

Table of Contents

ARTICLE 1: ACCESS TO EMPLOYEES	5
ARTICLE 2: ASSOCIATION RIGHTS	5
1) Leave With Pay for MSEA Organization Activities	5
2) Leave With Pay for Negotiations	7
3) Stewards	9
ARTICLE 3: BULLETIN BOARDS	11
ARTICLE 4: COMPENSATION	13
1) Acting Capacity	13
2) Allowances.....	14
3) Call-Out.....	21
4) Compensating Time.....	23
5) General Salary	24
6) Holiday Work.....	25
7) Licenses	26
8) Longevity	26
9) Overtime.....	28
10) Salary Schedule.....	29
11) Shift Differentials	29
12) Unused Sick Leave	31
13) Unused Vacation Leave	31
ARTICLE 5: COMPLAINTS AND INVESTIGATIONS	32
ARTICLE 6: CONTRACT ADMINISTRATION	34
ARTICLE 7: COPIES OF AGREEMENT.....	36
ARTICLE 8: DISCIPLINE	36
ARTICLE 9: EMBODIMENT OF THE AGREEMENT.....	39

ARTICLE 10: EMPLOYEE ASSISTANCE PROGRAM	40
ARTICLE 11: EMPLOYEE DEVELOPMENT AND TRAINING ...	40
ARTICLE 12: GRIEVANCE PROCEDURE	45
1) Step 1: Informal Procedure	46
2) Step 2: Formal Procedure	46
3) Step 3: Formal Procedure	48
4) Step 4: Formal Procedure	49
5) Step 5: Formal Procedure	50
6) Arbitration Guidelines	51
7) General Provisions	54
ARTICLE 13: GROUP LIFE INSURANCE	56
ARTICLE 14: HEALTH AND SAFETY	58
ARTICLE 15: HEALTH INSURANCE	61
ARTICLE 16: LAYOFFS	64
ARTICLE 17: LEAVE WITH/WITHOUT PAY	66
1) Bereavement Leave	66
2) Court Leave	67
3) Extended Medical Leave	67
4) Family and Medical Leave	69
5) Holidays	70
6) Leave of Absence: Non-Medical	73
7) Reserve Service Leave	73
8) Sick Leave	74
9) Use of Sick Leave and Vacation	78
10) Vacation	78
11) Workers' Compensation	81
ARTICLE 18: LISTS OF EMPLOYEES	82

ARTICLE 19: MAINTENANCE EMPLOYEES	82
ARTICLE 20: MAINTENANCE OF BENEFITS	85
ARTICLE 21: MANAGEMENT RIGHTS	85
ARTICLE 22: MEMBERSHIP PACKETS.....	86
ARTICLE 23: NON-DISCRIMINATION	87
ARTICLE 24: OVERTIME ASSIGNMENT - HIGHWAY MAINTENANCE	89
ARTICLE 25: PAYROLL DEDUCTIONS	89
ARTICLE 26: PERSONNEL FILES.....	91
ARTICLE 27: PRODUCTIVITY	92
ARTICLE 28: PROTECTION OF EMPLOYEES.....	93
ARTICLE 29: RECLASSIFICATIONS	94
ARTICLE 30: RECOGNITION	94
ARTICLE 31: SENIORITY	95
1) Accrual.....	95
2) Departments/Divisions Defined	96
3) During Layoff	97
4) Seniority Schedules	97
5) On-Call, Temporary and Seasonal Employees	97
ARTICLE 32: SEVERABILITY	98
ARTICLE 33: STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED	98
ARTICLE 34: TERM OF AGREEMENT	100
ARTICLE 35: TOLL COLLECTION EMPLOYEES	101
ARTICLE 36: TRANSFERS	102
ARTICLE 37: UNION SECURITY	102
1) Selection of Fee	102

2) Calculation of Service Fee.....	103
3) Change of Status.....	104
4) Payments and Deductions.....	105
5) Notice and Audit.....	105
6) Religious Objectors.....	107
7) Disputes.....	109
8) Failure to Pay Fee	110
9) Indemnification	112
10) Severability	113
ARTICLE 38: USE OF AUTHORITY FACILITIES	114
ARTICLE 39: VACANCIES	115
ARTICLE 40: WELLNESS BENEFIT	118
ARTICLE 41: WITHDRAWAL OF RESIGNATION	119
ARTICLE 42: WORK RULES	119
SIGNATURE PAGE	120
APPENDIX A: Employee Bargaining Unit Classifications ..	121
APPENDIX B: Grievance Mediation Ground Rules	122
APPENDIX C: Definitions	124
APPENDIX D: Union Security Memorandum of Understanding.....	126

ARTICLE 1: ACCESS TO EMPLOYEES

- 1) The Authority shall provide access to employees during working hours by MSEA-SEIU Local 1989 (herein also referred to as MSEA) Staff Representatives and to ten (10) designated stewards to discuss grievances and contract compliance.
- 2) Such access shall not interfere with work duties and shall be with the permission of the appropriate supervisor of the employee involved.

ARTICLE 2: ASSOCIATION RIGHTS

- 1) Leave With Pay for MSEA Organization Activities
 - a) The Maine Turnpike Authority (herein also referred to as the Authority) shall grant administrative leave to an employee who becomes a member or officer of the MSEA Board of Directors.
 - b) 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.
 - c) The Authority shall, when applicable, grant administrative leave for a maximum of seven (7) Authority non-supervisory employees who are

MSEA members and are delegated by the MSEA Turnpike Employees Chapter as councilor delegates to attend the MSEA Annual Meeting; for a maximum, if applicable, of five (5) Authority non-supervisory employees who are MSEA council delegates or alternates to attend a maximum of four (4) area caucus meetings annually.

- d) 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 may be granted for a maximum of five (5) MSEA delegates to attend the area caucus meetings, if such leave is applicable.
- e) The Authority shall grant administrative leave, if applicable, for any member of the Turnpike Employees Chapter who is an officer of MSEA to attend MSEA meetings.
- f) MSEA shall provide the Authority annually its schedule of area caucuses and Annual Membership meeting as soon as prepared.
 - i) Requests for administrative leave under this provision shall be made in advance.
 - ii) Where practical, such request shall normally be made at least five (5) work days in advance.

- iii) Where such is not practical, the parties will make every effort to accommodate each other's interests.

 - g) Any employee of this Unit who during the term hereof holds the office of President, Vice President, Secretary or Treasurer of the MSEA Turnpike Employees Chapter may attend to the duties of his/her office during his/her working time without loss of pay or benefits.
 - i) Duties of this office in this instance are defined as attendance at a maximum of nine (9) MSEA meetings, called by the President of the MSEA Turnpike Employees Chapter, during a twelve (12) month period for which the Authority does grant administrative leave for one (1) or more of the MSEA Turnpike Chapter officers, referred to above;
 - ii) It being understood that such administrative leave will be granted only when applicable.

 - h) The Authority shall allow the President of the Chapter or alternate to attend all Turnpike Authority board meetings without loss of pay or benefits.
- 2) Leave With Pay for Negotiations
- a) The Authority shall grant up to twenty (20) hours

of administrative leave, if applicable, to the incumbent Chapter President and to the additional MSEA designated bargaining representatives to prepare for negotiations.

- b) In the event the Authority needs to replace the representative at his or her regular work site, the requested leave must be for a minimum of four (4) hours.
- c) The Authority shall, when applicable, grant administrative duty to the incumbent Chapter President and to five (5) additional Authority employees designated by MSEA as bargaining team members to participate in collective bargaining sessions or impasse proceedings with Authority representatives.
- d) In addition, the Authority shall grant administrative leave to any Authority employee needed as consultant on particular matters to participate in collective bargaining sessions with Authority representatives and mediation proceedings but not for fact finding or arbitration proceedings unless otherwise agreed to by the parties.
- e) Requests for leave under this section shall be made in advance.
 - i) Where practical, such requests shall be made

at least five (5) work days in advance.

- ii) Where such is not practical, the parties will make every effort to accommodate each other's interests.

3) Stewards

- a) Upon the implementation of this Agreement and from time to time thereafter during the term of this Agreement, MSEA may designate Authority employees to serve as stewards.
- b) There shall be designated at one time no more than ten (10) stewards, including at least one (1) from each of three highway maintenance divisions and one (1) from each of the South Section, Central Section, and North Section of the Fare Collection Division, a list to be provided to the Authority with all updates, containing the names of the designees and their areas of authority.
- c) Two (2) of the Stewards shall be designated as Chief Stewards.
- d) Authority employees designated by MSEA as stewards may investigate and process grievances within their designated areas of authority during work hours to a maximum extent of two hundred (200) hours of compensation annually for ten (10) stewards collectively, and such hours shall be

considered as administrative duty.

- e) A steward serving on the MSEA grievance committee may request, at his/her option that any hours served in that capacity be counted toward the collective two hundred (200) hour allotment of administrative duty.
- f) In the event an individual steward, because of unusual circumstances, should be required to request an addition to the two hundred (200) hours referred to above, such request could be granted if mutually agreed to by the steward's Department Head or the Human Resources Department and MSEA.
- g) Any hours granted beyond two hundred (200) hours collectively will not be considered administrative duty.
- h) Permission for stewards to leave their work station for these purposes may be granted upon request to the most immediate supervisor not a member of the Employees Bargaining Unit.
- i) Chief Stewards

In addition to the Chief Stewards' regular duties as stewards, they shall also be responsible for the following:

- i) Filling in for an absent steward;
 - ii) Coordinate grievances involving more than one (1) work division;
 - iii) Filling in as steward where a conflict arises with the worksite steward;
 - iv) Coordinate and supervise acts of the stewards.
- j) When a Steward/Chief Steward uses administrative duty or leave to investigate a possible grievance, they shall, within fourteen (14) days, submit a written statement to the Authority with a copy to MSEA as to the amount of time used and the purposes stated for any activity during the previous month.
- k) The Authority shall grant administrative duty if needed to Stewards for the purposes of attending two (2) steward training sessions per year conducted by MSEA.

ARTICLE 3: BULLETIN BOARDS

- 1) The Authority shall provide a reasonable amount of bulletin board space for the use of MSEA and its Turnpike Chapter in an accessible place in each area occupied by a substantial number of employees and at

each location where bulletin boards are presently provided, including Administrative Headquarters, for the purpose of posting bulletins, notices and other materials.

- 2) For other than routine business materials, materials to be posted shall be forwarded to the Executive Director for approval in advance of posting.
 - a) The Authority shall notify the appropriate MSEA or Turnpike Chapter official of its approval or disapproval prior to the intended posting date.
 - b) Unless impractical, such material shall be forwarded at least five (5) work days in advance.
 - c) If forwarding at least five (5) work days in advance is impractical, the parties will make every effort to accommodate each other's interests.
- 3) For purposes of this provision, routine business materials shall be limited to bulletins, notices and other materials pertaining to MSEA or Turnpike Chapter recreational and social affairs, meetings, appointments, MSEA or Turnpike Chapter internal elections and results of elections, committee reports and internal policies, procedures, rulings, services and programs.

ARTICLE 4: COMPENSATION

- 1) Acting Capacity
 - a) When an employee is assigned temporarily to a job for which the employee is qualified in a higher classification for a minimum of one (1) eight (8) hour work day, the employee shall be paid in a higher classification at a rate at least one (1) step higher than in the employee's own range of classification.
 - b) When a maintenance employee is assigned temporarily to a job for which the employee is qualified in a higher classification for a minimum of one (1) hour, the employee shall be paid in a higher classification at a rate at least one (1) step higher than in the employee's own range of classification.
 - c) Acting capacity assignments:
 - i) Seniority shall not be a factor in such temporary assignments.
 - ii) In no event may an employee acquire any status in a higher classification as a result of a temporary assignment.
 - d) Acting capacity assignments shall not be made arbitrarily or capriciously.

