

# AGREEMENT

Between

The

Maine Military Authority of Maine

And

The Maine State Employees Association  
Local 1989, SEIU, CLC

Operations Maintenance and Support Services  
Bargaining Unit

February 28, 2012 – December 31, 2014

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## **PREAMBLE**

### **PREAMBLE**

Whereas, the Maine Military Authority of Maine (hereinafter referred to as "MMA" or "employer") and the Maine State Employees Association, SEIU Local 1989 (hereinafter referred to as "MSEA") 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 MMA; 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 *February 28, 2012*.

## **ARTICLE 1 UNION RECOGNITION**

The MMA recognizes the Maine State Employees Association (MSEA) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all employees included in the Supervisory Services Bargaining Unit.

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

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 and on call employees, excluded by law from the bargaining unit, include project employees, persons from outside MMA 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. 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 employees provided under, or any other provision of law or rule.

## **ARTICLE 2 ACCESS TO EMPLOYEES**

MSEA 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'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 MMA representative with advanced notice of the visit. Such access will not disrupt MMA operations or violate agency security procedures.

If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA representative.

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

### **ARTICLE 3 ACTING CAPACITY**

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

### **ARTICLE 4 BEREAVEMENT LEAVE**

Each employee covered by this Agreement shall be allowed up to 40 hours leave with pay, for absence resulting from the death of a spouse, significant other living in the same household with the employee, child, stepchild, *grandchild*, parent or stepparent and up to 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.

Bereavement leave must be used within 12 months following the death of the qualified member of the immediate family.

"Other members of the immediate family" shall mean the parents of the spouse or significant other, guardian, brothers, stepbrothers, sisters, stepsisters, wards, grandparents, brother-in-law, son-in-law, sister-in-law and daughter-in-law 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 two (2) continuous years and employee must register the relationship with the HR Office prior to the benefits under this Article being provided.

## **ARTICLE 5 BULLETIN BOARDS**

The MMA shall continue to provide present bulletin board space for the use of MSEA 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 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, the MMA shall designate an appropriate alternative space where such materials may be posted.

In no instance may MSEA post any material which is profane, obscene or defamatory to the MMA, 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 MMA for neutrality. MSEA is solely responsible for the accuracy and ethical standards of any material posted pursuant to this Article. The MMA retains the right to remove any materials in violation of this Article.

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

## **ARTICLE 6 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 7 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).

## **ARTICLE 8 COMPENSATION**

### **A. Salary Schedule Progression**

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. When an employee is reclassified, they shall retain their anniversary date, which is the date of hire.

When an employee awarded a special merit increase, it will become effective on the date it was approved.

*At such time as the Maine legislature enacts, repeals or otherwise authorizes or permits merit increases, employees shall resume progression step to step for the duration of this agreement.*

**B. Call Out.** Any employee who is eligible for overtime that 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. 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. It is understood that call out pay shall only be paid once during any four (4) hour period. If a Building/Boiler Maintenance Tech (or alternate) otherwise qualified for call out pay he/she shall be reimbursed for actual mileage to and from the worksite at the rate required in Article 25A.

**C. Overtime**

**1.** Full-time employees in pay ranges A100-A200-A300-A400-A500-A600-A700-A800-A900, except A914 --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.

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 that are worked.

**2.** 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.

**3.** 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.

**D. Shift Differentials**

Effective Jan. 1, 06 a shift differential of one dollar (\$1.00) per hour shall be paid for shift starting between 2:00 pm and 9:59 pm for employees regularly assigned to such shifts. A shift differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for shifts starting between 10:00 pm and 3:00 am for employees regularly assigned to such shifts. The differential provided herein shall be part of base pay for overtime pay and other purposes.

**E. Double Shift Premium**

An employee required to work two (2) shifts in a twenty-four (24) hour period will be paid an additional four dollars (\$4.00) for the week. This provision does not apply to employees who voluntarily work such shifts for their own convenience. The MMA

retains the right to establish schedules that minimize the payment of the premiums provided under this provision.

#### **F. Longevity**

1. Employees with fifteen (15) years but less than twenty (20) years of continuous *State* service shall receive longevity pay of thirty cents (\$.30) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of thirty cents (\$.30) per hour to the base upon eligibility.

2. Employees with twenty (20) years of continuous *State* service shall receive longevity pay of a total of forty cents (\$.40) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of a total of forty cents (\$.40) per hour to the base upon eligibility.

3. 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.

#### **G. Weekend Differential**

Employees assigned to work on a weekend 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.

### **ARTICLE 9 COMPLAINTS AND INVESTIGATIONS**

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

2. As directed by the Operations Manager or Executive Director, MMA 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. Investigator 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 investigator 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 that is the subject of the interview, the interview shall be terminated and the employee afforded the protections of this Article.

