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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-SEIU) representatives and designated stewards to discuss grievances and contract compliance.
- 2) Such access shall not interfere with work duties and shall not be in conflict with the wishes of the appropriate supervisor of the employee involved.

ARTICLE 2: BULLETIN BOARDS

- 1) The Maine Turnpike Authority (herein also referred to as the Authority) shall provide a reasonable amount of bulletin board space for the use of MSEA-SEIU and its Turnpike Supervisors 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 at Administrative Headquarters, for the purpose of posting bulletins, notices and other material.
- 2) For other than routine business, 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-SEIU or Turnpike Supervisors 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-SEIU or Turnpike Supervisors Chapter recreational and social affairs, internal elections and result of elections, committee reports and internal policies, procedures, rulings, services and programs.
- 4) MSEA-SEIU shall insure the mutual accommodation between the Supervisors Bargaining Unit in the implementation of the Article.

ARTICLE 3: COMPENSATION

- 1) Acting Capacity
- a) When an employee is assigned temporarily to a job for which he/she is qualified in a higher classification for a minimum of one (1) eight (8) hour work day, the employee shall be paid in the

higher classification.

- b) When an employee is assigned temporarily to a job for which he/she is qualified in a higher classification for a minimum of one (1) hour within an eight (8) hour work day, or within the work day that has been scheduled in excess of eight (8) hours, the employee shall be paid in the higher classification for those hours worked in that higher classification.
- c) Seniority shall not be a factor in such temporary assignments.

2) Allowances: Boot, Clothing, and Tool

a) Boot Allowance

- i) The Authority agrees to reimburse employees in the following classifications 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 Division Supervisor
- (2) Highway Foreman
- (3) Building Maintenance Supervisor
- (4) Building Maintenance Foreman

(5) Supervisor of Equipment

(6) Automotive Mechanic Foreman

- ii) Such payments will be made by payroll reimbursement following submission of receipts by the employees and approval of the purchases by their supervisors or the Safety Coordinator.
- iii) Employees eligible for both boot and clothing allowances may utilize those amounts interchangeably.

b) Clothing Allowance

- i) Supervisor of Building Maintenance, Supervisor of Equipment, Highway Division Supervisors, Highway Foremen, and the Building Maintenance Foreman shall receive reimbursement of purchases of clothing necessary to perform their jobs in an amount not to exceed three hundred dollars (\$300.00) annually.
- ii) Such payments to be made by payroll reimbursement following submission of receipts by the employees and approval of the purchases by their immediate supervisors or the Safety Coordinator, if safety-related.

c) Tool Allowance

- i) The Authority shall reimburse each Automotive Mechanic Foreman and Building Maintenance Foreman for purchases of tools necessary to perform their jobs in an amount not to exceed three hundred twenty-five dollars (\$325.00) annually.
- ii) Such payments to be made by payroll reimbursement following submission of receipts by the employees and approval of the purchases by their department head.

3) Call Out

- a) Any Highway Division Supervisor, Supervisor of Equipment, Supervisor of Building Maintenance, Toll Plaza Supervisor, Fare Collection Superintendent, Automotive Mechanic Foreman, Highway Foreman, or Building Maintenance Foreman who is called outside their regular working hours or on a scheduled day off other than a holiday shall receive pay for a minimum of four (4) hours' time.
- b) The four (4) call out hours shall be paid for based on the pay rate status the employee is in at the time the call out commences unless the actual work required by the call spans two (2) work days.

- c) If the actual work spans two (2) work days, the actual hours worked in the first workday 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 does not apply:
 - i) To a callout that is two (2) hours or less prior to the start of the employee's regular workday or shift if the employee continues to work until the beginning of that workday or shift; or
 - ii) To work required of an employee who is held over at the end of that employee's regular work day or shift.
 - e) An employee on callout may be required to do work other than that for which the employee has been called out if the work is consistent with employee's regular duties or is required by an emergency.
- 4) Clothing Rental Service - Automotive Mechanic Foremen
- a) The Authority will arrange for a clothing rental

service which will provide each Automotive Mechanic Foreman with a newly laundered shirt and trousers daily in the regular work week.

- b) In addition, each employee covered by the clothing rental service will be provided either two (2) jackets or one (1) set of coveralls weekly, the choice to be made by the employee involved.

5) Compensating Time

- a) Compensating time is, for purposes of this Unit, defined as that time off from work which an employee 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) In lieu of compensating time, employees may choose to be paid for all overtime hours worked.
 - ii) This overtime pay shall be computed at the rate of one and one-half (1½) times the hourly rate for each hour worked.
 - iii) The choice between compensating time and overtime must be communicated in writing by the employee to his/her immediate

supervisor by Friday noon of each payroll week, up to the maximum limit of forty (40) hours per calendar year.

