who are not members of MSEA-SEIU. Such notice shall be updated annually and shall explain the choices and indicate that the sums determined to be the service fee were audited by an independent auditor based on the union's financial records for its most recent fiscal year. The notices shall include all information required by applicable law, including at a minimum, the major categories of expenses, as reflected in the audit; whether each expense will be included in the service fee; the identity of the auditor(s); and the opinion of

each audit, including the opinion included in any adjusted audit(s). The State agrees to distribute this notice and dues deduction forms, provided by MSEA-SEIU, to new employees at the time they are hired. MSEA-SEIU shall provide notices required by law to all current bargaining unit employees who are not members of MSEA-SEIU. Any change in the amount of the service fee to be deducted shall be certified to the State's Office of Employee Relations by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. At the same time MSEA-SEIU provides the annual notice to non-members, it will also make the notice available to MSEA-SEIU members through means of communication available to the Union, such as posting on MSEA-SEIU's website.

6. Religious Objectors

Any employee covered hereby who maintains that she/he holds a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor organizations in general may seek religious objector status by petitioning MSEA-SEIU. Any such employee who is found to hold a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor organizations in general, shall have the right to refuse to make service fee payments; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the service fee to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union, within ten (10) days after each payday. Part-time employees' contributions to non-religious charitable organizations shall coincide in amount with the payments of those part-time employees paying the service fee. MSEA-SEIU shall not unreasonably deny the choice of such non-religious charitable organization suggested by the employee. An administrative or legal challenge to a denial of a petition for religious objector status may be filed in an appropriate forum. The State of Maine Office of Employee Relations is not such a forum.

Should an employee have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the State will continue to deduct an amount equal to the service fee from the employee's pay until the request is granted or the challenge is resolved in the employee's favor, and that amount will be placed by MSEA-SEIU in an interest-bearing escrow account pending resolution of such dispute or request. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The State shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts. If an employee is granted religious objector status, MSEA-

SEIU will notify the State of the employee's religious objector status, and the State will cease automatic service fee deductions.

It shall be the sole obligation of MSEA-SEIU to certify to the State the name of any employee who has failed to make timely contributions as a religious objector and has, thus, forfeited religious objector status. Once MSEA-SEIU has certified the employee's name to the State, the State will commence and continue to automatically deduct the service fee from the employee's pay as provided in Section 1.

7. Disputes

The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The State shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

MSEA-SEIU is solely responsible for payment of the fee charged by AAA for the cost of providing necessary administrative services. The arbitrator will be compensated by MSEA-SEIU, in accordance with the per-diem rate currently on file for that arbitrator with the AAA, and shall be reimbursed for expenses by MSEA-SEIU. Attorneys' fees, witness fees, and other expenses shall be borne by the respective parties. No fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne by the State.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the State to pay such service fee on behalf of any employee.

In the event a change in law requires that this type of dispute be resolved in a forum other than an arbitration under the auspices of the American Arbitration Association, the dispute resolution procedure will comply with law. All portions of this Article that are unaffected by the change in forum will remain in full force and effect.

8. Failure to Pay Fee

In the event an employee subject to the service fee payment requirement has previously failed to pay the total amount of fees due, the State will automatically deduct, as permitted by law, from the employee's pay the arrears due to the Union in an amount which, in combination with the service fee due per pay period, equals ten percent (10%) of the employee's gross pay until the

arrears are paid in full, *provided, however,* that an employee may request the Union for a reduction in the percentage deducted for payment of arrears based on demonstrated financial hardship, which may be granted at the Union's discretion. The Union must certify to the State the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears. The State has no obligation, in the event an employee fails to pay service fees or dues, to impose any adverse action (including dismissal) against any such employee.

9. Indemnification

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold the State harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the State, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the State by the union pursuant to this Article; and including but not limited to any charge that the State failed to discharge any duty owed to its employees arising out of the service fee deduction; *provided that*, nothing herein shall require Indemnification for any intentional deprivation of an individual's constitutional rights by the State. MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the State under this Article. In such litigation the State shall have no obligation to defend its act taken or not taken.