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

**9.** The employee shall be informed in writing promptly, but 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 10 CONCLUSION OF NEGOTIATIONS**

**A.** The MMA and MSEA agree that this Agreement is the entire Agreement, terminates all prior Agreements or understandings and 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 11 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 MMA and MSEA 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 12 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 13 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 payments 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 MMA 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 14 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 MMA vehicle shall be entitled to use such vehicle on such occasions.

### **ARTICLE 15 DEFERRED COMPENSATION**

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

### **ARTICLE 16 DENTAL INSURANCE**

The MMA 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 MMA 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 17 DISCIPLINE**

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

Disciplinary action shall be limited to the following: oral reprimand, 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 of first offense. *Physical abuse includes, but is not limited to intentionally, knowingly, or recklessly causing bodily injury, offensive physical contact, and/or placing another person in fear of imminent bodily injury.*

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 18 DUES DEDUCTION**

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

**2.** The MMA agrees to deduct MSEA membership dues, service fees and insurance premiums from the pay of those employees who individually request in writing that such deductions be made. 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 or the employee to the MMA Controller through the applicable agency payroll clerk. When such authorization is transmitted directly from the employee to the agency payroll clerk, a copy of the authorization shall be sent to MSEA.

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

4. MSEA shall indemnify and hold the MMA harmless against any and all claims, suits, orders or judgments brought or issued against the MMA as the result of the action taken or not taken by the MMA 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 19 EMPLOYEE ASSISTANCE PROGRAM**

There shall be a broad-brush comprehensive Employee Assistance Program ("EAP"), consistent with Title 5, Section 957, to provide confidential assessment and referral services for MMA employees. The EAP is intended to aid MMA employees and their families, and retirees, in cases where personal problems of any nature are having a detrimental effect on the employee's job performance. Services provided directly by the EAP shall be at no cost.

#### **ARTICLE 20 EMPLOYEE DATA**

1. So long as not prohibited by law, the MMA shall furnish to MSEA quarterly, at Union expense, a computer listing and a personal computer floppy diskette/CD of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer listing and diskette/CD shall contain, to the extent practicable, the name, address, social security number, class code, classification, pay range and step, employing agency and initial date of hire for each employee covered by this Agreement. MSEA shall indemnify, defend and hold the MMA harmless against all claims and suits which may arise as a result of the MMA's furnishing such listing and disk/CD to MSEA.

2. Upon mutual agreement, the MMA and MSEA will use technology available to each party for the purpose of receiving the aforementioned electronic data in the most efficient manner possible. By mutual agreement, such information transmitted to MSEA in a hard copy format will be transmitted electronically after agreement between the parties on format and content.

#### **ARTICLE 21 EMPLOYEE DEVELOPMENT AND TRAINING**

1. The MMA 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 MMA in order to provide suitable programs for employees covered by this

Agreement. When undertaking any such review, the MMA 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 MMA as a condition of fulfilling the requirements of the employee's job, or any in-service MMA training which is conducted or undertaken during normally scheduled work hours will be considered as time worked.

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

## **ARTICLE 22 EMPLOYEE ORGANIZATION LEAVE**

### **A. Leave for MSEA organization activities**

The MMA shall, when applicable, grant administrative leave with pay for a maximum of seven (7) employees who are MSEA members and are delegated by the MSEA as councilor delegates to attend the MSEA Annual Meeting; for a maximum, if applicable, of five (5) MMA non-supervisory employees who are MSEA council delegates or alternates to attend a maximum of four (4) caucus meetings annually. In the event MSEA should deem it necessary to hold additional caucus meetings, during the annual period of time referred to above, then subject to mutual agreement of the Authority and MSEA, administrative leave with pay may be granted for a maximum of five (5) MSEA delegates to attend area caucus meetings, if such leave is applicable. The MMA shall grant administrative leave, if applicable, for any member who is an officer of MSEA to attend MSEA meetings.

MSEA shall provide the MMA annually its schedule of area caucuses and Annual Membership meeting as soon as prepared. Requests for administrative leave with pay under this provision shall be made in advance. Where practical, such request shall normally be made at least five (5) days in advance. Where such notice is not practical, the parties will make every effort to accommodate each other's interest.

MMA 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 one (1) one-day meeting per month of the Board of Directors. For purposes of this Article, the Board of Directors shall consist of sixteen (16) members: twelve (12) from the Council, the President, Vice President, Secretary and Treasurer of MSEA-SEIU.

## **B. Leave for Negotiations**

Members of the MSEA bargaining team (whose numbers shall not exceed seven (7) for each unit of MSEA) 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 shall give reasonable notice to the Director of Human Resources of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA recognizes that exceptional circumstances might preclude the release of an individual on a particular day. The Director of Human Resources will notify affected sections 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, every effort shall be made to schedule non-standard workweek employees so that their days off shall not fall on days of negotiations.

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

1. The Union may designate up to six (6) employees to act as stewards and one (1) chief stewards on their behalf. A list of such employees designated as stewards or chief stewards shall be given to the Director of Human Resources 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 work station 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 such activity shall be considered administrative leave with pay and not as time actually worked for overtime purposes. When such work extends beyond the end of his/her normal workday, MMA shall not incur any further financial obligations beyond the end of the normal workday. Any travel or other expenses of stewards' or chief stewards' activities shall not be borne by the MMA.