- iv) Compensating time may be taken at such time or times as mutually agreed to by the employee and employer.
- v) All compensating time not taken by the last payroll period of any calendar year will be paid to the employer in lieu of such compensating time.

c) Compensating Time Records

- i) All earned compensating time shall be recorded on the employee's time sheet.
- ii) On reasonable request, any such employee shall be entitled to receive a record of his/her accrued compensating time to the date of the request.

6) General Salary

- a) For employees with pay rates not redlined per Section 8b of this Article:
 - i) 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.

- ii) 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.
 - iii) 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.
- b) For employees with pay rates redlined per Section 8b of this Article:
- i) Effective December 25, 2016, the basic wage or salary of each redlined employee covered by this agreement shall be increased by a prorated blend rate increase and bonus equivalent to three percent (3%) per hour.
 - ii) Effective December 24, 2017, the basic wage or salary of each redlined employee covered by this agreement shall be increased by a prorated blend rate increase and bonus equivalent to two and one half percent (2.5%) per hour.
 - iii) Effective December 23, 2018, the basic wage or salary of each redlined employee covered by this agreement shall be increased by a

prorated blend rate increase and bonus equivalent to two percent (2%) per hour.

- iv) Employees retiring prior to the end of the contract term of this Agreement shall receive any remaining bonus they otherwise would have been entitled to.

7) 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 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.
- c) The foregoing compensation shall be in addition to regular holiday pay.

8) Longevity

- a) Effective 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 seventy-five cents (\$.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 redlined:

i) Redlined includes all increases to a base pay rate including steps, cost of living adjustments, and longevity.

ii) Affected employees shall have their pay rates redlined 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) Mandatory Meetings

a) If an employee is required by a department head to attend a scheduled mandatory meeting outside of his/her regularly scheduled work day, that employee shall be paid for the actual hours attending the meeting, or a minimum of four (4) hours, whichever is greater.

b) Such time will be considered administrative duty.

10) Overtime

- a) All employees shall be paid at the rate of one and one-half (1½) times the hourly rate of pay for time worked in excess of forty (40) hours in any work week.
- b) For purposes of this Agreement the workweek shall be deemed to commence at 12:01 AM Sunday and to terminate at 12:00 midnight the following Saturday.
- 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.

11) Shift Differentials

- a) Fare Collection and Communications employees shall be eligible for the following differential pay:
 - i) Fare Collection and Communications employees 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) Fare Collection and Communications employees 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) Highway & Equipment, and Building Maintenance employees shall be eligible for the following differential pay:
 - i) Highway & Equipment, and Building 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) Highway & Equipment, and Building 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) Tool Provisions and Protection - Automotive Mechanic Foremen and Building Maintenance Foremen

a) The Authority and MSEA-SEIU acknowledge that it is traditional for the Automotive Mechanic Foremen and Building Maintenance Foremen to provide their own regular working tools and that this has been the case with respect to the Authority Automotive Mechanic Foremen and Building Maintenance Foremen from the beginning.

i) For this reason, tools which wear out in the normal course of work will not be replaced by the Authority.

ii) However, any tool which is actually broken in the course of performing work on behalf of the Authority will on appropriate proof and presentation to the supervisor, be replaced with a tool of like quality.

b) Any tools which can be said to be unusual, and not

regularly used by the employee, but nevertheless required to perform work on certain kinds of vehicles and for building maintenance, will:

- i) Upon submission of request, and approval by the supervisor, be provided to the particular Automotive Mechanic Foreman or Building Maintenance Foreman for the purpose requested.
 - ii) Such tools shall be and remain the property of the Authority.
- c) The Authority shall continue to provide locker space for the storage of tools by the classifications named in this Section who will be responsible for replacing the tools within said lockers.
- i) If such tools, while properly secured in said locker are damaged, destroyed or stolen, they shall be replaced by the Authority with similar tools at no cost to the Automotive Mechanic Foremen or the Building Maintenance Foremen affected.
 - ii) The coverage is described in the specimen insurance policy, a copy of which is to be filed with MSEA-SEIU, and made available to the employees involved.

13) Unused Sick Leave

- a) The Authority will compensate employees for the surrender of certain unused sick leave, at the employee's request, under the following conditions:
 - i) The employees 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 months.
- b) The Authority shall compensate the employee with a payment equal to the employee's regular, hourly wage for those hours surrendered, which payment shall be made by December 15.

14) 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 for any pay

period in which they are surrendered.

ARTICLE 4: COMPLAINTS & INVESTIGATIONS

- 1) This Article applies to written 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) If 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, 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, he/she shall be so advised.
 - 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 his/her MSEA-SEIU representative.
 - a) Such representative may participate in the interview.
 - b) The employee may seek Union advice or representation at any level of the investigation.
 - 7) Any interview of an employee shall be conducted at a reasonable time and at a suitable location as determined by the Authority.
 - a) The Authority, MSEA-SEIU, and all affected employees shall maintain the confidentiality of the investigation to the extent allowable under existing state/federal law.