2) Allowances

a) Boot Allowance

i) The Authority agrees to reimburse certain employees as defined in this Section for purchases of boots necessary to perform their jobs in an amount not to exceed one hundred seventy-five dollars (\$175.00) annually:

(1) Highway Maintenance III and IV

(2) Building Maintenance II and III

(3) Storekeeper II

(4) Carpenter II

(5) Electrician II

(6) Oil/Gas Burner Technician

(7) Custodial Worker II

(8) Equipment Body Mechanic

(9) Engineering Aide III

(10) Engineering Technician I and II

- (11) Sign Maker
- (12) Automotive Mechanic II and III
- (13) Right of Way Assistant I and II
- (14) Currency Processing Technician
- (15) Facility Systems Operator
- (16) Toll System Maintenance Technician

- ii) These payments will be made by payroll reimbursement following submission of receipts by the employees and approval of the purchases by their department heads.
- iii) Requests for reimbursement supported by proof that the boots purchased are appropriate to perform one's job shall not be unreasonably denied.
- iv) Employees eligible for both boot and clothing allowances may utilize those amounts interchangeably.

b) Clothing Allowance

- i) The Authority shall provide a clothing reimbursement to eligible employees defined in this Section for purchases of clothing

necessary to perform their jobs in an amount not to exceed three hundred dollars (\$300.00) annually:

- (1) Highway Maintenance III and IV
 - (2) Building Maintenance II and III
 - (3) Carpenter II
 - (4) Sign Maker
 - (5) Oil/Gas Burner Technician
 - (6) Custodial Worker II
 - (7) Engineering Aide III
 - (8) Engineering Technician I and II
 - (9) Toll System Maintenance Technician
 - (10) Facility Systems Operator
 - (11) Electrician II
- ii) Such payments will be made by payroll reimbursement following submission of receipts by the employee and approval of the purchases by their department head or the Safety Coordinator if safety related.

- iii) Requests for reimbursement supported by proof that the clothing purchased is appropriate to perform one's job shall not be unreasonably denied.
- iv) The Authority shall provide:
 - (1) Individual lockers appropriately located and adequate for storage of normal work gear, when the facilities permit, for all maintenance employees.
 - (2) Foul weather gear, including rain suits and boots, on an as-needed basis for eligible employees defined in this Article.
 - (3) A clothing rental service which will provide each Equipment Body Mechanic and Automotive Mechanic with a newly laundered shirt and trousers daily in the regular work week.
 - (4) For automotive mechanics, either two (2) jackets or one (1) set of coveralls weekly, the choice to be made by the automotive mechanics involved.
- c) Telephone Allowance
 - i) The Authority shall pay twenty-five dollars

(\$25.00) monthly towards the basic monthly telephone bill for all employees covered by this Agreement who are subject to call-out, except those whom the Authority has issued phones at Authority expense.

ii) For purposes of this Section, only employees in the following classifications are deemed to be subject to call-out:

- (1) Highway Maintenance III
- (2) Building Maintenance II and III
- (3) Storekeeper II
- (4) Carpenter II
- (5) Electrician II
- (6) Oil/Gas Burner Technician
- (7) Custodial Worker II
- (8) Equipment Body Mechanic
- (9) Engineering Aide III
- (10) Engineering Technician I and II
- (11) Sign Maker

- (12) Automotive Mechanic II and III
- (13) Right-of-Way Assistant I and II
- (14) Currency Processing Technician
- (15) Facility Systems Operator
- (16) Toll System Maintenance Technician

d) Tool Allowance

- i) The Authority shall reimburse eligible employees defined in this Section for purchases of tools necessary to perform their jobs in an amount not to exceed three hundred twenty-five dollars (\$325.00) annually:

- (1) Automotive Mechanic II and III
- (2) Equipment Body Mechanic
- (3) Electrician II
- (4) Carpenter II
- (5) Oil/Gas Burner Technician
- (6) Facility Systems Operator

(7) Toll System Maintenance Technician

- ii) These payments will be made by payroll reimbursement following submission of receipts by the employee and approval of the purchases by their department.
- iii) The Authority and MSEA acknowledge that it is traditional for employees defined in this Section to provide their own regular working trade tools.
 - (1) For this reason, tools which wear out in the normal course of work will not be replaced by the Authority.
 - (2) However, any tool which is actually broken in the course of performing work on behalf of the Authority will, upon appropriate proof and presentation to one's immediate supervisor, be replaced with a tool of like quality.
- iv) Any tools which can be said to be unusual, and not regularly used by the employee, but nevertheless required to perform certain kinds of work:
 - (1) Upon submission of request and approval by the Purchasing Manager and department head, will be provided to

the eligible employee as identified in this Section for the purpose requested.

- (2) Such tools shall be and remain the property of the Authority.
 - v) The Authority shall continue to provide space for the storage of tools by the eligible employees identified in this Section, who will be responsible for placing the tools within said storage areas.
 - (1) If such tools, while properly secured in said storage areas are damaged, destroyed or stolen, shall be replaced by the Authority with similar tools at no cost to the eligible employee affected.
 - (2) The coverage of this clause is intended to be co-extensive with the coverage described in the specimen insurance policy, a copy of which, upon request, is to be filed with MSEA and made available to the employees involved.
- 3) Call-Out
- a) Employees who are called-out for work before or after their regularly scheduled work hours or are called-out on their scheduled day off shall receive pay for a minimum of four (4) hours' time.

- b) The four (4) call-out hours shall be paid based on the pay rate status each employee is in at the time the call-out commences, unless the actual work required by the call spans two work days.
- c) If the actual work spans two work days, the actual hours worked in the first work day shall be paid at the pay rate status the employee is in at that time, and the remaining call-out hours shall be paid at the pay rate status the employee is in at the time when work is performed in the second work day.
- d) The four (4) hour minimum pay benefit in this section does not apply:
 - i) To a call-out that is two (2) hours or less prior to the start of the employees' regular work day or shift if the employees continue to work until the beginning of that work day or shift; or
 - ii) To work required of employees who are held over at the end of their regular work day or shift.
- e) Employees on call-out may be required to perform work other than that for which they were called-out if the work is consistent with their regular duties or is required by an emergency.
- f) The above provisions apply to a Roving Toll

Collector who is called out before or after scheduled hours, and do not apply to hours resulting from on-call status.

4) Compensating Time

- a) Compensating time is, for purposes of this Unit, defined as that time off from work which certain employees described below shall be entitled to take during what would otherwise be work time in that employee's regular work week, without loss of pay.
- b) Such time shall be accumulated and used by such employee as follows:
 - i) Employees in Highway Maintenance, Building Maintenance, Equipment Maintenance, Authority Headquarters, and Engineering, if called upon to perform actual work outside their regularly scheduled work week, the employee shall become entitled to one and one-half (1½) hours of compensating time for the number of hours so worked.
 - ii) These employees shall be permitted to earn a maximum of forty (40) hours per calendar year.
 - iii) The employees set forth above may elect compensating time instead of overtime pay

by submitting a request in writing to their immediate supervisor by Friday noon of each payroll week, up to the maximum calendar year limit.

- c) Compensating time may be taken at such time or times as mutually agreed to by the employee and the employer.
- d) All compensating time not taken by the last payroll period of any calendar year will be paid to the employee in lieu of such compensating time.
- e) All earned compensating time shall be recorded on the employee's weekly time sheet in which such time has been earned.
- f) Upon request, employees shall be entitled to receive a record of their accrued compensating time.

5) General Salary

For employees with pay rates not redlined per Section 8b of this Article:

- a) Effective December 25, 2016, the basic wage or salary of each employee covered by this agreement shall be increased by three percent (3%) per hour.

- b) Effective December 24, 2017, the basic wage or salary of each employee covered by this agreement shall be increased by two and one half percent (2.5%) per hour.
 - c) Effective December 23, 2018, the basic wage or salary of each employee covered by this agreement shall be increased by two percent (2%) per hour.
- 6) Holiday Work
- a) An employee performing work on a holiday will be paid one and one half (1½) times the employee's regular hourly pay for each hour of work on such holiday regardless of whether the employee is in overtime or regular status.
 - b) An employee who calls in sick the last scheduled work day before and the next scheduled work day after a holiday shall be paid only the employee's regular rate of pay for each hour of work on such holiday, and will not be entitled to holiday pay.
 - c) An employee called out to perform work on a holiday shall earn a minimum of four (4) hours of time which, together with time actually worked in excess of four (4) hours on such holiday shall be paid one and one half (1½) times the employee's regular hourly pay for each hour of work on such holiday regardless of whether the employee is in

overtime or regular status.

- d) The foregoing compensation shall be in addition to regular holiday pay.

7) Licenses

- a) The Authority shall reimburse employees for the cost of the following, required licenses:

- i) Oil/Gas Burner's license

- ii) Electrician's license

- iii) State of Maine vehicle inspection license and other classes where a specific license is required.

- b) Such payments will be made by payroll reimbursement following submission of receipts by the employee and approval by their department head.

8) Longevity

- a) Upon December 25, 2016, employees shall be eligible for the following longevity benefit:

- i) Employees with ten (10) up to fifteen (15) years of continuous Authority service shall receive longevity pay of (\$.75) per hour to

their base hourly rate of pay.

- ii) Employees with fifteen (15) up to twenty (20) years of continuous service with the Authority shall receive an additional longevity pay of seventy-five cents (\$.75) per hour, totaling one dollar and fifty cents (\$1.50) per hour to their base hourly rate of pay.
 - iii) Employees with twenty (20) up to twenty-five (25) years of continuous service with the Authority shall receive an additional fifty cents (\$.50) per hour, totaling two dollars (\$2.00) per hour to their base hourly rate of pay.
 - iv) Employees with twenty-five (25) up to thirty (30) years of continuous service with the Authority shall receive an additional fifty cents (\$.50) per hour, totaling two dollars and fifty cents (\$2.50) per hour to their base hourly rate of pay.
 - v) Employees with thirty (30) or more years of continuous service with the Authority shall receive an additional fifty cents (\$.50) per hour, totaling three dollars (\$3.00) per hour to their base hourly rate of pay.
- b) Employees whose total pay rate prior to the effective date of this Agreement exceeds the total

pay rate derived from the longevity benefit defined in this Article shall have their total pay rate frozen:

- i) Frozen includes all increases to a base pay rate including steps, cost of living adjustments, and longevities.
- ii) Affected employees shall have their pay rates frozen until their pay rate derived from the longevity benefit defined in this Article meets or exceeds their pay rate prior to implementation of the longevity benefit defined in this Article.

9) Overtime

- a) All employees shall be paid at the rate of one and one half (1½) times their hourly rate of pay for time worked in excess of forty (40) hours in any week.
- b) For purposes of this Agreement, the work week shall be deemed to commence at 12:01 AM Sunday and to terminate at 12:00 AM of the following Sunday.
- c) All employees whose regularly scheduled workday is up to eight (8) hours shall be paid at the rate of one and one half (1½) times their hourly rate of pay for time worked in excess of eight (8) hours in any one work day.

- d) All employees whose regularly scheduled workday is ten (10) hours shall be paid at the rate of one and one half (1½) times their hourly rate of pay for time worked in excess of ten (10) hours in any one work day.
- e) The computation to determine overtime payments is to be based solely on time actually worked, except for any time not actually worked as a result of the four (4) hour call-out as provided in Section 3 of this Article.

10) Salary Schedule

- a) The rates of compensation set forth in the Authority's Salary and Wage Plan currently in effect shall be provided upon request.
- b) The computation to determine overtime payments is to be based solely on time actually worked, except for any time not actually worked as a result of the four (4) hour call-out as provided in Section 3 of this Article.

11) Shift Differentials

- a) For purposes of this Section, a shift employee is defined as any employee working in a classification within Fare Collection or Communications, which have twenty-four (24) hour continuous operations.