10. Severability

Should the United States Supreme Court, the First Circuit Court of Appeals or any Court in Maine hold indemnity clauses relating to union security void or unenforceable on Constitutional or public policy reasons, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the State. Should any Court find the indemnity clause in this Article to be void or unenforceable for any reason, or should any Court find the automatic deduction provision of Public Laws 2007, Chapter 415 to be void or unenforceable for any reason, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the State. Should the State provide such written notification, the parties shall enter into negotiations regarding a replacement Union Security Article.

Should any Court find Public Laws 2007, Chapter 415 to be void or unenforceable in its entirety for any reason, this Article shall be replaced by the Union Security Article in this bargaining unit's contract dated "2005-2007".

ARTICLE 66. UNPAID PERSONAL LEAVES OF ABSENCE

1. Any employee may apply for an unpaid personal leave of absence for good and sufficient reason. Leave pursuant to this provision may be for a period not exceeding twelve (12) 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 Rule, 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 granted pursuant to this Article may be canceled by the appointing authority at any time for good reason upon prior written notice to the employee, specifying a reasonable date of termination of the leave and the reason for cancellation.

ARTICLE 67. 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 68. 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 5 years – 8 hours

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

6 through 10 years – 10 hours
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. Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the pay day on which they want to receive payment.

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

6. Employees with less than fifteen (15) years of continuous State service shall be entitled to accumulate thirty (30) days of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with fifteen (15) years or more of

continuous State service shall be entitled to accumulate forty (40) days of unused vacation leave, for which they shall be paid upon separation. However, a maximum of thirty (30) days pay of unused vacation shall be credited towards an employee's average final compensation upon retirement.

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

8. An employee who is transferred to another appointing authority without interruption of 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.

9. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (½) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

[Effective upon implementation of an Automated System]

ARTICLE 68. VACATION

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

0 through 5 years – 3.7 hours

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

6 through 10 years – 4.7 hours
11 through 15 years – 5.6 hours
16 through 20 years – 6.5 hours
20+ years – 7.4 hours

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

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

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

a. a part-time or intermittent employee with less than five (5) years of service shall earn .04625 hours of vacation for each hour in pay status per two-week pay period;

b. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least five (5) years but less than ten (10) years of service shall earn .05875 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 ten (10) but less than fifteen (15) years of service shall earn .07 hours of vacation for each hour in pay status per two-week pay period;

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

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

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

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

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

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

A. Maximum Vacation Accruals for Part-Time Employees

Prorate 240/320 based on authorized position hours. For example:
(1.) 8-hour employee [1/5 or .2 full time] = 48/64;
(2.) 16-hour employee [2/5 or .4 full time] = 96/128;
(3.) 20-hour employee [2.5/5 or .5 full time] =120/160;
(4.) 24-hour employee [3/5 or .6 full time] = 144/192;
(5.) 32-hour employee [4/5 or .8 full time] = 192/256.

B. Maximum Vacation Accruals for Intermittent Employees

Since Intermittent employees are eligible to work up to 1040 hours per year [= ½ or .5 full time employee], prorate the maximum vacation accrual to one-half the full time rate = 120/160 hours.

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

8. An employee who is transferred to another appointing authority without interruption of 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.

9. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (½) the

regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

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. Multilith operators and other 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. As requested and needed, but not more often than once every two years, the State shall provide one pair of leather puncture-resistant Kevlar or spectra gloves or similar material to employees required to conduct institutional searches.

5. The Department of Corrections will provide each Nurse assigned to the Professional and Technical Services Bargaining Unit and the Supervisory Services Bargaining Unit, within the Department of Corrections, with three (3) smocks which must be worn during work time. An annual stipend of fifty dollars ($50.00) will be paid beginning January 1, 2008 and every January thereafter.

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 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 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 July 2, 2013 through June 30, 2015, 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 ninety (90) days prior to the desired termination date.