- 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.
 - d) At the interview, the investigated employee shall be given a copy of the written complaint, with the identity of the complainant deleted.
 - e) The employee shall be informed in writing promptly, but no later than five (5) work days after the investigation is completed of any determinations made, except when the matter has been terminated under Paragraph 3 of this Article.
 - f) 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.
- 8) 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.

ARTICLE 5: CONTRACT ADMINISTRATION

- 1) The Authority and MSEA-SEIU mutually acknowledge that problems can arise in the administration of a collective bargaining agreement.
- 2) Accordingly, the Authority and MSEA-SEIU agree that they will meet from time to time during the term of this Agreement at the request of either party for the purpose of reviewing the administration of the Agreement and of resolving any problems that may arise.
 - 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 meeting are to be confined to the items contained in the agenda.
- 3) The Authority and MSEA-SEIU 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) Requests for administrative leave for members of this unit to attend said meeting shall be submitted in advance to the Authority and shall not be unreasonably denied.

ARTICLE 6: COPIES OF AGREEMENT

The Authority shall cause this Agreement to be printed and shall furnish sufficient number of copies to MSEA-SEIU not to exceed one hundred fifty (150), for distribution to employees as soon as practical following the execution of this Agreement.

ARTICLE 7: DISCIPLINE

- 1) The Authority shall not discipline, suspend without pay, demote, or discharge any employee 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.

- f) Recklessness in the operation of any equipment.
 - g) Failure to report for work or call in for three (3) consecutive work days.
- 3) An employee who is discharged, demoted, 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, demotion, or suspension and the reasons therefor.
 - 4) Written reprimands shall be issued promptly to the affected employee with the reason therefor.
 - 5) Prompt notice of the termination, demotion, suspension or written reprimand of any employee shall be mailed to MSEA-SEIU.
 - 6) An employee or an appropriate MSEA-SEIU representative shall within three (3) work days after receipt of a notice of suspension, demotion, or discharge:
 - a) Be entitled to meet with an appropriate representative of the Authority in an attempt to settle the dispute.
 - b) MSEA-SEIU will be notified in advance of any such meeting and the employee shall, if he/she so chooses be entitled to representation by MSEA-

SEIU.

- 7) An employee may be placed on administrative leave in order to conduct an investigation which may result in termination, demotion, suspension without pay or discipline.
 - a) The employee may be represented by an MSEA-SEIU representative.
 - b) Said MSEA-SEIU 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 demotion, 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) Demotion or discharge.

ARTICLE 8: EMBODIMENT OF AGREEMENT

- 1) The parties 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 understanding 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-SEIU, for the life of the 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 9: EMPLOYEE DEVELOPMENT AND TRAINING

- 1) The Authority and MSEA-SEIU 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-SEIU relating to employee development and training may be considered by the Authority in developing programs under the provisions of this Article.

- 4) 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) qualified 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 35 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.
- 5) 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 10: EMPLOYEE ORGANIZATION LEAVE

- 1) Leave with pay for MSEA-SEIU organization activities
 - a) The Authority shall grant administrative leave to an employee who becomes a member or officer of

the MSEA-SEIU Board of Directors to attend a maximum of a (1) one-day meeting per month of the 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-SEIU.
- c) The Authority shall, when applicable, grant administrative leave for a maximum of two (2) Authority employees who are MSEA-SEIU members and are delegated by the Turnpike Supervisors Chapter as council delegates to attend the MSEA-SEIU Annual Meeting;
 - i) For a maximum, if applicable, of two (2) Authority employees who are MSEA-SEIU council delegates or alternates to attend a maximum of four (4) area caucus meetings annually.
 - ii) In the event MSEA-SEIU 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-SEIU, administrative leave may be granted for a maximum of two (2) MSEA-SEIU delegates to attend the area caucus meetings, if such leave is applicable.

- iii) The Authority shall grant administrative leave, if applicable, for any member of the Turnpike Supervisors Chapter who is an officer of MSEA-SEIU to attend MSEA-SEIU meetings.
- d) MSEA-SEIU 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.
- e) Any employee of this Unit who during the term hereof holds the office of President, Vice President, Secretary, or Treasurer of the Turnpike Supervisors Chapter may attend to the duties of his/her office during his/her working time without loss of pay.
 - i) Duties of his/her office in this instance are defined as attendance at a maximum of nine (9) MSEA-SEIU meetings, called by the

President of the Turnpike Supervisors Chapter, during a twelve (12) month period for which the Authority does grant leave for one (1) or more of the Turnpike Supervisors Chapter officers, referred to above;

- ii) It being understood that such administrative leave will be granted only when applicable.

2) Leave with pay for negotiations

- a) The Authority shall grant to each of five (5) MSEA-SEIU designated bargaining representatives to prepare for negotiations;

- i) Up to twenty (20) hours of administrative leave, if applicable.

