

**MSEA VACATION ACCRUAL MAXIMUM AND SICK LEAVE ADVANCE  
MEMORANDUM OF AGREEMENT**

The Maine Service Employees Association, SEIU Local 1989 (“MSEA”) and the Executive Branch of the State of Maine (“State”) hereby agree as follows for the Supervisory Services, Professional and Technical Services, Administrative Services, and Operations, Maintenance, and Support Services bargaining units:

Temporary Suspension of Vacation Accrual Maximum

1. The parties understand that due to the emergency caused by COVID-19, operational needs may interfere with certain employees using their accrued vacation leave in time to avoid exceeding the maximum allowed leave accruals set forth in the collective bargaining agreements.
2. The parties agree that as a result of this emergency, the maximum accruals of vacation leave set forth in the Vacation article of the applicable collective bargaining agreement shall be suspended during the term of this MOA.
3. During the term of this MOA, employees may carry a vacation balance in excess of maximums set forth in the applicable collective bargaining agreement through December 2021, or sooner if this Agreement is terminated pursuant to paragraph 10.
4. Employees leaving their position will be paid only for the maximum accrued vacation as set forth in the applicable collective bargaining agreement. Employees leaving a position in one state agency for a position in another cannot be paid for or transfer more than the maximum accrued vacation as set forth in the collective bargaining agreement, or receive any combination of pay or transferred leave that exceeds the collective bargaining agreement maximum.
5. Notwithstanding this Agreement, it is understood that employees are encouraged to take vacation as allowed by operational needs, and that subject to operational needs, supervisors and managers should encourage their subordinates to take such leave so that the employees will not be at risk of losing vacation upon termination of this Agreement.

6. Unless this Agreement is terminated pursuant to paragraph 10, this Agreement will terminate on December 31, 2021. On January 1, 2022, or ninety (90) days after notice of termination if the Agreement is terminated pursuant to paragraph 10, the contractual maximum accrual limits will be in effect. At such time, all accrued vacation leave over the contractual maximum will be removed from employees' leave balances and cannot be restored.

#### Advance Sick Leave to be Earned in 2021

7. Because employees are strongly encouraged or required to stay home if they feel sick, and because on December 31, 2020, the FFCRA leaves for covered employees and administrative leave for exempt employees will expire, in January 2021, agencies will advance to each employee the sick leave the employee is scheduled to earn during 2021.
8. Such sick leave can be used pursuant to the terms of the applicable collective bargaining agreement. In addition, during the term of this MOA, it can be used if it is necessary for the employee to care for the employee's child whose school or day care is closed or childcare is unavailable due to COVID-19. In addition, such leave can be used if necessary for the employee to quarantine due to COVID-19, unless the quarantine is required as a result of out-of-state travel.
9. An employee who leaves state service during 2021 will have the unearned (that portion of sick leave that the employee would not yet have been credited with but for this MOA) portion of the employee's sick leave balance removed from the employee's ending sick leave balance. If at the time of separation the employee does not have enough sick leave balance to cover the unearned sick leave the employee has already taken, then the pay for any such unearned sick leave taken will be recouped from the paycheck(s) issue to the employee after the employee's separation.

#### Termination of this Agreement

10. The State can terminate this Agreement at any time with thirty (30) days' notice to the Maine Service Employees Association. If the State provides such notice of termination, the maximum vacation accrual limit will go back into effect ninety (90) days from the date of the

notice. Requests for and the granting of vacation leave during this period shall continue to be subject to operational needs and in accordance with the collective bargaining agreement.

11. If this Agreement is not terminated pursuant to paragraph 10, it will automatically terminate on December 31, 2021.

12. Upon termination, the terms of the collective bargaining agreements in effect at that time with respect to the earning, use, and payment for vacation and sick leave shall apply, except that paragraph 9 of this Agreement shall remain in effect if this Agreement is terminated prior to December 31, 2021.

Seen and agreed:

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Breena Bissell, Director                      date  
Bureau of Human Resources

*/s/ Tom Feeley*                      12/3/20  
Tom Feeley, General Counsel              date  
MSEA, SEIU Local 1989