MEMORANDUM OF AGREEMENT
MEDICAL EXAMINER ASSISTANTS

The undersigned parties to this Agreement agree that this Agreement pertains only to Medical Examiner Assistants in the Attorney General's Office.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Professional and Technical Services contract which expires June 30, 2015.

1. Medical Examiner Assistants' Work Schedules

The Medical Examiner Assistants shall be scheduled to work forty (40) hours each week. They shall be guaranteed 4.33 hours of overtime each week.

The Medical Examiner Assistants will schedule their hours of work per day based on operational needs and activity levels by mutual agreement with their immediate supervisor. The normal workday shall include all official duties, including business phone calls and business visits at home, report writing, actual and necessary travel time from their official headquarters or residence whichever is nearer, etc.

Any need to work beyond the employee's work schedule of 44.3 hours a week must be approved by the employee's supervisor prior to the employee performing the work.

The State Medical Examiner shall have the right to change the work schedule/work assignment of any Medical Examiner Assistant when in their opinion it is necessary to do so to ensure adequate coverage and operational needs. The right to alter work schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday or workweek and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by Article 33, Hours and Work Schedules, of the current contract.

Management retains the right to relieve employees from duty because of excessive hours worked.

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. Overtime Assignments
e. Shift Assignments

3. Modification of Contract Language

The parties agree that the language in the following Sections, 3a - 3c, shall be substituted for language in the current contract with respect to Medical Examiner Assistants:

a. Overtime - substituted by overtime language in this Agreement;
b. Call Out - substituted by call out language in this Agreement; and
c. Holiday - substituted by holidays language in this Agreement.

3a. Overtime

An employee shall be compensated at the rate of one and one-half (1½) times the hourly rate of pay after actually working forty (40) hours in a week, for the first 4.33 hours in a week. After the employee has actually worked 44.33 hours in a week, the employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours. The State Medical Examiner at his/her option and at any time may pay an employee for any or all of that employee's accumulated compensating time, which payment shall be at the employee's base hourly rate in effect at the time of payment.

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.

3b. Call Out

Any employee called out for work outside of and not continuous with his/her regular hours will be paid a minimum of four (4) hours of compensating time or compensating time at the appropriate rate for the hours spent on the call out whichever is greater. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of his/her workday and who continues to work that day or to an employee held over at the end of their regular workday.

3c. Holidays

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and 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 are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be given one and one-half (1½) hours of compensating time for each hour worked on the holiday.

MEMORANDUM OF AGREEMENT
MOTOR CARRIER INSPECTORS

The undersigned parties to this Agreement agree that this Agreement pertains only to Motor Carrier Inspectors in the Department of Public Safety.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Professional and Technical Service contract which expires on June 30, 2015.

1. Motor Carrier Inspectors' Work Schedules

Motor Carrier Inspectors shall be scheduled to work forty (40) hours each week. They shall be guaranteed 4.33 hours of overtime each week.

Motor Carrier Inspectors will schedule their hours of work per day based on operational needs and activity levels by mutual agreement with their immediate supervisor. The normal workday shall include all official duties, including business phone calls and business visits at home, report writing, actual and necessary travel time from their official headquarters which is their residence, etc.

Any need to work beyond the employee's work schedule of 44.3 hours a week must be approved by the employee's supervisor prior to the employee performing the work.

Supervisors and Managers have the right to change the work schedule/work assignment of any Motor Carrier Inspector when in their opinion it is necessary to do so to ensure adequate coverage and operational needs. The right to alter work schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday or workweek and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by Article 33, Hours and Work Schedules, of the current contract.

Management retains the right to relieve employees from duty because of excessive hours worked.

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. Overtime Assignments
e. Shift Assignments

3. Modification of Contract Language

The parties agree that the language in the following Sections, 3a - 3c, shall be substituted for language in the current contract with respect to Motor Carrier Inspectors:

a. Overtime - substituted by overtime language in this Agreement;
b. Call Out - substituted by call out language in this Agreement; and
c. Holiday - substituted by holidays language in this Agreement.