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 sponsored steward training. MSEA shall provide the Director of Human Resources 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. Leave for Other Organizational Business**

Employees engaged in MSEA 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 made to the applicant in writing.

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

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

#### **F. 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.

#### **G. Grievance Committee**

Maine Military Authority agrees to provide leave without loss of pay or benefits as needed for each of the five (5) Grievance Committee Members from the Operations and Maintenance Bargaining Unit. Such leave will not be withheld unless operational needs so require and shall not be unreasonably denied. MSEA-SEIU will provide MMA yearly with a list of members from this committee and with appropriate notice of as to when such meetings are scheduled.

### **ARTICLE 23 EXPENSE REIMBURSEMENT**

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

1. The mileage allowance will be the prevailing federal rate at all relevant times.

The MMA retains the right to require employees to use MMA 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 MMA 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. Receipts shall not be required for reimbursement for meals eight dollars (\$8.00) and under.
4. Meal allowances for extended days traveled will be paid at the prevailing federal rate.
5. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance established by the federal rate.

### **C. Telephone Expenses**

1. When an employee is specifically required by the MMA to have a telephone in his or her residence, the MMA shall pay ten dollars (\$10.00) of the basic monthly charge. 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 MMA service between the semiannual payments.
2. The MMA 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 MMA voucher.
3. An employee away from home overnight on the business of the MMA shall have the right to one (1) five (5) minute telephone call per night within or to the State of Maine at the MMA's expense. When an employee is away from home overnight for two (2) or more continuous nights, that employee may aggregate the above five (5) minute period into one (1) or more telephone calls as long as the total time used does not exceed the total time allowed.
4. An employee who reports to work and then is required to work unscheduled overtime shall have the right to one (1) five (5) minute telephone call to notify a member of his/her household.

### **D. Reimbursement for Advanced Courses**

Employees shall be reimbursed by their appointing authority for tuition, course-related fees and other course-required and approved costs paid for advanced courses in their field which will help improve their skills and improve the services provided by the MMA and which are taken while in the employ of the MMA, provided that prior approval for taking any such course shall have been obtained from the appointing authority and provided that 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.

### **E. 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. This paragraph shall not apply if the employee volunteered to work out of state for a period more than ten (10) consecutive days. When employee will be out of state more than ten (10) consecutive days' terms and conditions for employees returning to Maine during weekends will be posted as part of the voluntary assignment.

### **F. Corporate Credit Cards**

The MMA shall provide Corporate Credit Cards for those employees who travel as part of their jobs. This Corporate Credit Card shall be issued in the name of the employee with the MMA name affixed. The payment of the monthly credit card bill will be the responsibility of the employee. Also, it will be the responsibility of the employee to submit periodic expense reports as determined by MMA. Late charges which result from the MMA's failure to reimburse employees in a timely manner will be the responsibility of the MMA. Personal charges on the Corporate Credit Card will be prohibited. Failure to pay credit card bills as required or personal use of the credit card may result in revocation of credit card privileges.

### **G. Environmental Pay**

Environmental pay shall be set at twenty-five (.25) cents per hour and shall be a component of pay for all calculations. It is understood that environmental pay is unique to hours actually worked in respirator-required areas in building 7500 and 7501, excluding the machine shop, superintendent's office or any other area that is sectioned off and no respirator is required.

*Employees working in the blast booth, individually or as part of the blast team, shall receive an additional twenty-five (.25) cents per hour for actual hours expended in the blast booth.*

## **ARTICLE 24 GRIEVANCE PROCEDURE**

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

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

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

## **2. Procedure**

**2.1 Step 1:** Within fifteen (15) workdays after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that he/she has a grievance, the employee and/or his/her representative shall present the grievance in writing to his/her shop supervisor. The shop 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 to the ~~General Manager~~ Operations Manager with a copy to the Director of Human Resources stating the nature of the grievance and the remedial action requested as follows:

The grievance shall be submitted to the Operations Manager. The Operations Manager 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 Operations Manager the employee and/or his/her representative may appeal to the MMA Director of Human Resources by filing with him/her a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The Director of Human Resources or his/her representative will submit to the Executive Director a copy of the written decision and the appeal 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 may submit the grievance to arbitration by submitting a request for arbitration to the Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources' 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 filed within twelve (12) weeks, MSEA shall pay the entire AAA administration fee. If a request has not been received by AAA within twelve (12) weeks of the Director of Human Resources' receipt of the request for arbitration, MSEA will be deemed to have waived its right to appeal the Step 3 decision to arbitration.

(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 MMA shall not deny any employee MSEA representation at any stage of the grievance procedure and MSEA shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA shall have the right to be present at any grievance step meeting

and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.