- i) A shift employee working any hours between 4:00 PM and 12:00 midnight shall be paid a differential of seventy-five cents (\$.75) per hour in addition to their base hourly rate.
 - ii) A shift employee working any hours between 12:00 midnight and 8:00 AM shall be paid a differential of one dollar (\$1.00) per hour in addition to their base hourly rate.
- b) Maintenance employees as defined in Article 19 of this Agreement shall be eligible for the following differential pay:
- i) Maintenance employees who work regularly scheduled hours between 6:00 PM and 12:00 midnight shall be paid a differential of seventy-five cents (\$.75) per hour in addition to their base hourly rate.
 - ii) Maintenance employees who work regularly scheduled hours between 12:00 midnight and 6:00 AM shall be paid a differential of one dollar (\$1.00) per hour in addition to their base hourly rate.
 - iii) Shift differential for maintenance employees shall only be paid for regularly scheduled hours worked.

12) Unused Sick Leave

- a) The Authority will compensate employees for the surrender of certain unused sick leave;
- b) Such surrender shall be at the employee's request, under the following conditions:
 - i) The employee must have at least ninety-six (96) hours of unused sick leave accrued as of November 30, after which date the employee may surrender any unused sick hours in excess of ninety-six (96);
 - ii) In no instance may the employee surrender more hours of unused sick leave than the amount of such hours earned but not taken during the preceding twelve (12) months; and
 - iii) The Authority shall compensate the employee with a payment equal to one hundred percent (100%) of the employee's regular, hourly wage for those hours surrendered, which payment shall be made by December 15.

13) Unused Vacation Leave

- a) An employee may surrender unused vacation hours and receive regular hourly wages for those hours surrendered.

- b) These hours shall not count as hours worked for the purpose of computing overtime from any pay period in which they are surrendered.

ARTICLE 5: COMPLAINTS AND INVESTIGATIONS

- 1) This Article applies to complaints or allegations made externally and not from internal sources.
- 2) A department head shall be responsible for insuring 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.
 - a) The investigator shall be the department head or his/her designee; and
 - b) Shall be allowed to interview the complainant and any other witnesses prior to notifying the employee.
- 3) After preliminary investigation, which may include an informal discussion with the affected employee, the investigation will terminate if no probable cause is found.
- 4) When an investigator believes that probable cause has been established, the investigator shall inform the affected employee of the investigation.

- a) When the employee under investigation is to be interviewed concerning alleged conduct which could result in disciplinary action, the employee shall be notified at least forty-eight (48) hours prior to the interview.
 - b) In the event of an emergency, such reasonable notice as the circumstances permit shall be given.
- 5) If an employee is to be interviewed only as a witness regarding an external complaint against another employee, that employee shall be so advised in advance.
- 6) Prior to being interviewed pursuant to this Article, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an MSEA representative who may participate in the interview.
- 7) Any interview of an employee shall be conducted at a reasonable time and at a suitable location as determined by the Authority.
- a) Confidentiality of the interview shall be maintained.
 - b) The interview shall be limited to questions which relate to the allegations of the complaint as they relate to job performance.

- c) None of the persons participating in the interview shall be subjected to any offensive language directed at the other party during the interview.
- 8) The employee shall be informed in writing promptly, but no later than five (5) work days after the investigation is completed of any determination made, except when the matter has been terminated under Paragraph 3.
- 9) If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the employee's personnel file.
- 10) Nothing in this Article shall be construed to affect the right of the Authority to immediately suspend or dismiss an employee pursuant to the provisions of the Discipline Article.
- 11) Employees subjected to an investigation, in accordance with this Article, shall be granted administrative duty for any time spent away from their regular duties solely as a result of participating in the investigation process.

ARTICLE 6: CONTRACT ADMINISTRATION

- 1) The Authority and MSEA acknowledge that problems may arise during the administration of this Agreement which may require them to meet from time to time for

the purpose of reviewing the administration of the Agreement.

- 2) The Authority and MSEA agree to meet within a reasonable time at the request of either party.
 - a) Unless a problem is of an emergency nature, the party requesting a meeting will submit a written agenda five (5) work days in advance of any such meeting.
 - b) Discussions at the meetings are to be confined to the items contained in the agenda.
- 3) The Authority and MSEA shall meet not more than four (4) times annually pursuant to the terms of this Article, unless other meetings are agreed to by both parties.
- 4) Administrative leave shall not be available to members of this unit for attendance at said meetings, unless agreed to by the Authority except as provided below.
- 5) Administrative leave will be granted to an appropriate steward to be selected by MSEA provided payment or administrative leave is agreed to by the Authority.
- 6) In the event that the Authority and MSEA are unable to resolve through such meeting any dispute involving the terms of this agreement, the dispute shall be referred to the appropriate step of the grievance procedure.

ARTICLE 7: COPIES OF AGREEMENT

- 1) The Authority shall cause this Agreement to be printed and shall furnish sufficient numbers of copies to MSEA not to exceed five hundred (500) for distribution to employees as soon as practicable following the execution of this Agreement.
- 2) Each employee shall receive a current contract copy upon the completion of the employee's probationary period.
- 3) All current employees shall receive from MSEA a new copy of a signed agreement within thirty (30) calendar days following the completion of printing.

ARTICLE 8: DISCIPLINE

- 1) The Authority shall not discipline, suspend without pay or discharge any unit member without just cause.
- 2) Just cause will include, but not be limited to the following:
 - a) Sexual harassment;
 - b) Being under the influence of or using intoxicants, mind altering or otherwise illegal drugs while on duty;

- c) Sale of intoxicants, mind altering or otherwise illegal drugs on Authority premises;
 - d) Dishonesty in any dealings with or for the Authority;
 - e) Brandishing weapons on duty or on Authority property;
 - f) Recklessness in the operation of any equipment; and/or
 - g) Failure to report for work or call in for three (3) consecutive work days.
- 3) An employee who is discharged or suspended shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the employee's last known address according to Authority records, of the discharge or suspension and the reasons therefor.
- 4) Oral and written reprimands shall be issued promptly to the affected employee with the reasons therefor and documented in the employee's personnel file.
- a) Oral and written reprimands shall be delivered in person if reasonably possible.
 - b) If oral or written discipline is not delivered in person, the Authority will deliver the reprimand by

certified mail, return receipt requested, to the employee's last known address.

- 5) Prompt notice of the termination, suspension, written, or oral reprimand of any employee shall be copied to MSEA.
- 6) An employee or authorized MSEA representative shall, within three (3) work days after receipt of a notice of suspension or discharge, or on the next available date by mutual agreement, be entitled to meet with an appropriate representative of the Authority in an attempt to settle the dispute.
 - a) MSEA will be notified in advance of any such meeting and the employee shall, if chosen, be entitled to representation by MSEA.
 - b) If as a result of such effort, the dispute is not resolved the employee may be disciplined in accordance with the notice.
- 7) An employee may be placed on administrative leave in order to conduct an investigation which may result in termination, suspension without pay, or discipline.
 - a) The employee may be represented by an MSEA representative.
 - b) Said MSEA representative shall receive copies of any correspondence to the employee regarding

the investigation.

- 8) The Authority agrees that it will follow the principles of progressive discipline for minor offenses prior to effecting a discharge or suspension without pay of an employee.
- 9) For purposes of this Article, progressive discipline will be defined as:
 - a) Oral warning
 - b) Written reprimand
 - c) Suspension without pay
 - d) Discharge
- 10) The Authority and MSEA recognize the importance of the Authority's Workplace Harmony and Respect Policy, and that violations of same are subject to discipline, which discipline may be subject to the grievance procedure of this Agreement.

ARTICLE 9: EMBODIMENT OF THE AGREEMENT

- 1) The Authority and MSEA acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- 2) Therefore, the Authority and MSEA, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 10: EMPLOYEE ASSISTANCE PROGRAM

- 1) The Authority shall provide a comprehensive Employee Assistance Program (EAP) to provide confidential assessment and referral services for employees.
- 2) Services provided directly by the EAP shall be at no cost.

ARTICLE 11: EMPLOYEE DEVELOPMENT AND TRAINING

- 1) The Authority and MSEA agree that the training and development of employees is of great value to the Authority and the employees.

- 2) Accordingly, the Authority, in its discretion, may grant employees paid time off during working hours to participate in training or development programs which are directly related to their work and which will help to improve their skills.
- 3) Suggestions by MSEA relating to employee development and training may be considered by the Authority in developing programs under the provisions of this Article.
- 4) The following employees shall be reimbursed by the Authority for tuition paid for advanced courses in their field taken while in the employ of the Authority provided that prior approval to take such course shall have been obtained from the Authority and provided that the employee shall have met the requirements of the agency offering the course for satisfactory completion thereof:
 - a) Printing Room Coordinator
 - b) Engineering Technician I and II
 - c) Engineering Aide III
 - d) Engineering/Right of Way Assistant I and II
 - e) Automotive Mechanic II and III
 - f) Electrician II

- g) Oil/Gas Burner Technician
 - h) Carpenter II
 - i) Deposit/Audit Clerk
 - j) Toll System Maintenance Technician
- 5) Cross Training Program
- a) When the Authority anticipates a vacancy/vacancies in a department, a training program specific to the anticipated vacancy(ies) may be established by management if there are no qualified internal candidates.
 - b) The Authority will not conduct a cross-training program if there are existing qualified internal candidates.
 - c) A pool of trainees will be established, and bidders into this pool will be selected from within the Authority according to this agreement on filling vacancies.
 - i) Qualifications for the training program shall be determined by the Authority and shall be consistent with the anticipated vacancy(ies.)
 - ii) Qualifications for the training program may reflect lower minimum requirements of the

target position(s) except for physical demands, with the intent of raising the trainees to minimum requirements of the target position.

- d) The Authority will post placement into the specific training program, and select up to five (5) bidders to participate.
 - i) Successful bidders into the program shall be employees qualified for the program.
 - ii) If an employee is successful in bidding into the training program, that employee shall have ninety (90) work days within which to qualify for the target position.
 - iii) In the event the employee is determined not to be qualified for the target position, with such determination made solely by the Authority:
 - (1) The employee shall be removed from the training program and returned to the employee's regular position;
 - (2) The reasons for disqualification from the training program shall be provided to the employee in writing;
 - (3) The employee removed shall no longer

be eligible for that respective anticipated vacancy(ies) but remains eligible to bid for any future programs; and

(4) The Authority may offer that training vacancy to the next qualified program bidder.

iv) Should an employee wish to voluntarily withdraw from the training program, that employee shall be returned to the employee's regular position:

(1) The vacancy created in the training program may be offered by the Authority to the next qualified program bidder.

(2) The employee who withdraws from the training program will not be eligible for that respective anticipated vacancy(ies) but remains eligible to bid for any future programs.

e) Successful bidders will train in temporary assignments intermittently and as equally as possible until a permanent vacancy is available.

f) The Authority shall provide to the participating employees within each training pool a report of

training hours per employee every thirty (30) calendar days.

- g) The Authority shall select from the training pool to fill the permanent vacancy according to the selection process as described in Article 39 Vacancies.
 - h) Should more than one vacancy be anticipated in one position classification, the Authority may increase the size of the training pool by one additional participant per anticipated vacancy and/or choose from that pool to fill the vacancies.
- 6) Nothing in these provisions shall be construed as requiring the Authority to create a training program for all vacancies, nor to fill any vacancies which may occur.

ARTICLE 12: GRIEVANCE PROCEDURE

MSEA and the Authority agree they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement; however, in the event such a complaint arises between the Authority and MSEA which cannot be settled informally, a grievance procedure is described herein.

1) Step 1: Informal Procedure

- a) A complaint may be presented informally to the immediate supervisor or departmental supervisor in the attempt to resolve the decision or action that is being contested.
- b) The informal procedure must be utilized within ten (10) work days after the employee becomes aware of the act, occurrence or omission which gives rise to the complaint.
- c) In an effort to resolve the complaint, the immediate supervisor or departmental supervisor shall be responsible for taking such steps as are advisable, including consultation with superiors with authority to resolve the complaint.
- d) The immediate supervisor or departmental supervisor shall respond within ten (10) work days of receipt of the complaint.
- e) If the complaint is not satisfactorily resolved through the informal procedure, the complaint must be submitted on a grievance form and shall proceed to Step 2 of the formal grievance procedure.