3a. Overtime

An employee shall be compensated at the rate of one and one-half (1½) times the hourly rate of pay after actually working forty (40) hours in a week, for the first 4.33 hours in a week. After the employee has actually worked 44.33 hours in a week, the employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

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.

3b. Call Out

Any employee called out for work outside of and not continuous with his/her regular hours will be paid a minimum of four (4) hours of compensating time or compensating time at the appropriate rate for the hours spent on the call out whichever is greater. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of his/her workday and who continues to work that day or to an employee held over at the end of their regular workday.

3c. Holidays

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and 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 are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be given one and one-half (1½) hours of compensating time for each hour worked on the holiday.

PROFESSIONAL AND TECHNICAL

Accountant I
Accountant II
Accountant III
Accounting Technician
Advocate
Agency Application Architect
Agricultural Compliance Officer
Agricultural Develop Agent
Agricultural Program Specialist
Agricultural Promotional Coord
Agricultural Resources Mgt Coord
Architect Engineer
Archivist I
Archivist II
Archivist III
Arts & Humanities Associate
ASPIRE Specialist
Assistant Technician
Asst Chief Boiler Elevator Insp
Asst Classification Officer
Asst Engineer
Asst Environmental Engineer
Asst Horticulturist
Asst Insurance Analyst
Asst MV Hearings Examiner
Asst Risk Assessor
Asst Safety Compliance Officer
Attorney
Audio Visual Specialist
Auditor I
Auditor II
Bank Examiner
Biologist I
Biology Specialist
Biometrician
Blindness Rehabilitation Specialist
Boiler Inspector
Building Maintenance Coordinator
Business Enterprise Prog Admin
Business Enterprise Prog Asst
Buyer II
Career Center Consultant
Cartographer
Case Control Quality Tech
Certified Envir Hydrogeologist
Certified Seed Specialist
Chaplain I
Chaplain II
Chemist I
Chemist II
Chief Victim Svcs Advocate
Children Spec Health Needs Coord
Civil Engineer II
Claims Adjudicator
Claims Resolution Specialist
Classification Officer
Clinical Dietitian
Clinical Social Worker
Communications Technician
Community Care Worker
Community Programs Coordinator
Comprehensive Health Plan I
Comprehensive Health Plan II
Computer Forensic Analyst
Computer Operator
Computer Programmer
Consumer Assistance Specialist
Consumer Asst & Hearing Coord
Consumer Outreach Specialist
Consumer Protect Inspect
Contract/Grant Spec
Correctional Caseworker
Correctional Compliance Monitor
Correctional Compliance Prg Spec
Correctional LPN
Correctional Plans Coordinator
Correctional Plt Main Eng I
Counsel
Counsel

D D Resources Coord
Dairy Inspector
Data Base Administrator
Data Com Customer Asst Coord
Database Analyst
Departmental GIS Manager
Development Program Officer
Development Project Officer
Dir Maine Film Office
Dirigo Health Program Coordinator
Disability Claims Adjudicator
Disability Claims Examiner
District Humane Agent
DNA Forensic Analyst
E-911 Database Manager
Economist
Education Specialist I
Education Specialist II
Education Specialist III
Egg/Poultry Processing Inspect
Elections Coordinator
Electrical Inspector
Elevator Inspector
Eligibility Specialist
Emergency Communication Spec
Emergency Dispatch System Admin
Employment & Training Spec III
Emr Med Svcs Lic Agent
Energy Analyst
Energy Conservation Specialist
Engineering Technician II
Engineering Technician III
Engineering Technician IV
Engineering Technician V
Entomologist I
Entomologist II
Entomologist III
Environmental Engineer
Environmental Engineer Spec
Environmental Hydrogeologist
Environmental Hydrogeologist Spec
Environmental Specialist II
Environmental Specialist III
Environmental Technician
Epidemiologist
Ferry Engineer
Ferry Port Engineer
Field Advisor Examiner
Field Examiner II
Field Investigator
Financial Resources Spec
Financial Screener
Fiscal Administrator
Fish Cultural Asst Supv
Fish Culturist
Fleet Support Spec
Forensic Chemist I
Forensic Chemist Technician
Forensic Scientist
Forensic Scientist-Dual Disc
Forensic Technician
Forest Fire Plan Train Coord
Forest Technician
Forester I
Forester II
Fraud Investigator
Fuel Inspector
Geology Technician II
GIS Coordinator
Health Care Financial Analyst
Health Facility Specialist
Health Services Consultant
Hearings Examiner
Highway Safety Coordinator
Historic Preservationist
Historic Site Specialist
Hospital Nurse II
Hospital Nurse III
Human Services Caseworker
Human Services Enforcement Agt
Hydrogeologist
Identification Specialist II
IF&W Promotional Coordinator