**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 meet the time limits or extensions thereof. Failure of the MMA and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA may proceed to the next step.

**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 MMA Director of Human Resources or his/her designee and MSEA.

**3.5** Any grievance involving two (2) or more employees within the bargaining unit within the same department 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 MMA. The MMA 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.

## **ARTICLE 25 HEALTH AND SAFETY**

The MMA 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 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 MMA 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.

## **ARTICLE 26 HEALTH INSURANCE**

The MMA shall provide health plan coverage for employees pursuant to Title 5 §285. The MMA shall pay sixty percent (60%) of the cost of dependent premium for each eligible employee who selects dependent coverage. Part-time and seasonal employees hired into permanent full-time positions will be allowed to apply for health insurance within 60 days of the permanent appointment with no evidence of insurability.

To the extent permitted by law, the parties agree that in lieu of health insurance, if an employee can provide proof of a bona-fide medical insurance (that is not the Department of Health and Human Services-DHHS) and waives the employee's department health coverage, Maine Military Authority will pay the employee 50% of the Employer's cost of the coverage for which the employee is eligible up to a cap of \$6,000 per year. The opt-out payment should be paid out in equal payments during the employee's twenty-four (24) bi-weekly pay cycle.

Employees are allowed to opt out once. This is a safeguard for both the employee and the company.

If the Employee shall for any reason lose their alternative health coverage then the employee will be able to enroll back onto the employer health plan during the next open enrollment period and cease the opt out option. Except in cases of "life changing events" employees who have opted out of the MMA plan and then choose to reenroll in the MMA health insurance plan should understand that there may be a period of a lapse of coverage while the employee is awaiting an open enrollment window in the MMA health plan.

The parties agree that if there are changes negotiated in the Non-Supervisory Bargaining Unit related to those Opt-out payments then Supervisory Services will re-open their opt-out language for the purpose of establishing parallel opt-out provisions.

## **ARTICLE 27 HOLIDAYS**

1. Employees have the following 12 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 each hour worked on a holiday, 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.

#### **ARTICLE 28 HOURS AND WORK SCHEDULES**

1. The basic work schedules and practices, including work schedules or practices peculiar to particular classes, in effect on the effective date of this Agreement, shall not be changed without the employer informing MSEA in 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. It is recognized by all parties to this Agreement that employees are expected to be at their workstation at the beginning of the workday or at the end of any breaks throughout the day. Failure to do so may result in progressive discipline.

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

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

6. MMA is required to be fully operational at least eight (8) hours each day, Monday through Friday. Work schedules may change if a Memorandum of Agreement is reached pursuant to Appendix B Work Day Hours.

## **ARTICLE 29 LABOR/MANAGEMENT COMMITTEES**

### **A. MMA**

All Labor Management Committees will be made up of equal numbers of labor and Management representatives.

Management will appoint their representatives and the Union will appoint their representatives in accordance with established union procedures.

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

### **B. Safety and Building Committee**

There shall be a Labor/Management Committee concerning safety and the safety of MMA Buildings. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

### **C. 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.

## **ARTICLE 30 LIFE INSURANCE**

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

## **ARTICLE 31 MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the MMA 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 32 MANAGEMENT RIGHTS**

The MSEA agrees that the MMA 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 33 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 annual training not to exceed seventeen (17) calendar days in any calendar year, as specified by provisions of the National Defense Act or Armed Forces Reserve Act of 1952.

### **ARTICLE 34 MSEA MEMBERSHIP PACKETS**

Each newly hired employee eligible upon completion of six (6) months service for coverage by this Agreement shall be provided by the MMA with an MSEA-furnished membership packet along with other orientation materials that are regularly provided to new employees. MSEA 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 programs shall be referred to MSEA. MSEA shall supply the packets to the points of distribution. In addition, the MMA shall supply MSEA 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 MMA will identify those employees who are seasonal. The MMA shall also notify MSEA 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 MMA service within thirty (30) days of determination of such change.

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

### **ARTICLE 35 MSEA RETIREMENT HANDBOOK**

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

### **ARTICLE 36 NON-DISCRIMINATION**

The MMA agrees to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, creed, color, national origin, sex, 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, marital status, age, physical or mental disability.

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

MSEA agrees to support affirmative action programs mandated by law and any other affirmative action programs affecting the MMA that comply with or are mandated by applicable MMA and federal laws.

MSEA and the MMA agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms, is unacceptable conduct and will not be condoned or tolerated by MSEA or the MMA. The MMA agrees to re-post Personnel Bulletin 13.4 with the addendum concerning sexual harassment within sixty (60) days of the signing of this Agreement.

The MMA and MSEA 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 MMA's right to have any such grievance considered at the appropriate level or steps by the MMA's Affirmative Action Officer. This provision shall not preclude other legal remedies provided by law.

### **ARTICLE 37 OUTSIDE EMPLOYMENT**

Employees may engage in other employment outside of their MMA working hours so long as the outside employment does not involve a conflict of interest with their MMA employment. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with his/her Superintendent. Employees will notify Human Resources through his/her supervisor of any meaningful outside employment.