- ii) In the event the Authority needs to replace the representative at his/her regular work site, the requested leave must be for a minimum of four (4) hours.

- b) The Authority shall, when applicable, grant administrative duty to five (5) Authority employees designated by MSEA-SEIU as bargaining representatives to participate in collective bargaining sessions or impasse proceedings with Authority representatives.

- i) In addition, the Authority shall grant

administrative leave to any Authority employee needed as a consultant on particular matters to participate in collective bargaining sessions, with Authority representatives and mediation proceedings unless otherwise agreed to by the parties.

ii) Requests for leave under this section shall be made in advance.

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

(2) 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-SEIU may designate three (3) Authority employees to serve as stewards.

i) A list of stewards will be provided to the Authority with all updates, containing the names of the designees and their areas of authority.

ii) Authority employees designated by MSEA-

SEIU as stewards may investigate and process grievances during work hours to a collective annual maximum of forty-eight (48) hours of compensation, and such hours shall be considered as administrative duty.

- iii) Permission for stewards to leave their work station for these purposes may be granted upon request by the most immediate supervisor not a member of the Supervisory Bargaining Unit.

- b) 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-SEIU.

ARTICLE 11: FAMILY AND MEDICAL LEAVE

- 1) The Authority shall provide family or medical leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill obligations relating directly to the birth or placement of a child or the serious health condition of a child, spouse, parent, or of the employee.

- 2) To be deemed eligible for leave, the employee must meet the eligibility requirements of relevant Maine or federal statutes.

- a) As soon as eligible employees become aware of the present or potential need for a family or medical leave of absence, they should request the leave from their supervisor.
 - b) A minimum of thirty (30) calendar days' notice is required if the need for leave is foreseeable.
 - c) In other cases as much notice as possible under the circumstances is to be given.
 - d) A request for a leave for birth or placement of a child must be within twelve (12) months of that birth or placement.
- 3) Employees requesting leave related to illness may be required to provide a physician's statement verifying the illness, its beginning and expected ending dates and, in the case of intermittent leave, the dates and duration of treatments to be given.
- a) The Authority, at its own expense, reserves the right to seek a second opinion, or third if there are differing opinions.
 - b) Such additional opinions will be limited to medical records reviews if the health condition at issue is not the condition of the employee.
- 4) Eligible employees may request up to a maximum of twenty (20) weeks (or one hundred (100) days in the

case of intermittent leave) of family or medical leave within any twelve (12) month period.

- a) If the leave is requested due to birth or placement of a child and both parents are employees of the Authority, the total leave for both employees combined may not exceed twenty (20) weeks.
 - b) An employee shall take any available paid sick leave as part of the approved period of leave.
 - i) A reduced sick leave drawdown may be requested if insufficient paid sick leave is available to cover the entire period of the requested leave.
 - ii) By the end of the leave period, an employee shall use the lesser of:
 - (1) All accrued and available sick leave, or
 - (2) An amount of accrued and available sick leave equivalent to the entire leave period.
- 5) 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.
- a) 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.

- b) 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, and therefore in payroll status.
 - c) For purposes of accrual of such benefits, an employee is deemed to be in payroll status only for that continual period of time which represents the total number of consecutive days of his/her earned sick leave entitlement.
- 6) When a leave ends
- a) Every reasonable effort must be made to return the employee to the same position, if it is available, or to an equivalent available position for which the employee is qualified, subject to the parties' obligations under the Americans with Disabilities Act.
 - b) The employee's rate of pay and benefits will be maintained.
- 7) The employees and the Authority may mutually agree upon an extension of family and medical leave beyond twenty (20) weeks and during any such extended period, the employee will be entirely responsible for the payment of any health, dental, and life insurance

premiums.

- 8) If an employee fails to report to work promptly at the end of the approved leave period, the employee will be subject to corrective action up to and including termination of employment.

ARTICLE 12: GRIEVANCE PROCEDURE

MSEA-SEIU and the Authority agree that 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-SEIU 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 supervisors with authority to resolve the complaint.

- d) The department head shall respond within ten (10) work days of receipt of the grievance, which time shall include an informal meeting as may be requested by either party.
- 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 be responsible for taking such steps as are advisable, including consultation with supervisors with authority to resolve the grievance, in an effort to resolve the grievance.
 - d) The department head shall respond within ten (10) work days of receipt of the grievance, which time shall include an informal meeting as may be requested by either party.
 - e) 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, the employee and/or his/her representative shall forward the grievance form to the Authority's 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 or designee shall meet, upon request, with the employee and/or his/her representative within fifteen (15) work days thereafter and shall provide the employee and/or his/her representative with a written decision within fifteen (15) work days of receipt of the grievance or ten (10) work days after the meeting.
- 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-SEIU 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; and

 - 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.
 - b) The request shall include:
 - 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) Such submission shall occur within twenty (20) work days of the date MSEA-SEIU 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) Upon receipt by the Human Resources Director or his/her designee of a request for arbitration, the parties shall mutually agree upon an arbitrator within ten (10) work days.

i) In the event the parties cannot agree to an arbitrator within ten (10) work days of the receipt of the request for arbitration, 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' or

designee's 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-SEIU 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' or designee's receipt of the request for arbitration, MSEA-SEIU 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 be requested to issue a written decision within twenty (20) work days after the completion of the proceedings.
 - v) 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.