2) Step 2: Formal Procedure

- a) Within ten (10) work days of receipt of the

response at Step 1, the employee and/or his/her representative shall present the grievance in writing to the department head.

- b) The grievance form submitted must expressly specify:
 - i) Identification of the alleged violation of the contract or written regulation specifying the:
 - (1) Article;
 - (2) Section; and
 - (3) Clause;
 - ii) Remedial action requested; and
 - iii) Any supporting documentation relevant to the grievance.
- c) The department head shall provide the employee and/or employee representative with the decision within ten (10) work days of receipt of the grievance, which time may include an informal meeting as may be requested by either party.
- d) If not satisfactorily resolved at Step 2, the grievance may progress to Step 3 of the formal grievance procedure.

3) Step 3: Formal Procedure

- a) Within ten (10) work days of receipt of the response at Step 2, and if the employee is not satisfied with the response, the employee and/or employee representative shall forward the grievance form to the Director of Human Resources.

- b) The grievance form submitted must expressly specify:
 - i) Why prior resolution attempts are not satisfactory;

 - ii) Identification of the alleged violation of the contract or written regulation specifying the:
 - (1) Article;

 - (2) Section; and

 - (3) Clause;

 - iii) Remedial action requested; and

 - iv) Any supporting documentation relevant to the grievance.

- c) The Director of Human Resources shall meet, upon request, with the employee and/or employee

representative and shall provide the employee and/or employee representative with a written decision within fifteen (15) work days of receipt of the grievance or the date of the meeting, whichever is later.

- d) If not satisfactorily resolved at Step 3, the grievance may progress to Step 4 of the formal grievance procedure.

4) Step 4: Formal Procedure

- a) In the event the grievance is not satisfactorily resolved at Step 3 above, then no later than twenty (20) work days following the Authority's written decision of the grievance at Step 3, MSEA or the Authority, except in instances of a discharge, may submit the grievance to mediation.
- b) The filing party shall provide a written mediation request to the opposing party including:
 - i) Why prior resolution attempts are not satisfactory;
 - ii) Identification of the alleged violation of the contract or written regulation specifying the:
 - (1) Article
 - (2) Section; and

(3) Clause;

iii) Remedial action requested;

iv) Any supporting documentation relevant to the grievance.

c) MSEA-SEIU and Authority shall jointly select a mediator.

d) In the event the parties cannot agree to a mediator within ten (10) work days of the receipt of the mediation request by either party, MSEA-SEIU may forward the grievance to arbitration.

e) Mediation will be conducted in accordance with the Ground Rules in Appendix B.

f) In the event mediation does not resolve the grievance, the presiding mediator may not subsequently hear the matter as an umpire in Step 5 arbitration.

5) Step 5: Formal Procedure

a) If the grievance has not been satisfactorily resolved at Step 3 or 4, then MSEA-SEIU may submit a request for arbitration to the Authority's Director of Human Resources or his/her designee.

b) The request shall include:

- i) Why prior resolution attempts are not satisfactory;
 - ii) Identification of the alleged violation of the contract or written regulation specifying the:
 - (1) Article;
 - (2) Section; and
 - (3) Clause;
 - iii) Remedial action requested; and
 - iv) Any supporting documentation relevant to the grievance.
 - c) Such submission shall occur within twenty (20) work days of the date MSEA receives the Step 3 decision from the Director of Human Resources or from the date of the Step 4 mediation decision, whichever is later.
- 6) Arbitration Guidelines
- a) The parties shall mutually agree upon an arbitrator within ten (10) work days from the date the request for arbitration is received by the Director of Human Resources.
 - i) In the event the parties cannot agree to an

arbitrator within ten (10) work days from the date the request for arbitration is received by the Director of Human Resources, the arbitrator shall be selected through the American Arbitration Association (AAA) in accordance with AAA rules then in effect.

- ii) The request for arbitration along with a request for a list of arbitrators must be received by AAA within twenty (20) work days 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.
 - (1) If such request is not received by AAA by the expiration of the twenty (20) work days but is received within forty (40) work days, MSEA shall pay the entire AAA administration fee.
 - (2) If a request has not been received by AAA within forty (40) work days 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.
- iii) The arbitrator shall arbitrate in accordance with the procedures of the American Arbitration Association.

- iv) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties.
 - v) The arbitrator shall be requested to issue a written decision within twenty (20) work days after the completion of the proceedings.
 - vi) 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.
 - vii) Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.
 - viii) The decision of the arbitrator on any issue submitted under this procedure and involving the meaning or application of the specific terms of this Agreement shall be final and binding.
- b) The Authority or MSEA shall have, if requested, at least twenty (20) work days from the date of the demand for arbitration is received by the Director of Human Resources to prepare its case.
 - c) Except for as otherwise defined in this Article, the Authority and MSEA shall bear equally:

- i) The cost and expenses including fees of the arbitrator,
 - ii) Costs of rental or occupancy of the place of arbitration,
 - iii) Costs of the reporter and an original transcript of the hearing, if requested by the arbitrator.
- d) Any other expenses shall be borne by the party incurring the same.
- e) The arbitrator shall have no authority to add to, subtract from or modify the collective bargaining agreement.

7) General Provisions

- a) MSEA shall have the exclusive right to represent employees in any grievance.
- b) When an employee elects to present a grievance at Step 1 and 2 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 steps.
- c) No resolution of a grievance shall be inconsistent with the provisions of the Agreement.

- d) Any grievance involving two or more employees within the same work division may be initiated with the most common supervisor and processed jointly.
- e) The Authority representatives and MSEA may mutually agree when circumstances warrant, to bypass steps of the grievance procedure, and such agreement shall, in order to be effective, be confirmed in writing.
- f) The Authority representatives and MSEA may mutually agree to extend any of the time limits prescribed herein, and such extensions shall, in order to be effective, be confirmed in writing.
- g) The employee and/or employee representative shall have the right to inspect and to obtain copies of any books, records, and non-privileged documents relevant to the grievance.
- h) Nothing in this Article shall diminish the right to any employees covered hereunder to present their own grievance, set forth in Title 26, M.R.S.A., Section 967(2).
- i) In no event can a grievance be taken to the next step or any succeeding step of this procedure unless the employee and/or employee representative meet the time limits or extensions thereof.

- j) Failure of the Authority and its representative 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.

- k) An aggrieved employee, and any employee witnesses as may be reasonable shall be granted administrative leave when processing grievances during scheduled working hours:
 - i) When such activities extend beyond such employee's or witnesses' scheduled working hours, such time shall not be considered as administrative duty.

 - ii) The aggrieved employee's representative shall be granted administrative duty consistent with Article 2 Association Rights, Section 3 Stewards, of this Agreement.

- l) The above release time shall not be construed to include preparation of paper work, record keeping, conferences among MSEA officials or preparation for representation at a grievance hearing.

ARTICLE 13: GROUP LIFE INSURANCE

- 1) The Authority shall provide, at its expense, group life

insurance equal to:

- a) The employee's gross salary rounded up to the next highest \$1,000; and
 - b) A supplemental plan that doubles the employee's basic benefit as identified above.
- 2) The Authority shall provide, at its expense, dependent life insurance equal to:
- a) Spousal: \$5,000; and
 - b) Full-time, unmarried student to age 22: \$5,000; and
 - c) Children, 6 months to age 19: \$5,000; and
 - d) Children, 0 to 6 months: \$1,000.
- 3) The Authority shall provide at the employee's expense, access to additional life insurance that:
- a) Triples the employee's basic salary as identified above; or
 - b) Quadruples the employee's basic salary as identified above; and/or
 - c) Doubles the spousal benefit to \$10,000; and/or

- d) Increases the 0-6 month child benefit to \$2,500.

ARTICLE 14: HEALTH AND SAFETY

- 1) The Authority 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.
- 2) MSEA agrees to support any programs required to meet the health and safety needs of employees.
- 3) The jointly sponsored Labor/Management Health and Safety Committee shall continue in a form that is mutually agreed to by the Authority and MSEA.
- 4) Management and labor shall appoint their respective members to the Committee.
- 5) The Authority and MSEA shall maintain a jointly sponsored Health and Safety Action Committee (HSAC) to include one member each from Fare Collection, Highway Maintenance, Equipment Maintenance, Building Maintenance and the headquarters location.
- 6) The primary function of the HSAC shall be:
 - a) Review and analyze current and long term injury and incident data.

- b) Assist the Safety Coordinator in the development of plans to address identified problem areas.
 - c) Review safety alerts.
 - d) Assist the Safety Coordinator with any proposed changes to existing safety policies and procedures, if requested.
 - e) Receive and disseminate safety information from and to facility safety point persons.
- 7) Meetings
- a) Meetings shall be held quarterly, and shall be scheduled through the Safety Coordinator.
 - b) The committee may meet more frequently, if MSEA and the Safety Coordinator determine it to be necessary.
- 8) Functions of HSAC Committee Members
- a) Participate in scheduled meetings.
 - b) Review recent injury data, as well as long-term trends to establish focus points for further investigation.
 - c) Share individual unit assignment data and review inspection data and safety alerts, when applicable.

- d) Assist the Safety Coordinator, if requested, to conduct job safety analyses.
 - i) Make recommendations to management through the Safety Coordinator to processes.
 - ii) Recommend equipment or training needs if applicable.
 - iii) Travel to job sites with management approval, which shall not be unreasonably denied.
- e) Participate in facility safety inspections conducted by the Safety Coordinator and a management representative.
 - i) Travel to other facilities within the applicable unit may be requested.
 - ii) Scheduling and availability is subject to management approval and shall not be unreasonably denied.
- 9) The Authority shall grant administrative duty, when applicable, to enable employees who have been appointed to the Committee to attend its regular meetings.
 - a) Requests for administrative duty under this provision shall be made in advance and shall not

be unreasonably denied.

- b) Where practical, such requests shall be made at least five (5) work days in advance.

ARTICLE 15: HEALTH INSURANCE

- 1) The Authority shall pay the full premium for single employee health insurance coverage.
- 2) Effective November 27, 2016, the Authority shall provide the following for dependent health insurance coverage:
 - a) Full-time employees and Roving Toll Collectors (RTCs) will contribute thirty percent (30%) of the difference between the total insurance premium for health insurance coverage for the full-time employee or RTC and his/her dependents and the premium for employee-only coverage, if the full-time employee or RTC enrolls his/her dependents in the health insurance program, and the Authority shall pay the remaining balance.
 - b) For all permanent part-time employees, the Authority shall pay only a prorated portion of its share of the premiums it pays for full-time employees as described above, based upon the average number of hours actually worked by that permanent part-time employee, calculated and

prorated as follows:

- i) Average number of hours will be calculated as of January 1 and July 1, based on the preceding six months.
 - ii) Proration for new employees will be based on scheduled hours until recalculation at the earlier of January 1st or July 1st.
- 3) The Authority shall provide dental coverage for all employees, and the Authority shall pay the full premium for this coverage for the employee only.
- 4) Any member of the bargaining unit who has dependents eligible for health insurance coverage may elect to waive dependent coverage in the Authority's health insurance plan either annually during open enrollment or upon a qualifying family status change.
- 5) Any employee waiving such dependent coverage for which his/her dependents would otherwise be eligible shall be paid according to the following conditions:
- a) Any employee with dependents eligible for coverage who elects to waive health insurance coverage for all or some eligible dependents, shall receive an annual payment equal to the amount of three (3) months of the difference between the health insurance premiums paid by the Authority for such coverage and the amount paid by the

Authority for the lesser coverage elected by the employee.