### **ARTICLE 38 OVERTIME ASSIGNMENTS**

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

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

### **ARTICLE 39 PERMANENT STATUS**

No employee's probationary period shall be extended without the employee being informed in writing thirty (30) days prior to the expiration of such period, and in no case can it be extended beyond a year. 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, pursuant to Civil Service Rules.

### **ARTICLE 40 PERSONAL SERVICES**

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

### **ARTICLE 41 PERSONNEL FILES**

**1.** An employee, upon written request to or after prior arrangement with the MMA Director of Human Resources, 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.** Upon request an employee shall be provided a copy of any or all materials in his/her personnel files provided that such copies shall be provided at the employee's expense. Copies of material added to the employee's personal file after the effective date of this Agreement shall be furnished at the MMA's expense and sent to each employee simultaneously with it being placed in his/her personnel file.

**4.** Upon request of an employee, records of reprimands and preventable accident reports shall be removed from personnel files after three (3) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. Upon request of an employee, records of suspensions and disciplinary demotions shall be removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of disciplinary suspensions resulting from patient/client abuse, neglect

or mistreatment shall not be removed from personnel files under the provisions of this paragraph 4.

#### **ARTICLE 42 PROPERTY DAMAGE**

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

Eye glasses will be replaced in accordance with established Worker's Comp. Guidelines.

#### **ARTICLE 43 RECLASSIFICATIONS**

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.

1. MSEA 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 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.

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

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

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

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

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

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

The MMA shall pay the employee reclassified or reallocated interest of two thirds of one percent (2/3%) per month on all monies due as a result of the reclassification or reallocation from the date of the final decision until payment. However, any employee with a pending reclassification action in process prior to July 1, 1997, shall be entitled to interest payment of one percent (1%) per month on all monies due.

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

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

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

7. If qualifications for a classification change, affected employees currently working in the class will be 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.

8. The provisions of this Article (493) shall be effective as provided in Article 71 (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 25 M.R.S.A. §979-D(1)(E)(1)(h).

#### **ARTICLE 44 GEOGRAPHIC RELOCATIONS**

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 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.

The MMA 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 MMA will pay reasonable temporary relocation expenses, pursuant the Lodging and Meals Article of this Agreement, for any period of less than 90 days notice.

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

#### **ARTICLE 45 RESPONSIBILITIES OF THE PARTIES**

The MMA and MSEA acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The MMA 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 MMA will not bargain collectively or meet with any employee organization other than MSEA with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised by the MMA to transmit their requests concerning terms and conditions of employment to MSEA.

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

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

(d) Efficient Public Service. The MMA and MSEA acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of the MMA 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 MMA 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 46 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. 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 47 RETIREMENT CONTRIBUTION REFUNDS**

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine Public Employees 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 48 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 49 SAFETY FOOTWEAR**

The MMA will provide employees who are required to wear safety footwear by Work Rules, with one pair per year of ANSI approved footwear. Employees will be given the

option to either obtain their footwear from a boot truck provided by a contracted vendor or to receive a \$125 safety boot allowance. The boot truck will arrive at approximately 3:00 p.m. Employees must select the boot truck or safety boot allowance option and notify Human Resources within 30 days of ratification of this contract. The Employee's selection is binding for the term of this agreement. Employees who fail to select either option will be required to obtain their boots from a vendor boot truck. If the vendor determines that an insufficient number of employees have selected the boot truck option, employees will be required to procure their boots at the vendor's facility during non-work hours.

## **ARTICLE 50 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 MMA bulletin boards as soon as practicable after execution of this Agreement and shall be provided to MSEA 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 are 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 MMA and MSEA 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 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 MMA to employees under this provision shall be given simultaneously to MSEA.

### **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 Director of Human Resources from the employee in the manner prescribed by the Human Resources Department, 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 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 department, 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 MMA 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 Competitive Vacancies**

Current procedures for filling of vacancies in the competitive service shall be continued during the term of this Agreement.

The following principles, however, shall be followed in the filling of competitive vacancies:

(a) Notice of all vacancies in competitive jobs 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 MMA is important for any position and will be given appropriate consideration by the appointing authority along with the qualifications for the position.

The MMA 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 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.

## **G. Promotions and Appointments**

Unclassified employees who promote to an unclassified position in a higher pay range shall have their rate of pay adjusted to the lowest rate in the new range which is at least five percent (5%) higher than the rate in the class from which promoted.

Classified employees who promote to a classified position in a higher pay range shall have their rate of pay adjusted to the lowest rate in the new range which is at least five percent (5%) higher than the rate in the class from which promoted.

Unclassified employees who accept an initial appointment in a higher pay range in the classification service shall have their rate of pay adjusted to the lowest rate in the new range which is at least five percent (5%) higher than the rate in the position that the employee left.