- vi) Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.
 - vii) The decision of the arbitrator on any issue submitted to him/her 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-SEIU 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 or designee to prepare its case.
- c) Except for as otherwise defined in this Article, the Authority and MSEA-SEIU 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-SEIU shall have the exclusive right to represent employees in any grievance.
- b) When an employee elects to present a grievance at Step 1, 2, or 3 without representation, MSEA-SEIU shall have the right to be present at any grievance step meeting and shall receive copies of written determination, 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 (2) or more employees within the same work division may be initiated and processed jointly before the most immediate common supervisor.
- e) The Authority representatives and MSEA-SEIU may mutually agree when circumstances warrant to bypass steps of the grievance procedure.
- f) The Authority representatives and MSEA-SEIU 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 his/her 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 of any employee covered hereunder to present his/her own grievance, as 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 his/her representative meet the time limits or extensions thereof.
- j) Failure of the Authority and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA-SEIU may proceed to the next step.
- k) An aggrieved employee, the employee's steward, and any employee's witnesses as may be reasonable shall not suffer any loss of pay or shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' scheduled working hours, provided

however that when such activities extend beyond such employee's or witnesses' scheduled working hours, such time shall not be construed as time worked.

- l) Such release time shall not be considered to include preparation of paper work, recordkeeping, conferences among Association 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 actions 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-SEIU 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-SEIU.

- 4) Management and Labor shall appoint their respective members to the Committee.
- 5) The Authority and MSEA-SEIU 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 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-SEIU and the Safety Coordinator determine it to be necessary.
- c) Authority Directors and Human Resource Staff (Environmental Coordinator and/or Training Coordinator,) may be invited to attend meetings in an advisory capacity on a case-by-case basis.

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/or 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 about processes;
 - ii) Recommend equipment or training needs if applicable; and/or

- 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 for any scheduled committee activities.
 - 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 will contribute thirty percent (30%) of the difference between the total insurance premium for health insurance coverage for the full-time employee and his/her dependents and the premium for employee-only coverage, if the full-time employee enrolls his/her dependents in the health insurance program; and
 - b) The Authority shall pay the balance.
- 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 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 coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

- a) Any employee eligible for dependent coverage who elects to waive 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 selected 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 premiums in effect the month the premiums are paid.
- e) If the employee wishes to be reinstated on the health insurance policy or change his/her coverage, 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 or to be 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 will be effective the first day of the following 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 is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the Authority the balance of any over payment.

ARTICLE 16: LAYOFFS

- 1) In the event of a contraction of the work force by this Agreement, employees shall be laid off in inverse order of their seniority within their work division as defined in Article 28 Seniority, Section 2.
- 2) In lieu of a 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 any collective bargaining unit 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 pursuant to the preceding provisions shall have like displacement rights.
- 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 three (3) 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 of recall shall be forfeited in the event that the affected employee failed 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

1) Bereavement Leave

- a) Each employee covered by this Agreement shall be allowed up to:
 - i) Forty (40) hours of leave with full pay for the death of the employee's spouse or significant other as defined in Section 6 of this Article, children, parents, stepparents, and stepchildren; and

 - ii) Up to twenty-four (24) hours of leave with pay for the death of the employee's brother, sister, guardian, grandparents, grandchildren, ward, parents of the spouse, grandparents of the spouse, brother or sister of the spouse and spouse of the brother or sister.

- iii) Furthermore, each employee shall be allowed up to eight (8) hours of leave with full pay for the death of the employee's aunt, uncle, niece, or nephew.
 - b) 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 his/her jury earnings and make same amount payable to his/her employer.
 - c) If an employee is serving on a jury at a time he/she would not otherwise receive pay from the Authority, it is not necessary to report such earnings.
- 3) 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; and
 - 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 those employees subject to call-out.
- i) For 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, an employee must be in payroll status on the date of the holiday.
 - d) Payroll status is defined to mean:
 - i) That the particular employee shall either be actively employed with the Authority on his/her last regular work day for his/her entire regularly scheduled shifts prior to and after the occurrence of the holiday, or
 - ii) The employee is exhausting accrued leave time for all the hours of his/her regularly scheduled shifts prior to and after the occurrence of the holiday.
- 4) Leave of Absence
- a) An employee may, for non-medical reasons, be granted a leave of absence without pay at the discretion of the Authority.
 - b) Such leave of absence shall not be unreasonably

denied.