Info System Security Analyst
Info System Support Spec
Info System Support Spec II
Info Technology Consultant
Inspection Process Analyst
Insurance Claims Examiner
Insurance Company Examiner
Insurance Contract Examiner
Intensive Case Manager
Interpretive Specialist
Lab Technician II
Lab Technician III
Labor & Safety Inspector
Labor Program Specialist
Legal Services Consultant
Librarian I
Librarian II
Librarian III
Licensed Practical Nurse
Liquor Licensing Inspector
Liquor Tax Auditor
Lottery Field Representative
Maine Care Quality Assur Auditor
Management Analyst I
Management Analyst II
Manual Training Coordinator
Manufactured Housing Inspector
Mapping & Graphic Arts Spec I
Mapping & Graphic Arts Spec II
Marine Geologist
Marine Resource Scientist I
Marine Resource Scientist II
Marine Resource Specialist I
Marine Resource Specialist II
Marine Resource Technician
Marine Resources Educ Coord
Marketing Specialist
MCJA Train Coordinator
ME Human Rights Investigator
Med Care Coordinator
Med Examiner Asst
Medical Review Coordinator
Mediator WCB
Medicare Consultant
Medicolegal Death Investigator
Mental Health Program Coord
Mental Health Worker IV
Metrologist
Metrologist Assistant
MH & DD Caseworker
Microbiologist I
Microbiologist II
Migrant Ed Field Recruiter
Motor Carrier Inspector
Motorcycle Safety Program Coord
Museum Specialist I
Museum Specialist II
Museum Specialist III
Museum Technician I
Museum Technician III
MV Municipal Coordinator
Natural Science Educator
Nurse I
Nurse II
Nurse III
Nursing Education Consultant
Nutrient Management Coordinator
Occupational Health Spec
Occupational Safety Engineer
Occupational Therapist II
Occupational Therapy Asst
Oil Hazard Material Spec I
Oil Hazard Material Spec II
Oil Hazardous Materials Resp I
Oil Hazardous Materials Resp II
OIT Business Analyst
Orient & Mobil Instr - Blind
Outdoor Recreation Planner
Paralegal
Paralegal Assistant
Pesticide Control Technician
Photographer II
Physical Geologist
Physician III