- b) This annual amount will be paid to the employee in two (2) semi-annual installments on or about January 1st and July 1st.
- c) Before being eligible to receive such payment, the employee must annually furnish satisfactory written documentation to the Authority that such dependents are in fact covered under another health insurance plan.
- d) The payments in lieu of health insurance shall be based on the semi-annual installments in effect the month the premiums are paid.
- e) If the employee wishes his/her dependents to be reinstated on the health insurance policy or change his or her coverage for eligible dependents, he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
- f) In order to receive payment for waiving health insurance coverage for eligible dependents or to have eligible dependents reinstated on the health insurance plan, the employee must submit written notice to the Director of Human Resources.
- g) Discontinuance of health insurance or

reinstatement of coverage for eligible dependents will be effective the first day of the month following the month in which written notice has been received, provided that the employee meets all conditions which may be imposed by the health insurance carrier.

- h) If an employee's eligible dependents are reinstated or covered for the first time after the employee has received payment for waiving health insurance coverage, the employee shall repay the Authority the balance of any overpayment.

ARTICLE 16: LAYOFFS

- 1) In the event of a contraction of the work force covered by this Agreement, employees shall be laid off in order of inverse seniority within their work division as defined in Article 31 Seniority, Section 2.
- 2) In lieu of layoff, the affected employee may exercise the following bumping rights:
 - a) Displace the least senior employee in his/her present classification.
 - b) If the option to displace the least senior employee as described above does not exist, the employee may then displace the least senior employee in any previously held equivalent or lesser classified

position in inverse order of when said position(s) were held, if he/she is qualified for that position as determined by the Authority.

- 3) Any employee displaced by a Supervisory Unit employee exercising bumping rights or displaced pursuant to the preceding provisions shall have displacement rights described in Section 2 of this Article.
- 4) An employee subject to layoff shall be notified in writing at least ten (10) work days prior to the effective date of the layoff.
- 5) Upon receipt of a layoff notice, the employee shall have five (5) work days to notify the Authority of his/her decision to exercise his/her displacement rights.
- 6) In the event of layoff, the employee so laid off shall be entitled to recall by the Authority on the basis of seniority among laid off employees in the same work division for a period of four (4) years.
 - a) Such recall shall be subject to:
 - i) The employee is qualified for and meets all requirements of the position as determined by the Authority; and
 - ii) A pre-employment physical examination at the Authority's expense by a physician

designated by the Authority is successfully completed.

- b) The right to recall shall be forfeited in the event that the affected employee fails to report for work within seven (7) calendar days of mailing of written notice of recall by the Authority to his/her last mailing address left with the Authority.

ARTICLE 17: LEAVE WITH/WITHOUT PAY

1) Bereavement Leave

- a) Each employee covered by this Agreement shall be allowed up to:
 - i) Forty (40) hours of leave with pay for the death of the employee's spouse, significant other as defined in Section 8 of this Article, children, parents, stepparents, and stepchildren.
 - ii) Twenty-four (24) hours of leave with pay for the death of the employee's brothers, stepbrothers, sisters, stepsisters, guardian, grandparents, grandchildren, wards, parents of the spouse, grandparents of the spouse, brothers and sisters of the spouse, and spouses of the brother or sister.

- b) In addition to the above, eight (8) hours of leave with pay shall be allowed for the death of the employee's aunt, uncle, niece, or nephew.
 - c) In addition to the foregoing, up to twenty-four (24) hours of sick leave may be used for travel or funeral arrangements.
- 2) Court Leave
- a) Court leave is authorized absence from official duty, without charge to annual leave or loss of compensation, to perform jury duty.
 - b) An employee called for jury duty during a regular scheduled work week will report these jury earnings and make same amount payable to the Authority.
 - c) If an employee is serving on a jury at a time the employee would not otherwise receive pay from the Authority, it is not necessary to report such earnings.
- 3) Extended Medical Leave
- a) An extension of unpaid medical leave beyond the limits of state or federal FML may be granted at the discretion of the Authority.
 - b) Such approval shall not be unreasonably denied.

- c) In the event a discretionary medical leave is granted, and the employee has been unable to work for a total of six months, the employee shall be non-disciplinarily terminated from the Authority.
 - i) Such termination shall not be considered disciplinary in any way.
 - ii) If within one year after such termination the employee becomes capable of performing the required job duties of that previously held position, the employee may return to that position if it is vacant.
 - iii) If the position the employee previously held is not vacant or no longer exists, the employee shall be entitled placement into a vacant position, or in the next available position if no such vacancy exists, in the same classification within the department or division and for which the employee is qualified.
 - iv) In the event that any employee who has been terminated pursuant to this Article regains a work capacity and returns to work, that employee shall not lose the benefit of any prior years of service immediately preceding termination, for purposes of seniority, vacation accrual rate, and restoration of sick

leave credits.

- d) The Authority shall pay up to three monthly premiums for insurance provided by this contract for the employee and his/her dependents while the employee is on such discretionary extended medical leave.

4) Family and Medical Leave

- a) Employees are encouraged to consult with Human Resources to determine if they are eligible for benefits available under either the Federal Family Medical Leave Act or the Maine Family Medical Leave Act.
- b) Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will continue through the Authority for the duration of the leave.
 - i) The employee is responsible for his/her normal contribution toward his/her health insurance, and must forward that contribution to the Authority on a monthly basis.
 - ii) Paid time off or vacation, sick, and holiday benefits will continue to accumulate during the approved leave period only if the employee is on a paid leave.

5) Holidays

- a) The schedule of paid holidays shall be:
 - i) New Year's Day
 - ii) Martin Luther King, Jr. Day
 - iii) Presidents' Day
 - iv) Patriot's Day
 - v) Memorial Day
 - vi) Independence Day
 - vii) Labor Day
 - viii) Columbus Day
 - ix) Veteran's Day
 - x) Thanksgiving Day
 - xi) Friday following Thanksgiving Day
 - xii) Christmas Day

- b) Any holiday falling on a Saturday will be observed on the preceding Friday and any holiday falling on a Sunday will be observed on the following

Monday, except for Christmas Day for shift employees and maintenance employees subject to call out.

- i) For shift employees and maintenance employees subject to call out, solely for the purpose of determining the day for which time worked shall be compensated at holiday rates, Christmas Day shall be observed on the calendar day on which it falls.
 - ii) For purposes of holiday leave with pay, Christmas Day falling on Saturday or Sunday will be observed on the appropriate Friday or Monday.
- c) To be eligible for holiday pay:
- i) An employee must be in payroll status on the date of the holiday.
 - ii) Payroll status is defined to mean:
 - (1) That the particular employee shall, either be actively employed with the Authority on the entire last regularly scheduled shifts prior to and after the occurrence of the holiday; or
 - (2) The employee is exhausting accrued leave time for all the hours of the

regularly scheduled shifts prior to and after the occurrence of the holiday.

- aa) For purposes of this Article, it is the intent that the employee's total sick leave entitlement shall be exhausted on a consecutive work day basis without interruption.
- bb) Each day shall exhaust eight (8) hours or the total number of hours comprising the employee's regularly scheduled work day of accumulated sick leave time for the purposes of calculating this provision.
- cc) It is understood that an employee may, upon the exhaustion of accumulated sick leave, attach accumulated vacation time thereto on a consecutive daily basis.
- dd) While and if such vacation time is by mutual agreement, so attached, said employee shall continue to be deemed to be in payroll status until the exhaustion of said vacation time, consistent with the provisions above.

6) Leave of Absence: Non-Medical

- a) An employee may, for non-medical reasons, be granted a leave of absence without pay at the discretion of the Authority, during which leave the employee shall not continue to accrue seniority under Article 30 after thirty (30) consecutive calendar days of the leave.
- b) In granting or denying a leave of absence without pay, the Authority shall not abuse discretion.
- c) The Authority shall pay only the first monthly premiums for insurance provided by this contract for the employee and his/her dependents while the employee is on such leave, after which time, the employee will be responsible for such payments.

7) Reserve Service Leave

- a) Reserve Service Leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable Federal and/or State Law.
- b) The employee using reserve service leave shall furnish the respective department head with a copy of official orders.

8) Sick Leave

- a) Sick leave credits shall be earned and accumulated at the rate of eight (8) hours per calendar month of service.
- b) Sick leave credit shall be earned and may be used from the employee's date of employment as a member of the bargaining unit.
 - i) Permanent full time and Roving Toll Collector employees shall be deemed to have earned eight (8) hours of sick leave per calendar month if a minimum of ten (10) work days have been actually worked in that month.
 - ii) Permanent part-time employees shall earn sick leave on a pro-rated scale based on the number of hours actually worked in that month, not to exceed forty (40) hours in any one week.
 - iii) 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 sick leave credits.
- c) An employee shall not be entitled to the use of sick leave benefits credited to the employee while absent from work because of sickness unless the

employee shall have returned to regular employment and performed actual work after the absence from which such sick leave credits were accumulated.

- d) Sick leave may be used for illness, necessary medical or dental care, or other disability of the employee or a member of the employee's immediate family which requires the attention or presence of the employee.
 - i) 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.
 - ii) For the purposes of this Article, "significant other" means:
 - (1) 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.
 - (2) This relationship must have existed for

at least two (2) continuous years before benefits under this Article may be provided.

- e) An employee absent under sick leave must report the fact to the immediate supervisor (or worksite if supervisor is not present at the worksite) as soon as possible, together with the reason for the absence.
 - i) Shift employees who are absent under sick leave for shifts that are scheduled to begin between Friday at 4:00 PM and Monday at 12:00 midnight must report the fact to the Fare Collection Superintendent, Toll Plaza Supervisor, or the Director of Highway Safety or designee, as appropriate.
 - ii) If direct contact is not achieved within thirty (30) minutes of the employee's call, the employee may also report the upcoming absence to the worksite.
- f) Sick leave will be exhausted up to the rate equal to the total number of hours comprising the employee's regularly scheduled work day.
- g) An employee who is absent from or leaves work because of illness, without available sick leave, shall not be compensated, except that an employee so absent from work because of illness

and without available sick leave may request the use of available vacation leave if such request is made in writing to the Director of Human Resources and such request is with good cause.

- i) Approval of such request shall not be unreasonably denied.
- ii) Such request must be made as soon as practical.
- h) The Authority shall credit, at retirement from service, accumulated sick leave (and possibly accumulated vacation leave) not to exceed seven hundred twenty (720) hours in computing service time for retirement purposes.
- i) An employee retiring or separating from service with the Authority shall be paid for all accumulated sick leave.
- j) The use of sick leave for purposes other than provided herein is improper.
- k) An employee so abusing sick leave may be subject to disciplinary action in accordance to Article 8 Discipline.
- l) A medical examination or doctor's certificate may be required on account of use of sick leave for three (3) or more consecutive work days or

because of repeated absences before or after scheduled days off.

9) Use of Sick Leave and Vacation

- a) Whenever an employee uses either sick leave or vacation allowance and has actual work time of at least forty (40) hours in the same payroll period, the employee may choose to include:
 - i) Sick leave or vacation on a straight time basis in the total number of hours for which the employee received compensation; or
 - ii) Compensation for the actual work time without the use of vacation or sick leave.
- b) Whenever an employee has accumulated vacation or sick leave credits available, the appropriate number of hours must be taken when either vacation or sick leave is taken during a payroll week.
- c) If an employee has no leave time available, the requested leave is granted at the discretion of the department head in consultation with the Director of Human Resources.

10) Vacation

- a) Vacation leave credits shall be earned and

accumulated at the rate of:

- i) Eight (8) hours per month for employees with less than five (5) years of service;
 - ii) Ten (10) hours per month for employees with five (5) years but less than ten (10) years of service;
 - iii) Twelve (12) hours per month for employees with ten (10) years of service but less than fifteen (15) years of service;
 - iv) Fourteen (14) hours per month for employees with fifteen (15) years of service but less than twenty (20) years of service; and
 - v) Sixteen (16) hours per month for employees with over twenty (20) years of service.
- b) Vacation leave accumulation
- i) Employees with less than fifteen (15) years of service may accumulate three hundred twenty (320) hours of vacation leave credit.
 - ii) Employees with fifteen (15) years or more of service, with the last five (5) years continuous, may accumulate four hundred (400) hours of vacation leave credit.