- 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 him/herself responsible for such payments.

5) 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 his/her Department Head with a copy of official orders.

6) Sick Leave

- a) Sick leave credits shall be earned and accumulated at the rate of one (1) day per calendar month of service.
- b) Sick leave credit shall be earned and may be used from the employee's date of employment.
- c) An employee shall be deemed to have earned one

(1) day sick leave per calendar month if a minimum of ten (10) work days shall have been actually worked in that month.

- d) 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 for which sick leave credits were accumulated.
- e) An employee absent under sick leave must report the fact to his/her supervisor as soon as possible, together with the reason for the absence.
- f) Sick leave will be exhausted at the rate of eight (8) hours each day.
- g) Sick leave may be used for:
 - i) Illness or other physical disability of the employee or for illness of a member of the employee's immediate family or for necessary medical or dental care of the employee or his/her immediate family, defined in this instance as spouse, significant other, child, stepchild, ward, parent(s), or legal guardian(s).
 - ii) The illness or necessary medical or dental

care of employees' relatives if the employee is personally responsible for the care of the relative at the time of the illness or necessary medical or dental care.

- (1) Relatives shall mean: parents of the spouse, brothers and sisters, grandparents, or grandchildren.
 - (2) For purposes of this Article, "significant other" means:
 - (aa) That a relationship exists between two (2) 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.
 - (bb) This relationship must have existed for at least two (2) continuous years before benefits under this Article may be provided.
- 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) 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 credit.
 - k) The use of sick leave for purposes other than provided herein is improper.
 - l) An employee so abusing sick leave, including repeated absences before and after scheduled days off, may be subject to disciplinary action in accordance with Article 7, Discipline.
 - m) 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, to determine the employees' ability to perform their duties.
- 7) Use of Sick and Vacation Leave
- a) Whenever an employee uses either sick leave or vacation allowance and has actual work time in the same payroll period, he/she 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) Receive 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:
 - i) The appropriate number of hours must be taken when either vacation or sick leave is taken during a payroll week.
 - ii) If an employee has no leave time available, the requested leave is granted at the discretion of the Authority.

8) Vacation

- a) Vacation shall be accrued 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) Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.
- d) Employees shall be entitled to schedule vacations for periods of time requested by them and

approved by the Authority which shall make provisions to relieve them from their job responsibilities during such period of time.

- e) Vacation requests shall not be unreasonably denied.
- f) Use of vacation allowance shall be at a rate of forty (40) hours per week.
 - i) The Authority may authorize use of vacation allowance if requested by the employee, at a rate per week less than forty (40) hours.
 - ii) Such authorization shall be at a rate of thirty (30) hours minimum per week, except that the Authority may authorize a lesser rate per week if requested by the employee for the purpose of using vacation allowance to supplement sick leave.
- g) Upon request, employees shall be paid in advance of their regular pay day prior to the vacation for any regularly scheduled vacation period which falls within the same budget year.
- h) Accumulated vacation leave credits to the extent accumulated under Section 8b of this Article shall be compensated upon termination of service with the Authority.

- i) 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.
 - j) Vacation leave credits shall be earned and may be used from the employee's date of employment as a permanent full time employee.
- 9) Workers Compensation

In the event an employee is awarded any weekly compensation under the provisions of the Workers Compensation Act, he/she may elect to have the difference between the amount of Workers Compensation and regular weekly salary, excluding any overtime, deducted from available leave credits.

ARTICLE 18: LISTS OF EMPLOYEES

The Authority shall furnish to MSEA-SEIU 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 any employee for whom such information has changed during the period covered by the report.

ARTICLE 19: MAINTENANCE OF BENEFITS

Nothing in this Agreement shall be construed as abridging, amending, or waiving any rights, benefits, or privileges previously 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-SEIU.

ARTICLE 20: 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 following are vested exclusively in the Authority:
 - a) The right to appoint permanent full time, permanent part time, temporary, seasonal and on-call employees;
 - b) The right to promote;
 - c) The right to discipline or discharge for just cause;

- d) The right to lay off for lack of work or other legitimate reasons;
 - e) The right to reduce the number of hours of operation;
 - f) The right to transfer;
 - g) The right to assign work to employees;
 - h) The right to determine job content;
 - i) The right to classify new positions or eliminate job classifications; and
 - j) The right to establish reasonable rules, not inconsistent with this Agreement.
- 2) In the event that the Authority eliminates a job classification, MSEA-SEIU shall be notified at least twenty (20) work days in advance of such elimination.
- 3) Except as otherwise provided in this 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:
- a) The determination of the number and location of its crews;

- b) The services to be performed;
- c) The machinery, tools, equipment, and materials to be used;
- d) The work schedules and methods of operation; and
- e) The extent to which work will be subcontracted.