Classified employees who accept a position in the unclassified service in a higher pay range shall have their rate of pay adjusted to the lowest rate in the new pay range which is at least five percent (5%) higher than the rate of the class from which the employee left.

The Director of Human Resources will continue to follow the established certification and interview process that assures impartial selection as previously negotiated.

#### **H. 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.

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

The MMA 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.

#### **ARTICLE 51 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 MMA 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 52 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 53 SICK LEAVE**

**1.** Sick leave credit shall be earned at the rate of eight (8) hours 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 nine hundred sixty (960) hours. 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 nine hundred sixty (960) hours. However, the amount of unused sick leave accruals which can be credited towards MMA service for retirement purposes shall be seven hundred twenty (720) hours.

**2.** Sick leave is limited to use 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 employee's spouse or significant other, the parents of the spouse, 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 there is a shared primary residence. This relationship must have existed for at least two (2) continuous years before benefits under this Article may be provided.

Employees are encouraged to consult with the Director of Human Resources 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 MMA shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

It is recognized by all parties to this Agreement that sick leave is not authorized as a substitute for denied vacation leave or to augment vacation leave and such use may result in progressive discipline.

*The frequent use of sick leave on Mondays, Fridays, and days in conjunction with a Holidays, as well as other patterns of abuse of sick time may be indicators of patterns of abuse of sick time. Patterns of suspected abuse may result in progressive discipline up to and including discharge.*

*After employee has been counseled (not progressive discipline) for suspected abuse of sick, employee may be required to provide a physician's certificate or other acceptable documentation validating time use of sick leave. Physician certificate or other acceptable documentation shall be required for a period not to exceed six (6) months following the counseling. [Per 100]*

- 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 MMA 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 MMA shall retain his/her accumulated unused sick leave credits.
- 6.** A former MMA 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 shall have the unused sick leave accrued as of the time of layoff restored upon his/her re-instatement.

#### **ARTICLE 54 MMA VEHICLES AND EQUIPMENT**

1. No employee shall be required to operate any MMA 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.

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

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

#### **ARTICLE 55 UNION SECURITY ARTICLE**

Employees Hired On or After October 13, 2003

This subsection of this Article applies only to individuals who are covered by this Agreement and who begin their employment with the MMA on or after October 13, 2003.

##### **1. Selection of Fee**

Any employee covered by this Agreement shall, as a condition of employment, 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, MMA 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 MMA 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 employee's 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 pay date 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). MMA 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 MMA 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. MMA 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, MMA 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. MMA 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

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

It shall be the sole obligation of MSEA-SEIU to certify to MMA 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 MMA, MMA 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. MMA 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 MMA.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order MMA 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 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, MMA will automatically deduct 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 MMA the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears.

## **9. Indemnification**

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold MMA 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 MMA, 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 MMA by the union pursuant to this Article; and including but not limited to any charge that MMA 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 MMA. MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by MMA under this Article. In such litigation MMA 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 MMA. 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 MMA. Should MMA 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 "2001-2003".

## **ARTICLE 56 UNIT WORK**

If the MMA 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 MMA will negotiate the impact of the contracting on the affected employees. Negotiations, if demanded, will occur no longer than a thirty (30) day period prior to implementation of the layoff. If the parties have not reached agreement within the thirty (30) day period, the obligation to bargain shall continue.

In addition, the MMA shall assist those employees whose jobs are eliminated by such actions to find other employment. The resources of the Department of Labor and the affected department shall be used in coordination with MSEA to help the affected employees secure employment inside or outside of MMA. When an employee receives notice that he/she is being displaced as a result of contracting out, the MMA and MSEA 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 MMA service.

## **ARTICLE 57 UNPAID PERSONAL LEAVES OF ABSENCE**

**1.** Any employee may apply for an unpaid personal leave of absence for good and sufficient reason with a two-week notice to the Executive Director. Leave pursuant to this provision may be for a period not exceeding twelve (12) months in any fourteen (14) consecutive months, except that MMA-sanctioned leaves of absence may be extended by the Executive Director. Such leave may be granted at the discretion of the appointing authority and shall not be unreasonably denied. Employees are encouraged to consult with the Director of Human Resources 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 approved authorized 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. Unauthorized leave without pay will adjust seniority date.

**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 MMA service that is excluded from bargaining units under 26 M.R.S.A. §962 (6) (Municipal 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 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 58 FIRST RESPONDERS LEAVE**

MMA may permit first responders (i.e. community volunteer firefighters, EMS, search, and rescue personnel), the opportunity to respond to emergencies in the Aroostook County and Grand Falls area.

To be eligible, first responders must identify themselves to the Director of Human Resources and provide up to date certification. During scheduled work hours, first responders must receive supervisory approval before responding to an emergency. Supervisors will consider the operational needs of MMA before granting approval. If approved by his/her supervisor, the employee shall be released for this purpose.

During non-scheduled hours employees responding to emergency calls are expected to call a predetermined phone number and leave a message stating that he/she was called out to an emergency and may not be at work as scheduled.