- iii) Any hours in excess of these limits will be paid out to the employee by the last payroll period of any calendar year.
- c) Permanent full time employees and Roving Toll Collectors shall be deemed to have earned the appropriate vacation leave credit per calendar month if a minimum of ten (10) work days have actually been worked in that month.
- d) Permanent part-time employees shall earn vacation leave credit on a prorated scale based on the number of hours actually worked in that month, not to exceed forty (40) hours in any one week.
- e) 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 credits.
- f) A vacation may be taken at such time or times as mutually agreed to by the employee and the employer.
- g) Requests for vacation time will be submitted to the immediate supervisor and shall not be unreasonably denied.
- h) Use of vacation allowance shall be at a rate of forty (40) hours per week.

- i) Upon request employees shall be paid in advance on their regular pay day prior to the vacation, for any regularly scheduled vacation period which falls within the same budget year.
- j) The Authority shall credit, at retirement from service, accumulated vacation leave (and possibly sick leave) not to exceed two hundred forty (240) hours used in computing average final compensation for retirement purposes.
- k) Accumulated vacation leave credits to the extent accumulated under Section 2b of this Article shall be compensated upon termination of service with the Authority.
- l) Vacation leave credits shall be earned and may be used from the employee's date of employment as a member of the bargaining unit.
- m) Permanent part time employees shall earn vacation leave credits on a pro-rated basis based on the number of hours actually worked in that month, not to exceed forty (40) hours in any one week.

11) Workers' Compensation

- a) In the event an employee is awarded any weekly compensation under the provisions of the Workers' Compensation Act, the employee may

elect to have the difference between the amount of workers' compensation and a regular weekly salary deducted from available leave credits.

- b) The regular weekly salary shall exclude any overtime.

ARTICLE 18: LISTS OF EMPLOYEES

The Authority shall furnish to MSEA not more frequently than every four (4) months, information showing as it appears on the Authority's records the name, address, classification, date of employment and unit designation of all new employees and any current employee for whom such information has changed during the period covered by the report.

ARTICLE 19: MAINTENANCE EMPLOYEES

- 1) For purposes of this provision, maintenance employees shall include employees in the following classifications:
 - a) Storekeeper II
 - b) Building Maintenance II and III
 - c) Highway Maintenance III and IV
 - d) Carpenter II

- e) Electrician II
 - f) Automotive Mechanic II and III
 - g) Oil/Gas Burner Technician
 - h) Custodial Worker II
 - i) Sign Maker
 - j) Equipment Body Mechanic
- 2) Employees in the maintenance divisions shall be assigned forty regular work hours within a payroll week that shall consist of either:
- a) Five (5) consecutive work days each consisting of eight (8) hours of work, exclusive of lunch; or
 - b) Four (4) consecutive work days each consisting of ten (10) consecutive hours of work, exclusive of lunch.
- 3) Working hours in the maintenance divisions will normally be 7:00 AM to 3:30 PM, Monday through Friday.
- a) The Authority may alter the regular working hours for an employee within the maintenance division with at least fourteen (14) calendar days' notice to the employee.

- b) The Authority shall not alter any employee's regular work schedule in an arbitrary or capricious manner.
- 4) Maintenance employees are eligible for shift differentials per Article 4 Compensation, Section 11b.
 - 5) The Authority shall provide all maintenance employees two (2) fifteen (15) minute rest periods with pay, and a one-half (½) hour lunch period without pay, per regular work day.
 - 6) If a maintenance employee has worked at least sixteen (16) of the twenty-four (24) hours that precede the start of the regularly scheduled work day:
 - a) The Director of Highway Maintenance may reduce or cancel the employee's ensuing work day for health and safety reasons but shall not do so specifically to avoid payment of overtime.
 - b) The maintenance employee may, if approved by the foreman or supervisor, reduce or cancel his/her own ensuing work day if the foreman or supervisor determines that employee's services are not required for the ensuing work day.
 - 7) If the Director of Highway Maintenance reduces or cancels a maintenance employee's ensuing work day and that maintenance employee is called back to work during the regularly scheduled work hours, that

employee shall receive a call-out consistent with the provisions in Article 4 Compensation, Section 3.

- 8) If a maintenance employee reduces or cancels his/her ensuing work day and is called back to work during the regularly scheduled work hours, that employee shall not receive a call-out consistent with the provisions in Article 4 Compensation, Section 3.

ARTICLE 20: MAINTENANCE OF BENEFITS

Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or privileges provided to employees except as expressly superseded by the terms of this Agreement, and the Authority shall not diminish or impair during the term of this Agreement any right, benefit or privilege presently provided to employees without prior notice to and, when appropriate, negotiations and agreement with MSEA.

ARTICLE 21: MANAGEMENT RIGHTS

The listing of the following specific rights of management in this item is not intended to be and shall not be considered restrictive or as a waiver of any of the rights of the Authority not listed herein.

- 1) Except as otherwise provided in this Agreement, the management and the direction of the working force,

including but not limited to, the right to appoint permanent full time, permanent part time, intermittent-permanent, part time, temporary, seasonal and on-call employees, the right to promote, the right to discipline or discharge for just cause, the right to lay off for lack of work or other legitimate reasons, the right to reduce the number of hours of operations, the right to transfer, the right to assign work to employees, the right to determine job content, the right to classify new positions or eliminate job classifications, and the right to establish reasonable rules, not inconsistent with this Agreement, are vested exclusively in the Authority.

- 2) Except as otherwise provided in the Agreement or required by law, the Authority shall have the freedom of action to discharge its responsibility for the successful operation of its obligations, including but not limited to, the determination of the number and location of its crews, the services to be performed, the machinery, tools, equipment and materials to be used, the work schedules and the methods of operations, the extent to which its own or other facilities shall be used and the extent to which work shall be subcontracted.

ARTICLE 22: MEMBERSHIP PACKETS

- 1) The Authority shall provide each new employee (not including temporary, seasonal, or on-call employees) with an MSEA furnished membership packet within one

- (1) work week following the employee's first day of work and within the same time frame shall notify MSEA of the new employee's name and work location.
- 2) The contents of the membership packet shall be restricted to routine materials pertaining to membership, services and programs of MSEA or its Turnpike Chapter.
- 3) The Authority may refuse to include in the packet for distribution any materials which it considers to be controversial or derogatory of the Authority or of any of its personnel.

ARTICLE 23: NON-DISCRIMINATION

- 1) The Authority agrees to continue its established policy against all forms of illegal discrimination, including:
 - a) Discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, physical or mental disability, unless based upon a bona fide occupational qualification;
 - b) Intimidation or harassment on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, physical or mental disability.
- 2) 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, sexual orientation, marital status, age, physical or mental disability.

- 3) Any disputes under this Article as with all other Articles of this Agreement shall be subject to the grievance procedure.
 - a) Employees alleging discrimination as a claim or part of a claim in a grievance shall elect to pursue that grievance exclusively through either the grievance and arbitration procedures in this Agreement or through the procedures available through the Maine Human Rights Commission, the Equal Employment Opportunity Commission, and the courts.
 - b) The employee shall make the exclusive selection in writing after the Step 2 decision is received but before a Step 3 filing.
 - c) The arbitrator shall have the authority to grant any remedy afforded by federal or state discrimination laws in addition to any other remedy afforded under this Agreement.

ARTICLE 24: OVERTIME ASSIGNMENT - HIGHWAY MAINTENANCE

- 1) Except in cases of emergency on the highway, overtime work shall be offered to qualified employees regularly assigned to that work by continuing rotation on the basis of seniority.
- 2) In the event that no employee accepts required overtime work, the Authority shall assign employees to perform the overtime work by continuing rotation in inverse order of seniority on the same basis as in Section 1 of this Article.
- 3) The rotating seniority functions shall not apply to winter activities during the period from November 15th - April 15th, but the Authority shall make a sincere and conscientious effort to assign winter overtime on an equitable basis.
- 4) An employee shall be allowed one (1) fifteen (15) minute rest period during each four (4) consecutive hours of overtime worked, at a time determined by the foreman on the job, and shall be allowed a one-half (½) hour lunch break with pay after each four (4) consecutive hours of overtime worked.

ARTICLE 25: PAYROLL DEDUCTIONS

- 1) The Authority hereby grants to MSEA exclusive rights to

payroll deductions of membership dues and premiums for Income Protection Plan, an employee organization sponsored insurance.

- 2) Such dues and premiums shall be deducted on a regular weekly basis upon receipt of signed authorization from the employee and a certification from the proper official of MSEA as to the amount of such dues and premiums.
 - a) The Authority shall continue deductions currently in effect as of the date of the Agreement.
 - b) The Authority shall forward all such dues and premiums each month within fifteen (15) working days following the end of the last payroll period of the month to the proper official of MSEA in Augusta, Maine.
 - c) The Authority will not be responsible for collecting dues and premiums after a fifteen (15) working day period, as noted in the preceding sentence, from employees who are in a not-on-payroll status.
- 3) MSEA shall indemnify and save the Authority harmless against all claims and suits which may arise by reason of making deductions of said dues and premiums and remitting the same to MSEA pursuant to this item.
- 4) The Authority shall not be obligated to apply any of the

above procedures to temporary, seasonal, or on-call employees.

ARTICLE 26: PERSONNEL FILES

- 1) Upon request, employees shall be permitted to review their own personnel files during normal office hours.
 - a) Employees shall be allowed to have placed in their files a response to anything contained therein which they consider to be adverse.
 - b) Failure of the Authority to answer any response shall not be deemed an admission against interest by the Authority with respect to any statements in such response in any subsequent proceeding of any kind.
- 2) Upon request, employees shall be provided with copies of any or all materials in their personnel files.
- 3) Copies of all materials to be placed in an employee's personnel file shall be given to such employee simultaneously with placement in the personnel file.
- 4) Upon request of an employee, records of oral warnings shall be removed from personnel files:
 - a) Two (2) years after the date of entry if the employee has received no subsequent oral

warnings, written reprimands or suspensions since the date of entry.

- b) No records of an oral warning shall remain in a personnel file more than three (3) years from the date of entry.
- 5) Upon request of an employee, records of written reprimands shall be removed from personnel files three (3) years after the date of entry, if the employee has received no subsequent written reprimands or suspensions since the date of entry.
- 6) Upon request of an employee, records of suspensions shall be removed from personnel files four (4) years after the date of entry, if the employee has received no subsequent written reprimands or suspensions.
- 7) All discipline shall be removed from an employee's file after a five (5) year period from the date of entry into the personnel file.

ARTICLE 27: PRODUCTIVITY

It is the objective of the Authority and MSEA to encourage efficiency and satisfactory productivity in connection with all activities of the Authority involving employees and supervisors, and the Authority and MSEA shall make every effort to mutually accomplish this objective.

ARTICLE 28: PROTECTION OF EMPLOYEES

- 1) The Authority shall not contract out or assign to persons other than employees within this bargaining unit work presently performed by employees within this unit if such assignment or contracting out would result in a reduction of the regular work force.
- 2) The provisions of this Article shall not prohibit the Authority from continuing its present policies in regard to work or services provided on a contract basis.
 - a) The Authority may assign to its employees work performed by contractors for a trial period of five (5) years before such work becomes subject to the provisions of this Article.
 - b) At the discretion of the Authority, within said five (5) year period, such work shall either be returned to a contract basis or assigned as bargaining unit work.
- 3) No employee shall suffer reduction in existing salary as a result of reclassification or reallocation of their position.
- 4) An employee voluntarily moving to a position with a lower pay range shall be compensated at the highest step in the lower pay range that represents a decrease in compensation from the higher pay range.

- 5) The Authority shall continue its present practice of thoroughly investigating workplace accidents and upon request shall forward a copy of the First Report of injury to MSEA for accidents involving personal injury.