ARTICLE 21: 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-SEIU 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.
- 4) 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.
 - a) The employee shall make the exclusive selection in writing after the Step 3 decision is received but before a Step 4 appeal.
 - b) 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 22: PAYROLL DEDUCTION

- 1) The Authority hereby grants to MSEA-SEIU exclusive right to payroll deduction 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 employees and a certification from the proper official of MSEA-SEIU as to the amount of such dues and premiums.

- a) The Authority shall continue deductions currently in effect as of the date of this Agreement.
 - b) The Authority shall forward all such dues and premiums each month within fifteen (15) work days following the end of the last payroll period of the month to the proper official of MSEA-SEIU in Augusta, Maine.
 - c) The Authority shall not be responsible for collecting dues and premiums after a fifteen (15) work day period, as noted in the preceding sentence, from employees who are in a not-on-payroll status.
- 3) MSEA-SEIU 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-SEIU pursuant to this Article.
 - 4) The Authority shall not be obligated to apply any of the above procedures to temporary, seasonal, or on-call employees.

ARTICLE 23: PERSONNEL FILES

- 1) Upon request an employee shall be permitted to review his/her personnel file during normal office hours.
 - a) He/she shall be allowed to have placed in such file a response to anything contained therein which he/she considered 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 an employee shall be provided with copies of any and all materials in his/her personnel file.
- 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 or written reprimands shall be removed from personnel files after two (2) years from the date of entry if the employee has received no subsequent discipline at the same or greater level since the date of entry.
- 5) All discipline shall be removed from an employee's file after a four (4) year period from the date of entry into the personnel file, if the employee has received no

suspensions during that period.

ARTICLE 24: PRODUCTIVITY

- 1) It is the objective of the Authority and MSEA-SEIU to encourage efficiency and satisfactory productivity in connection with all activities of the Authority involving employees.
- 2) The Authority and MSEA-SEIU shall make every effort to mutually accomplish this objective.

ARTICLE 25: 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 work force.
- 2) The provisions of this Article shall not prohibit the Authority from continuing its present policies in regard to work or services performed on a contract basis.
- 3) 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.

- 4) Should the Authority assign work to employees within this bargaining unit presently performed by contracting out or assigned to persons other than employees within this bargaining unit, the Authority shall maintain the ability to return to contracting out or assigning to persons other than employees within this bargaining unit that same work within a five (5) year period.

ARTICLE 26: RECLASSIFICATION REQUESTS

- 1) An employee and MSEA-SEIU may submit to the employee's respective Director a written request for reclassification, including the reasons for the request.
- 2) The Director or his/her designee will meet with the employee and MSEA-SEIU to discuss the reasons for the reclassification request, and specifically address why the position classification should be increased.
 - a) Such request should include duties currently assigned to the position and how those differ from the previously assigned responsibilities.
 - b) Such description may require demonstration by the requesting employee at his/her worksite.
- 3) If the request for reclassification is denied, such denial shall be delivered in writing to the employee with a copy to MSEA-SEIU.

- 4) The employee and MSEA-SEIU may appeal the decision of the Department Director to Human Resources.
 - a) Such appeal must be in writing.
 - b) The Director of Human Resources (or his/her designee) shall meet with the employee and MSEA-SEIU within ten (10) work days of receipt of the reclassification appeal.
 - c) The decision from Human Resources shall be in writing and delivered to the employee with a copy to MSEA-SEIU.
- 5) The employee and MSEA-SEIU may appeal the decisions from Human Resources and the Department Director to the Executive Director.
 - a) Such appeal shall be in writing and delivered to the employee with a copy to MSEA-SEIU.
 - b) The decision of the Executive Director shall be final.
- 6) When the employee's reclassification request is approved at either the Human Resource or Executive Director levels, the employee shall be paid retroactively to the date of the original request.
- 7) No employee shall suffer reduction in existing salary as a result of reclassification.

ARTICLE 27: RECOGNITION

- 1) The Authority, pursuant to Title 26 of the Maine Revised Statutes Annotated, Chapter 9-A, Section 967(1), recognizes MSEA-SEIU as the sole and exclusive representative of all employees of the Authority who comprise the Supervisors Bargaining Unit, as defined in Appendix A.
- 2) The Authority and MSEA-SEIU recognize that, as supervisors, the employees covered by this Agreement are:
 - a) Charged with the execution, implementation, and fulfillment of the work programs delegated to them in their supervisory roles by the Authority on an on-going, day-to-day basis;
 - b) In the performance of these duties, said employees are necessarily invested with the trust and confidence of the Authority which they accept; and
 - c) Said employees do hereby represent that they will, to the extent of their ability, discharge and carry out their respective supervisory duties in the best interest of the Authority which itself is acting pursuant to the powers and duties accorded it by the Legislature of the State of Maine.