Physicians Assistant
Physicians Assistant DHS
Planner II
Planning & Research Assistant
Planning & Research Assoc I
Planning & Research Assoc II
Plant Maintenance Engineer I
Plumbing Inspector
Potato Storage Consultant
Principal Hlth Care Spec
Principal Securities Spec
Prison Librarian
Probation Officer Assistant
Procurement & Contracting Spec
Produce Inspector II
Programmer Analyst
Property Appraiser I
Property Appraiser II
Property Officer
Protective Intake Worker
Provider Relations Specialist
Psych Social Worker II
Psychologist II
Psychologist III
Psychologist IV
Public Health Educator II
Public Health Educator III
Public Health Inspector I
Public Health Inspector II
Public Health Nurse Consultant
Public Health Nurse I
Public Health Nurse II
Public Health Physician
Public Relations Rep
Public Safety Inspector I
Public Safety Inspector II
Publications Coordinator
Quality Assurance Officer
R/W Appraiser I
R/W Appraiser II
Rail Tech
Rec Safety & Vehicle Coordinator
Records Center Supervisor
Recreation Safety Coordinator
Recreation Therapist
Refrig/Air Conditioning Spec
Reg Health Compliance Agent
Regional Education Rep
Regional Enforcement Coord
Registration & Reporting Off
Regulations and Inform Officer
Rehab Assistant
Rehab Consultant
Rehab Counselor I
Rehab Counselor II
Reimbursement Specialist
Research Assistant (MSEA-B)
Resource Management Coord
Revenue Agent
Risk Management Case Manager
Safety Compliance Officer
Seafood Technologist
Securities Specialist
Senior Bank Examiner
Senior Compliance Inspector
Senior Computer Operator
Senior Consumer Asst Spec
Senior Consumer Credit Exam
Senior Database Analyst
Senior Econ Research Analyst
Senior Forensic Medicine Tech
Senior Geologist
Senior Info Sys/Supp Spec
Senior Insurance Analyst
Senior Insurance Examiner
Senior Insurance Rate Analyst
Senior Market Conduct Examiner
Senior Medical Claims Adjuster
Senior Meteorologist
Senior Planner
Senior Plumbing Inspector
Senior Programmer Analyst
Senior Revenue Agent
Senior Securities Examiner

Senior Securities Specialist
Senior Staff Accountant
Senior Technical Support Spec
Senior Technician
Social Servs Program Spec I
Soils Research Scientist
Soils Site Evaluator
Space Management Specialist
Staff Accountant
Staff Auditor I
Staff Auditor II
Staff Development Spec III
Staff Development Spec IV
State Handicapped Access Coord
State Harness Racing Technician
State Humane Agent
State Racing Steward
Statistician I
Statistician II
Statistician III
Substance Abuse Program Spec
Substitute Teacher
Systems Analyst
Tax Analyst
Tax Compliance Technician
Tax Enforcement Officer
Tax Examiner
Teacher Aide
Teacher BS
Teacher BS Juvenile
Teacher MS
Teacher MS Juvenile
Teacher MS+30
Teacher MS+30 Juvenile
Technical Support Specialist
Technician
Toxicologist
Trans Landscape Architect
Transitional Duty (MSEA-B)
Transportation Attorney
Transportation Planning Analyst
Transportation Planning Asst
Transportation Planning Spec
Veterans Claims Specialist
Veterans Services Officer
Veterinarian
Veterinary Technician
Voc Trades Instructor BS
Voc Trades Instructor-Juvenile BS
Voc Trades Instructor-Juvenile MS
Workers Comp Abuse Advocate
Workers Comp Abuse Attorney Advocate
Workers Comp Advocate
Workers Comp Attorney Advocate
Workers Comp Worker (MSEA-B)

APPENDIX A
PROFESSIONAL AND TECHNICAL SERVICES BARGAINING UNIT

Advocate – MSP, LCYDC, DDPC, RPC
Assistant Classification Officer
Chaplain – MVYDC, LCYDC, MSP, MCC, DDPC, RPC
Classification Officer – DCF, MCC, MSP, BCF
Clinical Dietician
Clinical Social Worker
Community Program Coordinator – MSP, MCC
Correctional Caseworker
Correctional LPN
Correctional Plant Maintenance Engineer I
Education Specialist II – MVYDC & LCYDC (DOE)
Intensive Case Manager
Librarian I
Librarian II
Licensed Practical Nurse
Manual Training Coordinator
Medical Care Coordinator – BDS
Mental Health Program Coordinator
Mental Health Worker IV
MH & MR Services Coordinator
Nurse I
Nurse II
Nurse III
Occupational Therapist II
Occupational Therapy Assistant
Physician I
Physician II
Physician III
Physician Assistant – DHHS
Prison Librarian – MCC, MSP
Psychiatric Social Worker II
Psychologist II
Psychologist III
Psychologist IV
Recreation Therapist
Rehabilitation Counselor I
Research Assistants
Staff Accountant – MSP-Industries Program