ARTICLE 29: RECLASSIFICATIONS

- 1) An employee, with knowledge of the Union President, shall submit in writing to the Director of the Maine Turnpike Authority, the request for reclassification and the reasons supporting the request.
- 2) The Director of the Maine Turnpike Authority shall, at his/her option, have a meeting with the employee or representatives of the classification and the Union President.
 - a) Should such a meeting occur, the Director shall respond in writing to the employee and the Union as to the reasons for or against the reclassification within thirty (30) calendar days of such meeting.
 - b) If no meeting occurs, the response with reasons is due thirty (30) calendar days after receipt of the reclassification request.

ARTICLE 30: RECOGNITION

The Authority, pursuant to Title 26 of the Maine Revised

Statutes Annotated, Chapter 9-A, Section 967(1), recognizes MSEA-SEIU Local 1989 as the sole and exclusive representative of all employees of the Authority who comprise the Employees Bargaining Unit, as that Unit is defined in Appendix A hereto.

ARTICLE 31: SENIORITY

1) Accrual

- a) Seniority will be based on an employee's most recent permanent date of hire with the Authority.
 - i) For employees who became permanent full time or permanent part time before October 1, 1978, seniority shall be defined as the length of continuous employment with the Authority.
 - ii) For employees who became permanent full time or permanent part time after October 1, 1978, seniority shall be defined as the length of continuous employment as a permanent full time or permanent part time employee.

- b) In the event the most recent date of permanent employment is the same, seniority shall be determined by the employees' name at date of hire, and shall be redefined if there are breaks in employment:

- i) The employee with the first letter of their last name closest to A will be considered senior;
- ii) If there is still a tie in seniority, the same consideration will shift to the first name, and if still tied, to the middle name.
- c) Employees who experienced ties in seniority and had such ties resolved prior to December 25, 2016 shall not experience a change to their seniority unless there is a break in continuous employment amongst any of the previously tied employees.
- d) An employee on leave with pay, military leave, or leave occasioned by reason of incapacity for work shall be deemed to be in continuous employment for purposes of seniority hereunder.

2) Departments/Divisions Defined

- a) Authority Headquarters
- b) Building Maintenance
- c) Communications Center
- d) Engineering
- e) Equipment Maintenance
- f) Fare Collection

- g) Highway Maintenance
- 3) During Layoff
- a) During periods of layoff, the employee's seniority does not continue to accrue.
 - b) In the event of return to employment within the four (4) year recall period, upon return, the employee shall be credited with accrued seniority for the term of the layoff.
- 4) Seniority Schedules
- a) The seniority schedules shall be updated and posted tri-annually by the Authority.
 - b) Any employee hereunder shall have the right to protest his/her position on said seniority roster not later than fifteen (15) work days after the posting of any updated seniority schedule
- 5) On-Call, Temporary and Seasonal Employees
- a) Shall not develop seniority with the Authority.
 - b) When it becomes necessary to engage their services from time to time, may be called in any sequence.

ARTICLE 32: SEVERABILITY

- 1) In the event that any provision herein is found by any court of competent jurisdiction to be invalid or unenforceable or to be barred by the provisions of Chapter 595 - Public Laws of 1982 then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.
- 2) In the event that any provision of any trust indenture securing bonds outstanding at any time during the life of this agreement renders any provision herein to be invalid or unenforceable by any court of competent jurisdiction, then such provision of the agreement shall be considered void, but all other valid provisions shall remain in full force and effect, provided that such trust provision shall have been previously contained in a prior Authority Trust Indenture.
- 3) In the event that such trust provision was not previously contained in a prior Authority Trust Indenture, then such provision of the agreement rendered void may be renegotiated at the option of either party.

ARTICLE 33: STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

- 1) MSEA acknowledges that it shall be unlawful for any of the employees covered by this Agreement to engage in, encourage, sanction, support or suggest any:

- a) Strikes;
 - b) Work stoppages;
 - c) Slowdowns; or
 - d) Any other similar action which would involve suspensions or interfere with the normal work of the Authority and agrees that neither it nor its officers or members will perform any of the foregoing unlawful acts, and that the performance of any of such acts during the terms of this Agreement or any extension thereof will constitute a violation of the terms and provisions of the Agreement.
- 2) In addition to any and all other remedies available to it, the Authority shall:
- a) Notify members participating in such activities to cease and desist, and shall instruct them to return to their normal duties.
 - b) Failure to do so within twenty-four (24) hours after such notice shall result immediately in disciplinary action, including, if deemed appropriate by the Authority, discharge.
- 3) No lockout of employees shall be instituted by the Authority during the term of this Agreement.

ARTICLE 34: TERM OF AGREEMENT

- 1) This Agreement is to be effective for a period of three (3) years from its effective date of December, 25, 2016 and thereafter until terminated by either party by service on the other party of sixty (60) calendar days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.
- 2) Such notice shall be deemed served when mailed by either party at the following addresses:
 - a) Maine Turnpike Authority
2360 Congress Street
Portland, ME 04102
 - b) Maine State Employees Association
65 State Street
Augusta, ME 04330-5126
- 3) In no event shall this Agreement be terminated prior to the expiration date of the initial term hereof.
- 4) During the period of negotiation following notice by either party as hereinabove provided, the terms and provisions of the present Agreement shall be extended until a new agreement is negotiated or either party shall have notified the other in writing of final termination of this Agreement which shall occur seven (7) calendar days after receipt of such notice.

ARTICLE 35: TOLL COLLECTION EMPLOYEES

- 1) Each toll collector located in toll houses where there is only one (1) collector on duty for a period of at least six (6) hours on the shift involved, shall be credited with twenty (20) minutes cash-up time per shift worked, cash-up time to be for pre-shift and post-shift time.
 - a) Each toll collector other than those referred to above, on a cash lane shall be credited with twelve (12) minutes cash-up time per shift worked, cash-up time to be for pre-shift and post-shift time.
 - b) Each toll collector located at the York Tolls shall be credited with twenty (20) minutes cash-up time per shift worked, cash-up time to be for pre-shift and post-shift time.
- 2) The Authority shall provide toll collectors located at toll houses at which more than one (1) collector is on duty at all times during any given regular shift two (2) fifteen (15) minute rest periods and a one-half (½) hour lunch period during their regular shift with the Fare Collection Superintendent's agreement as to the schedule.
 - a) It is understood that on occasion it will be necessary for the toll collector to be interrupted during his/her break for purpose of preventing excessive back up of traffic at the toll station involved.

- b) It is further understood the toll collector is to remain in the immediate vicinity of the toll station during the breaks referred to above.
- 3) The Authority shall pay collectors who are required to work alone at a toll house an additional fifteen (15) minutes on each shift to be compensated at his/her regular rate of pay, including overtime, if indicated.

ARTICLE 36: TRANSFERS

- 1) No employee shall be transferred for disciplinary reasons.
- 2) A transfer to promote workplace harmony that does not adversely impact the wages of the transferred employee shall not be considered to be disciplinary.

ARTICLE 37: UNION SECURITY

- 1) Selection of Fee
 - a) Any employee hired after the effective date of 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.

- b) Such employees shall be required to:
 - i) Sign a written payroll deduction authorization form authorizing deduction from their pay of the membership dues or service fee, or
 - ii) Tender the amount of the service fee due to the union, or
 - iii) Indicate in writing their religious objection to such fee and make contributions at least equal in amount to the service fee to a non-religious charitable organization mutually agreed upon by the employee so objecting and the Union.
 - iv) Employees choosing (ii) or (iii) shall make payments within ten (10) days after each payday.

2) Calculation of Service Fee

- a) MSEA-SEIU shall determine the amount of the service fee to be charged to affected non-members, consistent with both applicable law and this Article and shall certify to the Authority the amount of the service fee.
- b) The service fee paid by part-time employees shall

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

3) Change of Status

- a) Any employee may eliminate their payroll deduction for MSEA-SEIU membership or for the service fee at any time by providing written notice to the employee's payroll officer at least one pay period in advance of the change.
- b) Employees may change their payroll deduction options regarding MSEA-SEIU membership or service fee status during the months of June and December.
 - i) The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws.
 - ii) Employees may otherwise change their status with regard to membership in MSEA-SEIU or service fee payer status at any time.
 - iii) Employees who are members of MSEA-SEIU may resign their membership at any time and revert to payment of the service fee described above, if required, or terminate payroll deduction and tender any required service fee or dues directly to MSEA-SEIU.

4) Payments and Deductions

- a) It shall be the sole responsibility of MSEA-SEIU to collect its dues or service fees and to verify contributions made in lieu of service fees.
- b) 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.
- c) Employees shall not be penalized for failing to pay service fees for any such pay period(s).

5) Notice and Audit

- a) 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.
- b) That calculation shall also be audited to verify that the union's records:
 - i) Have actually been audited;
 - ii) have been correctly reproduced from the audit report; and

- iii) That the union has performed any mathematical adjustments correctly, and for any other purpose required by law.
- c) The fee will be effective on a pay date at least 30 days after the notice described below has been mailed to members of the bargaining unit, or provided to newly eligible employees.
- d) Once the audit is complete, MSEA-SEIU shall prepare a notice, consistent with applicable law, to all employees covered by this Agreement.
 - i) 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.
 - ii) The notices shall include all information required by applicable law, including at a minimum:
 - (1) The major categories of expenses, as reflected in the audit;
 - (2) Whether each expense will be included in the service fee;
 - (3) The identity of the auditor(s); and

- (4) The opinion of each audit, including the opinion included in any adjusted audit(s).
 - iii) The Authority agrees to distribute this notice and dues deduction forms, provided by MSEA-SEIU, to new employees at the time they are hired.
 - iv) MSEA-SEIU shall provide notices required by law to all current bargaining unit employees.
 - e) Any change in the amount of the service fee to be deducted shall be certified to the Director of the Human Resources by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change.
- 6) Religious Objectors
 - a) In the event that any employee covered hereby 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, that employee shall have the right to refuse to make service fee payments;
 - i) 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.

- ii) 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.
 - iii) MSEA-SEIU shall not unreasonably deny the choice of such non-religious charitable organization suggested by the employee.
- b) Should an employee have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the employee must place an amount equal to the service fee in an interest-bearing escrow account pending resolution of such dispute or request.
- i) MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts.
 - ii) The Authority shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

7) Disputes

- a) 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.
 - i) Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account.
 - ii) MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts.
 - iii) The Authority shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

- b) MSEA-SEIU is solely responsible for payment of the fee charged by AAA for the cost of providing necessary administrative services.
 - i) 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.
 - ii) Attorneys' fees, witness fees, and other expenses shall be borne by the respective

parties.

- iii) No fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne by the Authority.
- c) In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the Authority to pay such service fee on behalf of any employee.
- d) If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee refused to pay or authorize payment of the required service fee and the Authority complied with the adverse employment action procedure described below.

8) Failure to Pay Fee

- a) It shall be the sole obligation of MSEA-SEIU to certify to the Authority the name of each employee who has not paid his or her service fee, if required, or who has not made a contribution in lieu of a service fee and who, in the case of employees who are actively challenging the amount of the fee or the procedures implemented pursuant to this article, are not paying the

disputed amount into the interest-bearing escrow account established by the union.

- b) MSEA-SEIU agrees to cooperate in any Authority investigation performed due to or in reliance upon each statement.
- c) The Discipline article does not apply to employees who have not complied with this Article.
- d) The following procedure shall apply:
 - i) On the first occasion the Authority determines, after an opportunity to investigate, that an employee failed to comply with this Article, the Authority shall provide the employee with notice of a finding of a violation of this Article and afford that employee a 30-day period to comply fully with this Article, paying all arrears due.
 - ii) Should the employee fail to timely correct this deficiency or should the employee be subsequently found by the Authority as failing to comply with this Article, the employee shall be provided with a notice of proposed dismissal.
 - iii) The employee will be afforded an opportunity to meet with the Authority's representative prior to the action proposed.