An employee's failure to notify MMA may be excused based on the totality of the circumstances. Repeated failures to call which are not excused may result in the steps of progressive discipline.

Approved hours responding to an emergency will be charged as vacation or compensating time upon return to work. Such release shall not be unreasonably denied and the use of Vacation or Comp time shall be exempt from the required 24-hour request notice for this use.

- a. First responders must register with the Human Resource Office their status as a first responder
- b. Upon the return of any such emergency call, the first responder may be required to provide Maine Military Authority verification that he/she was in attendance at such event. If an employee cannot provide adequate verification of their attendance at this event, they will be subject to disciplinary action.

## **ARTICLE 59 USE OF MMA FACILITIES**

Where there is available appropriate meeting space in buildings owned or leased by the MMA, MSEA shall be allowed reasonable use of such space at reasonable times for specific meetings, including space suitable for meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances. Advance arrangements for the use of MMA facilities shall be made with the department or agency concerned. MSEA shall reimburse the MMA 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 MMA employees, shall have the right to meeting space in MMA facilities for purposes pertaining to terms and conditions of employment of employees.

The use of MMA facilities for meetings shall be in non-work areas or where work is not in progress. Other than meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances, all meetings in MMA facilities shall be during the off-duty time of employees attending and, in all instances, attendance shall be voluntary. Arrangements for any meetings in MMA 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 60 VACATION**

**1.** Each employee shall earn vacation with pay on the following basis. Eight (8) hours shall be earned for each completed full month of service during the first five (5) years of service with the MMA. Thereafter, provided the last three (3) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the MMA, ten (10) hours shall be earned until ten (10) years have been completed; and twelve (12) hours shall be earned until fifteen (15) years have been completed; fourteen (14) hours shall be earned until twenty (20) years have been completed; thereafter, sixteen (16) hours shall be earned. Part-time employees shall earn vacation credits at the higher rates after having worked for the MMA 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.

**2.** The General Manager or Operations Manager shall cause a schedule of vacations to be posted on bulletin boards in all buildings at least thirty (30) days before the annual vacation period. Employees shall be given preference in choosing vacation periods in order of seniority by workgroup. Each employee, in seniority order, may choose his/her first two weeks of vacation within thirty (30) days of the schedule of vacations being posted. More senior employees cannot bump less senior employees' vacation selections for their first two weeks of vacation after the initial 30-day period is complete.

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.

Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice with 24-hour written notice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority, except that more senior employees cannot bump less senior employees who have been previously granted vacation leave for planned-for vacations.

**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 MMA 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 MMA service. Employees with fifteen (15) years or more of continuous MMA 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 thirty (30) days pay on unused vacation shall be credited towards an employee's average final compensation upon retirement.

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

8. VACATION HOUR EXCHANGE FOR PAY: Employees with more than two hundred (200) accrued vacation hours may exchange accrued vacation hours in eight (8) hour increments at their current rate of pay. Only accrued vacation hours in excess of two hundred (200) hours may be exchanged. Employees may exchange their accrued vacation hours twice per year during the months of May and November.

#### **ARTICLE 61 COMPUTER VIDEO INTERFACE OPERATORS**

1. No employee shall be required to work more than two (2) continuous hours on a computer video interface (CVI). Employees whose job assignment requires them to work on CVI's should be assigned other work or activities for thirty (30) minutes for each two (2) hours of continuous work on the interfaces. 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%) CVI 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 MMA'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 CVI's, including alternate work time under paragraph 1 of this Article, shall be entitled to be examined by an eye doctor annually at MMA's expense. All employees receiving eye examinations pursuant to this Article must provide the MMA with medical releases. Employees shall be given a report form to be completed by the eye doctor and returned to the Director of Human Resources.

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. Employees must submit the appropriate forms to the Human Resources office on a yearly basis for prior approval to ensure they meet the 80% rule before being eligible for benefits under this Article. MMA shall only pay amounts to the limits proscribed by this Article that the employee's health insurance provider does not cover.

#### **ARTICLE 62 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 or fails to work through the notice period, may not withdraw that resignation.

#### **ARTICLE 63 WORK CLOTHING**

Present practice shall continue of supplying and cleaning uniforms to Maine Military Authority employees whom are required to wear uniforms as a condition of employment. In addition, one pair of work gloves per year will be provided.

Uniform Maintenance Allowance: 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 MMA makes other arrangements for uniform maintenance. The uniform maintenance allowance shall be paid to full-year employees on a semi-annual basis and shall be prorated for those employees who become eligible or terminate MMA service between the semiannual payments.

#### **ARTICLE 64 WORK RULES**

The MMA 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. Upon request by MSEA the MMA will meet and consult with MSEA on the proposed changed or new rules.