ARTICLE 28: SENIORITY

1) General Provisions

- a) Seniority is defined as the length of continuous employment beginning with the most recent date of permanent hire with the Authority.
- b) In the event the most recent date of permanent hire is the same:
 - i) Seniority shall be determined by the employee's name at date of hire, and shall be redefined if there are breaks in employment:
 - (1) The employee with the first letter of their last name closest to A will be considered senior;
 - (2) 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.
 - ii) 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.
- c) An employee on leave with pay, military leave, in

the first year of layoff and while eligible for recall, 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) 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.

4) During Layoff

- a) During periods of layoff beyond one year, the employees' seniority does not continue to accrue.
- b) In the event of return, the employee shall regain his/her seniority earned to the date of his/her most recent layoff, plus up to one year while on layoff, and continue to accrue seniority from and after the date of his/her return to work.

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, these employees may be called in any sequence.

ARTICLE 29: 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 provisions 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 30: STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

- 1) MSEA-SEIU 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 suspension 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 term of this Agreement or any extension thereof will constitute a violation of the terms and provisions of this 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
 - b) Shall instruct them to return to their normal duties.
 - c) 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 the Agreement.

ARTICLE 31: 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, Maine 04102
 - b) Maine State Employees Association – SEIU
65 State Street
Augusta, Maine 04330-5126
- 3) In no event shall the 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 32: 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.

- a) The Authority may effect such a transfer into a vacant position at any location not more than 60 miles from the employee's current work site.
- b) Transfers into occupied positions shall be by mutual agreement with the individual into whose position the Authority seeks to transfer another for workplace harmony purposes.

ARTICLE 33: 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 34: USE OF AUTHORITY FACILITIES

- 1) The Authority shall provide to MSEA-SEIU and its Turnpike Supervisors Chapter use of appropriate rooms, to the extent that such are available within existing Authority facilities, for meetings of employees and representatives of MSEA-SEIU.
 - a) Advance arrangements shall be made between the parties; and
 - b) The location, time, and date of such meetings shall be mutually agreed to by the Authority and MSEA-SEIU.
- 2) MSEA-SEIU 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) The President and Secretary of the MSEA-SEIU Turnpike Supervisors Chapter shall be permitted to use, in conjunction with their Chapter duties, Authority telephones to which they normally have access during their work day for non-toll or toll-free calls.

ARTICLE 35: 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 20 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 will 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 the right to bid for such 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 (external) based on determination by the Authority per Section 4b 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 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 36: 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) 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 37: WITHDRAWAL OF RESIGNATION

- 1) An employee wishing to resign should submit written notice to the Executive Director at least twenty-one (21) calendar days in advance of the effective date of his/her resignation.
- 2) Within five (5) work days from the date the written notice is received by the Executive Director, the employee may request the Authority to consider the withdrawal of his/her resignation.
- 3) The determination for rejecting or granting a request for the withdrawal of a resignation rests solely with the Authority.
- 4) Such approval shall not be unreasonably denied.

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:



Scott Lachance, Chapter President, Fare Collection



Richard Dionne, Team Member, Highway Maintenance



Kristen Kloth, Team Member, Communications



Mark Perry, Team Member, Equipment Maintenance



Jeffrey Stevens, 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: Bargaining Unit

The Supervisory Bargaining Unit is comprised of employees of the Authority in the following classifications:

AUTHORITY HEADQUARTERS CLASSIFICATION

Accountant I

Accountant II

Accountant III

Assistant Customer Service Supervisor

Communications Center Supervisor

Customer Service Supervisor

EZPass™ Quality Review Specialist

System Maintenance Supervisor

BUILDING MAINTENANCE CLASSIFICATION

Building Maintenance Foreman

Supervisor of Building Maintenance

EQUIPMENT MAINTENANCE CLASSIFICATION

Automotive Mechanic Foreman

Supervisor of Equipment Maintenance

FARE COLLECTION CLASSIFICATION

Fare Collection Superintendent

Toll Plaza Supervisor - New Gloucester

Toll Plaza Supervisor - York

HIGHWAY MAINTENANCE CLASSIFICATION

Highway Division Supervisor

Highway Maintenance Foreman

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 (2) 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 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 Association 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 requested by either party.
- 10) During the term of this Agreement, the Mediator will be jointly selected by the Authority and MSEA-SEIU.

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.
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 (Shop) 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, group of unit members, or MSEA-SEIU with respect to the interpretation of application of a specific term of this Agreement.
9. Grievant: The unit member, group of unit members, or MSEA-SEIU making a complaint under the Article 12 Grievance Procedure.
10. Work Day: All days exclusive of Saturdays, Sundays, and officially recognized Authority holidays as recognized in Article 17 Leave.

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:

Janine Bowk, Field Rep.
For Maine State Employees Association, SEIU Local 1989

8/29/14
Date

James G. Conier
For Maine Turnpike Authority

9/4/2014
Date