Substance Abuse Program Specialist – MSP
Substitute Teacher
Teachers
Vocational Trades Instructor

APPENDIX B
PART-TIME EMPLOYMENT PRORATION

Authorized Position Hours	Pro-Rated Paid Holiday Hours	Remaining Hours to Work
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:

Paul R. LePage, Governor
H. Sawin Millett, Jr., Commissioner
Department of Administrative
and Financial Services
Breena Whitcomb, Chief Negotiator
Cynthia Montgomery, Chief Counsel
Debra Phillips, Bargaining Team Member
Donald Williams, Bargaining Team Member
Rebecca Greene, Bargaining Team Member
Charlene Gamage, Bargaining Team Member
Patricia Beaudoin, Bargaining Team Member

MAINE STATE EMPLOYEES ASSOCIATION, SEIU, LOCAL 1989

By:

Ginette Rivard, President
Scott Austin, Vice President
Chris Quint, Executive Director
Rodney Hiltz, Chief Negotiator
Sharon Carroll, Bargaining Team Member
Tom Maher, Bargaining Team Member
Jim Betts, Bargaining Team Member
Andrea LaPointe, Bargaining Team Member

MEMORANDUM OF AGREEMENT FOR

MILITARY FIREFIGHTERS, MILITARY FIREFIGHTER SUPERVISORS

AND

ASSISTANT MILITARY FIRE CHIEFS

Updated April 2010

TABLE OF CONTENTS

I. STATEMENT OF PURPOSE 1
II. WORK SCHEDULE 1
III. CONTRACT PROVISIONS 1-2
IV. COMPENSATION 2-3
V. OVERTIME 3-4
VI. OVERTIME SCHEDULING 4
VII. CALL BACK LIST - OVERTIME 4-5
VIII. COMPENSATING TIME 5
IX. VACATION (ANNUAL LEAVE) AND SICK TIME ACCRUAL 5-7
X. KELLY DAY 7-8
XI. SHIFT SCHEDULE 8
XII. BEREAVEMENT LEAVE 8
XIII. OVERPAYMENT 8
XIV. ALTERNATE SCHEDULES 8
XV. SWAP TIME 9-10
XVI. FAMILY TIME 10
XVII. LABOR-MANAGEMENT COMMITTEE 10
XVIII. GRIEVANCE HANDLING 10
XIX. MILITARY MEMBERSHIP 10-11
XX. PHYSICAL FITNESS AND MEDICAL STANDARDS 11-14
XXI. DRUG TESTING 14
XXII. SECURITY CLEARANCE 14
XXIII. COMMERCIAL DRIVER'S LICENSE 14-15
XIV. RESOLUTION OF DISPUTES AND ENFORCEMENT 15
XXV. RESERVATION OF RIGHTS 15
XXVI. SAFETY MEETINGS 15
XXVII. TERM OF THE AGREEMENT 15-16
XXVIII. SIGNATURES 16

I. STATEMENT OF PURPOSE

The undersigned parties to this Memorandum of Agreement agree that this 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.

II. WORK SCHEDULE

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.

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.

III. CONTRACT PROVISIONS

The parties agree that the following contract provisions of the 2005-2007 and successor OMS bargaining unit agreement shall not apply to the Military Firefighters.

A. ARTICLE 10 - COMPENSATION

SECTION D - OVERTIME
SECTION E - SHIFT DIFFERENTIALS
SECTION F - DOUBLE SHIFT PREMIUM
SECTION G - DIVERS STIPEND
SECTION I - WEEKEND DIFFERENTIAL
SECTION J – DIRECT CARE
SECTION K – CLIMBING STIPEND

B. ARTICLE 33 - HOLIDAYS

C. ARTICLE 44 - OVERTIME ASSIGNMENTS

Additionally, the parties agree that the following contract provisions of the 2005-2007 and successor SSU bargaining unit agreement shall not apply to the Military Firefighter Supervisors and Assistant Military Fire Chiefs.