## **ARTICLE 65 WORK STOPPAGE AND SLOWDOWN**

Employees within the bargaining unit, MSEA 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, 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 66 WORKERS' COMPENSATION**

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

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

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

If an employee who is terminated pursuant to this Article is eligible for and makes application for disability retirement, the MMA 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 MMA service immediately preceding his/her termination, for purposes of seniority, vacation accrual rate and restoration of sick leave credits.

**ARTICLE 67 TERM OF AGREEMENT**

This Agreement shall be effective until *December 31, 2014*, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representative's on *February 28, 2012*.

**APPENDIX A  
CONTRACT COMPENSATION REOPENER**

If at any time during the term of this contract Maine Military Authority is awarded a profit-based contract in excess of \$15M per year (i.e. Installation Management Command, NTV-SLEP, CECOM, TACOM). 40% or more if its total labor hours are expended on the performance of profit based contracts or Maine Military Authority is missioned under Title 32 U.S.C. Section 113 by the Secretary of the Army, the parties mutually agree to re-open compensation issues in this article to include general salary increases, salary progression increases, and/or the establishment of an employee incentive compensation program.

**APPENDIX B  
WORK DAY HOURS**

MMA is required to be fully operational at least eight (8) hours each day, Monday through Friday. MSEA and MMA agree to re-open contract discussions to consider the implementation of a four (4) day, ten (10) hour day, work week provided established work-load requirements facilitate ten (10) hour days, the facility remains fully operational Monday through Friday, and the work week includes Saturday and/or Sunday. Work days for the four (4) day work schedule will fluctuate from week to week. At such time as work load requirements no longer support a ten (10) hour, four (4) day, work week, the facility will revert back to a traditional eight (8) hour, five (5) day work schedule.

## **APPENDIX C INCENTIVE PROGRAM**

The parties agree to establish a committee to develop a trial incentive program during the contract period. The committee shall be comprised of no more than four (4) management members and no more than six (6) OMS bargaining unit members. Management shall have the sole discretion of appointing management members to the committee. The president of MSEA shall have the sole discretion of appointing OMS unit members to serve on the committee.

OMS unit members will coordinate with management to schedule monthly meetings to develop, review and discuss the progress of this trial program. The OMS program will differ from the other bargaining unit program due to the number of employees in the bargaining unit. The OMS unit members of the committee shall develop and define the evaluation criteria and determine the weight given to each rating criteria, if applicable, for the program. Committee members will receive administrative time for these meetings. Management will provide additional criteria based on Annual Evaluations to be used by the committee. The weight given to the Annual Evaluation criteria shall be reasonable as determined by the joint committee. The overall purpose of the criteria is to enable the committee to distinguish between members in the bargaining unit for disparate distribution of incentive pay from the funds allotted by Management.

It is intended that this program will provide financial incentives for the OMS unit members while providing them with greater control over the distribution of the incentive funds. This incentive program does not exclude the potential for negotiating across the board base wage increases in future years.

## **APPENDIX D ARTICLE 50 SENIORITY REOPENER**

The parties agree to reopen negotiations solely pertaining to Article 50 Seniority in order to attempt to resolve conflicts surrounding the layoff/bumping process and the impact of that process on the bargaining unit members. These negotiations shall be done in collaboration with Management and the Supervisory Bargaining Unit and shall commence at the onset of negotiations for a successor agreement for the Supervisory Bargaining Unit for the term of agreement ending October 31, 2012. The OMS Bargaining Unit shall be represented by the current bargaining team members for these negotiations, and the OMS Bargaining Unit shall be granted administrative leave to attend such negotiations.

MAINE MILITARY AUTHORITY OF MAINE  
**Operations Maintenance and Support**

116 BLDG. MAINT TECH I  
118 BLDG. MAINT TECH II  
120 BOILER MAINT TECH III  
226 PROD SUPPLY TECH I  
228 PROD SUPPLY TECH II  
234 PROD SUPPLY TECH III  
235 INVENTORY CLERK  
241 CONTRACT SPEC I  
242 CONTRACT SPEC II  
244 REPLENISHING SPEC I  
245 REPLENISHING SPEC II  
250 INVENTORY CONTROL ANALYST  
320 PROD LINE TECH I  
321 PROD LINE TECH II  
325 ASSEMBLY WORKER  
334 MECHANIC TECH I  
336 MECHANIC TECH II  
339 MECHANIC TECH III  
340 INSPECTORS  
357 MECHANIC TECH IIE  
436 MACHINIST I  
458 MACHINIST II  
534 HEAVY EQU. DRIVER  
634 SHEET METAL FAB. I  
636 SHEET METAL FAB II  
736 WELDER I  
737 WELDER II  
834 BODY PREP TECH  
836 BODY REPAIRER  
838 PAINTERS  
910 RECEPTIONIST  
912 ADM CLERKS  
915 PERSONNEL SPECIALIST  
916 PAYROLL PERSONNEL  
918 ACCT TECH I  
920 ACCT TECH II  
925 GRAPHIC SPECIALIST  
926 TRANSPORTATION SPECIALIST  
930 MANAGERIAL ACCOUNTANT