- iv) The employee will be entitled to have a Union representative or steward present.
- v) At that meeting, the Authority 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.
- vi) Any employee who has not timely complied with the obligations of this Article must be dismissed.
- vii) A dismissal in compliance with this Article may not be challenged through the Grievance Procedure article of this agreement.

9) Indemnification

- a) MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold the Authority harmless against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the Authority, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article, including, but not limited to:
 - i) As a result of being ordered to reinstate an

employee terminated at the request of MSEA-SEIU for not paying the service fee;

- ii) In reliance on any notice, letter, or authorization forwarded to the Authority by the union pursuant to this Article; and
 - iii) Including but not limited to any charge that the Authority failed to discharge any duty owed to its employees arising out of the service fee deduction.
- b) MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the Authority, including, but not limited to:
- i) Termination for failure to pay the service fee.
 - ii) In such litigation the Authority shall have no obligation to defend its act taken or not taken, provided that, nothing herein shall require indemnification for any intentional deprivation of an individual's constitutional rights by the Authority.

10) Severability

- a) Should the United States Supreme Court, the First Circuit Court of Appeals or any Court in Maine hold indemnity clauses relating to union security void or

unenforceable on Constitutional or public policy reasons, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the Authority.

- b) Should any Court find the indemnity clause in this Article to be void or unenforceable for any reason, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the Authority.
- c) Should the Authority provide such written notification, the parties shall enter into negotiations regarding a replacement Union Security Article.

ARTICLE 38: USE OF AUTHORITY FACILITIES

- 1) The Authority shall provide to MSEA and its Turnpike Chapter use of appropriate rooms, to the extent that such are available within existing Authority facilities, for meetings of employees and representatives of MSEA.
 - a) Advance arrangements shall be made between the parties and the location.
 - b) Time and date of such meetings shall be mutually agreed to by the Authority and MSEA.
- 2) MSEA agrees to reimburse the Authority for any

additional costs and expenses incurred by the Authority in connection with such meetings, including reimbursement for any damage to property of the Authority.

- 3) Officers and Stewards of the MSEA Turnpike Chapter shall be permitted to use, in conjunction with their Chapter duties, Authority telephones to which they normally have access, for non-toll or toll-free calls.

ARTICLE 39: VACANCIES

- 1) When a position is vacated, the Authority will exercise its best efforts to determine within thirty (30) work days if the position is to be filled.
- 2) However, the provisions of Article 21 Management Rights and further as expressed in the last sentence of this section shall prevail in the matter of vacancies.
- 3) In the event a vacancy occurs in a position, the Authority shall post the vacancy on its bulletin boards at least seven (7) calendar days before the vacancy is to be filled.
 - a) All employees or interested persons from within or outside any bargaining unit or the Authority shall have a right to bid for such a vacant position.
 - b) Such bid shall be in writing and received by the

Authority not later than by the deadline designated in the posting notice.

- c) Such final day shall be designated on the posted notice.
- 4) Applicants for vacant positions will be selected by the Authority based on qualifications resulting from an evaluation procedure to be developed by the Authority which may include oral interviews and written tests.
- a) The Authority will interview the most qualified internal and external applicants for each vacancy.
 - b) The successful applicant will be the one determined by the Authority to be most qualified.
 - c) If the most qualified internal applicant has qualifications equal to or greater than any applicant who is not employed by the Authority based on determination by the Authority per Section d above, the internal applicant will have preference for the vacant position.
 - d) All applicants shall be notified in writing of their selection or non-selection along with the reasons for their non-selection within thirty (30) calendar days of the award of position.
 - e) Information in regard to the evaluation procedure shall be made available by the Authority to MSEA

upon written request.

- 5) In the event a transfer occurs in filling a vacant position, and the open position is not filled from within this Unit by an accommodation pursuant to federal or state statute or regulation, the transfer shall be awarded on the basis of seniority being the sole determining factor with applicants limited to the employees in that same classification as the vacant position at the time it is posted.

- 6) Qualification Period
 - a) If an employee is awarded a new position, that employee shall have one hundred eighty (180) calendar days within which to qualify for such new position.

 - b) In the event that employee is determined not to be qualified, with such determination made solely by the Authority, that employee shall be returned to his/her former position, and the vacancy shall be reposted.

 - c) Those who may have filled positions created by the movement of the affected employee shall likewise be returned to their former position and gain no right to the job taken until such time as the one hundred eighty (180) calendar day qualification period with respect to the affected employee has elapsed.

- 7) Nothing in these provisions shall be construed as requiring the Authority to fill any vacancies which may occur.

ARTICLE 40: WELLNESS BENEFIT

- 1) The Wellness Program provides reimbursement for certain physical fitness and wellness services, such as but not limited to:
 - a) Fitness club memberships;
 - b) Weight management programs;
 - c) Nutritionist programs;
 - d) Smoking cessation programs.
- 2) The Authority will reimburse an employee up to two hundred fifty dollars (\$250.00) per year for participation in such programs, subject to required Federal and State tax withholdings, upon the submittal of a Wellness Benefit Request form accompanied with a paid invoice to the Human Resources Department for approved Wellness Programs.
- 3) These programs will be run by outside organizations.

ARTICLE 41: WITHDRAWAL OF RESIGNATION

An employee may withdraw his/her resignation prior to:

- 1) The date of the posting notice relating to the filling of his/her position; or
- 2) Notification by the Authority to MSEA of the elimination of the position; or
- 3) Whichever occurs first.

ARTICLE 42: WORK RULES

- 1) During the term of the Agreement, the Authority may establish and enforce work rules and regulations to the extent that such are not presently in existence.
- 2) Whenever such new rules and regulations are to be adopted, they shall be posted on the bulletin boards of the Authority for seven (7) calendar days before they are to become effective.
- 3) Such new rules, if any, shall not be inconsistent with the terms and provisions of this Agreement or existing rules and practices.
- 4) Simultaneously with the posting of such new rules, a copy of same shall be forwarded to MSEA at Augusta and a copy sent to the President of the Chapter.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be so signed by their respective representatives thereunto duly authorized as of the date set herein:

MAINE STATE EMPLOYEES ASSOCIATION:


Tina Hebert, Chapter President, Fare Collection


William Hartley, Team Member, Equipment Maintenance


Cathy Pingree, Team Member, Fare Collection


Gregory Sotir, Team Member, Customer Service


Robert Tibbets, Team Member, Building Maintenance


Gary Wheeler, Team Member, Highway Maintenance


Frank Porter, III, MSEA-SEIU Field Representative

MAINE TURNPIKE AUTHORITY:


Daniel E. Wathen, Board Chairman


Sumner P. Mills, Executive Director


Douglas D. Davidson, Chief Financial Officer and Treasurer


Peter S. Merfeld, Chief Operations Officer


Jonathan Arey, Staff Attorney and Treasurer


Lauren G. Carrier, Director of Human Resources

APPENDIX A: Employee Bargaining Unit Classifications

Accounts Payable Processor/Clerk IV
Automotive Mechanic II
Automotive Mechanic III
Building Maintenance II
Building Maintenance III
Business Accounts Processor
Carpenter II
Clerk II/Receptionist
Communications Aide
Communications Center Specialist
Custodial Worker II
Deposit/Audit Clerk
Electrician II
Engineering Aide II
Engineering Aide III
Engineering Technician I & II
Engineering/Right of Way Assistant I & II
Equipment Body Mechanic
EZPass™ Customer Service Representative
Facility Systems Operator
Highway Maintenance II
Highway Maintenance III
Oil/Gas Burner Technician
Printing Room Coordinator
Sign Maker
Storekeeper II
Toll System Maintenance Technician
Currency Processing Technician
Toll Collector I
Toll Revenue Auditor
Violation Image Review Processor
Violation Notice Processor

APPENDIX B: Grievance Mediation Ground Rules

1. Grievants and stewards shall be granted administrative leave to attend mediation sessions without loss of pay or benefits. Up to two grievants will be granted leave for class action (et al) grievances and requests for larger groups shall not be unreasonably denied.
2. Cases shall be scheduled at least two (2) weeks in advance to afford maximum convenience to both parties. The parties shall endeavor to mediate all cases prior to arbitration and may agree to mediate cases pending at lower steps by mutual agreement.
3. The parties shall attempt to resolve one case at a time within one day of mediation but may extend beyond one day or combine related cases by mutual agreement.
4. Three rooms will be provided at the Maine Turnpike Authority when available or at a mutually agreed site. Each party will have one representative present their position to the mediator in a joint meeting unless mutually agreed or decided by the mediator to omit this step. The grievant may also speak separately if desired. Each party will thereafter work with the mediator in their respective break rooms.
5. Any discussions which occur during mediation shall not be admissible in any subsequent arbitration, administrative or judicial proceeding.

6. Each party will assure that its participants have full authority to settle cases. If a party representative is unavailable for a scheduled case an alternative representative shall be prepared to proceed and such unavailability shall not be grounds for postponement of a mediation session.
7. All agreements reached in mediation shall be immediately reduced to writing and the parties shall be bound by these agreements.
8. All costs of mediation, including fees and expenses of the mediator, shall be divided equally by the parties except that the Authority shall not charge the MSEA for meeting space when sessions are held at the Authority Headquarters, except that each side shall pay for its own costs associated with the presentation of its case.
9. The parties agree to meet and negotiate in good faith over additional ground rules as needed. The mediator may assist in these negotiations if required by either party.
10. During the term of this Agreement, the mediator will be jointly selected by the Authority and MSEA.

APPENDIX C: Definitions

1. **Administrative Duty:** Temporary leave from an employee's regular job assignment during which the employee's regular pay is continued and the leave is considered as time worked for the purposes of computing overtime.
2. **Administrative Leave:** Temporary leave from an employee's regular job assignment during which the employee's regular pay is continued and the leave is not considered as time worked for the purposes of computing overtime.
3. **Agreement:** This collective bargaining agreement.
4. **Calendar Day:** All days inclusive of Saturday, Sundays, and officially recognized Authority holidays as recognized in Article 17, Leave With/Without Pay.
5. **Department:** A subgroup of employees within an Authority division supporting specific and similar Authority functions.
6. **Division:** The Authority comprises seven (7) divisions: Administration, Accounts & Control, Highway Maintenance, Equipment Maintenance, Fare Collection, Special Services & Communications, and Engineering & Building Maintenance.
7. **Employee:** Any employee within a position

classification listed in Appendix A covered by this Agreement.

8. Grievance: An unresolved complaint arising during the period of this Agreement between the Authority and a unit member, a group of unit members, or MSEA with respect to the interpretation or application of a specific term of this Agreement.
9. Grievant: The unit member, group of unit members or MSEA making the complaint.
10. Work Day: All days exclusive of Saturdays, Sundays, and officially recognized Authority holidays as recognized in Article 17, Leave With/Without Pay.

APPENDIX D: Union Security Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
MAINE STATE EMPLOYEES ASSOCIATION, SEIU LOCAL 1989
AND
MAINE TURNPIKE AUTHORITY

The Maine State Employees Association, SEIU Local 1989 and the Maine Turnpike Authority agree as follows:

1. The Parties stipulate that the Union Security Articles of the last expired agreements include language that would permit the termination of employees who do not authorize payroll deduction of dues or agency fees, and that such terminations are unlawful under current Maine law.
2. The Maine State Employees Association agrees that it will not seek to enforce the above-referenced provisions of the Union Security Articles of either agreement by seeking to compel the termination of any employee for failing to pay agency fees until a new successor agreement is ratified.
3. Based on that commitment the Maine Turnpike Authority agrees that the Union Security Articles of the expired agreements shall be incorporated in the successor agreement without changes.

Seen and Agreed:

Jamaine Bonk, Field Rep. 8/29/14
For Maine State Employees Association, SEIU Local 1989 Date

James G. Carver 9/4/2014
For Maine Turnpike Authority Date