A. <u>ARTICLE 10 - COMPENSATION</u>

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

IV. 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.

<u>BASE PAY:</u> 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.

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.

V. 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.

VI. 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.

VII. CALL-BACK LIST - OVERTIME

The parties agree that a list is to be kept showing the current status of each employee's overtime accrued.

When call-back is necessary, it shall be done in the following order:

A. Individuals scheduled for "Kelly" days, regardless of classification, will be given priority (top of list) based on seniority unless operational need dictates otherwise (i.e. a supervisor is needed)

B. If no one is on Kelly day, overtime is offered to the appropriate classification by seniority with the following guidelines:

1. If a need for overtime is known prior to 1930, it will be offered to the off-going shift first.

2. If a need for overtime is known after 1930, it will be offered to the on-coming shift first.

3. If overtime is not being effectively equalized using guidelines 1 and 2 above, it will be offered in the most appropriate manner to equalize the overtime.

C. If no one in the classification is able to work the overtime, other classifications will be called in order of seniority.

D. If individuals are equal in seniority, proceed alphabetically.

E. Implementation to run until the list is exhausted - then to start over.

F. If no contact is made with an individual, there will be no loss in position on the list (no penalty).

G. If there is a refusal by an individual, they will be placed at the bottom of the list.

H. Call-backs for scheduled military flights between the hours of 2330 and 0600 shall begin no later than 2330.

VIII. 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.

IX. 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 64. Sick Leave (OMS) and Article 64. Sick Leave (SSU) as follows:

> "2. … a medical examination or doctor's certificate will be required on account of use of sick leave for three (3) or more consecutive (24 hour) work shifts …."

X. KELLY DAY

A "Kelly" Day is a twenty-four 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.

XI. SHIFT SCHEDULE

All personnel will be placed into the shift schedules based on the 24 hours on-duty and 48 hours off-duty schedule.

XII. 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.

XIII. OVERPAYMENT

The parties agree that the following procedures are to be implemented in the event of overpayments:

A. The individual(s) is to be notified by the Department in writing, with the specifics.

B. The individual(s) is to be given options on the method of resolution: (i.e. Payroll deduction, lump sum payment/reimbursement).

XIV. ALTERNATE SCHEDULES

The parties agree to amend ARTICLE 38. HOURS AND WORK SCHEDULES (OMS) and ARTICLE 38. 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.

XV. SWAP TIME

The parties agree to Swap Time being allowed with a minimum of four (4) hour increments. In no case shall the swaps be conducted back to back causing an individual to work forty-eight (48) hours straight. Employees having accumulated 280 hours of vacation (annual leave), must use the 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.

XVI. 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.

XVII. LABOR-MANAGEMENT COMMITTEE

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.

The Base Fire Chief will provide file space for the Union Chapter.

XVIII. 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. Step 2aii grievances are filed to the Commissioner.

XIX. 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.

Current or future military firefighting personnel, employed in the job classifications of Military Firefighter, Military Firefighter Supervisor, Assistant Military Fire Chief, and Military Staff Specialist, will 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.

XX. 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), until a physical fitness or wellness program for these employees is developed and adopted. 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.

XXI. 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 highway workers.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. SAFETY MEETINGS

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

XXVII. TERM OF THE AGREEMENT

The parties agree that this Memorandum of Agreement (MOA) shall be effective upon signing. 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.

XXVIII. SIGNATURES

This Memorandum of Agreement for Military Firefighters, Military Firefighter Supervisors and Assistant Military Fire Chiefs is signed and agreed to this 14th day of April, 2010:

C. J. Betit
CJ Betit
Field Representative
For MSEA-SEIU

Breena Whitcomb
Breena Whitcomb
Labor Relations Specialist, OER
For State of Maine

Jeremiah Jordan
Jeremiah Jordan, Steward
MSEA-SEIU

Jeremy Leclair
Jeremy Leclair
Air National Guard 101st Fire Chief