

# **AGREEMENT**

between

**THE MAINE TURNPIKE AUTHORITY**

and

**MAINE SERVICE EMPLOYEES  
ASSOCIATION**

**LOCAL #1989, SEIU, AFL-CIO, CLC**

Headquarters Unit  
2020-2023

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## **ARTICLE 1: ACCESS TO EMPLOYEES**

1. The Maine Turnpike Authority (herein also referred to as the Authority) shall provide access to employees during working hours by Maine Service Employees Association, 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: ASSOCIATION RIGHTS**

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.
  - 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 seven (7) Authority employees who are MSEA-SEIU members and are delegated by the MSEA-SEIU Maine

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

- D. 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 five (5) MSEA-SEIU delegates to attend the area caucus meetings, if such leave is applicable.
- E. The Authority shall grant administrative leave, if applicable, for any member of the Maine Turnpike Chapter who is an officer of MSEA-SEIU to attend MSEA-SEIU meetings.
- F. 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.

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

## 2. Leave With Pay for Negotiations

- A. The Authority shall grant up to twenty (20) hours of administrative leave, if applicable, to the incumbent Chapter President and to the additional MSEA-SEIU

designated bargaining representatives to prepare for negotiations.

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



make every effort to accommodate each other's interests.

3. Stewards

- A. Upon the implementation of this Agreement and from time to time thereafter during the term of this Agreement, MSEA-SEIU may designate Authority employees to serve as stewards.
- B. There shall be designated at one time no more than ten (10) stewards, including at least one (1) from each bargaining unit of the Maine Turnpike Chapter, a list to be provided to the Authority with all updates, containing the names of the designees and their areas of authority.
- C. Two (2) of the Stewards may be designated as Chief Stewards.
- D. Authority employees designated by MSEA-SEIU as stewards may investigate and process grievances within their designated areas of authority during work hours to a maximum extent of two hundred (200) hours of compensation annually for ten (10) stewards collectively, and such hours shall be considered as administrative duty.
- E. A steward serving on the MSEA-SEIU grievance committee may request that any hours served in that capacity be counted toward the collective two

hundred (200) hour allotment of administrative duty.

- F. In the event an individual steward, because of unusual circumstances, should be required to request an addition to the two hundred (200) hours referred to above, such request could be granted if mutually agreed to by the steward's Department Head or the Human Resources Department and MSEA-SEIU.
- G. Any hours granted beyond two hundred (200) hours collectively will not be considered administrative duty.
- H. Permission for stewards to leave their work station for these purposes may be granted upon request to the most immediate supervisor not a member of the Headquarters Bargaining Unit.
- I. Chief Stewards have regular duties as stewards and shall also be responsible for the following:
  - i. Filling in for an absent steward;
  - ii. Coordinate grievances involving more than one (1) bargaining unit;
  - iii. Filling in as steward where a conflict arises with the worksite steward;

- iv. Coordinate and supervise acts of the stewards.
- J. When a Steward/Chief Steward uses administrative duty or leave to investigate a possible grievance, that steward shall, within fourteen (14) days, submit a written statement to the Authority with a copy to MSEA-SEIU as to the amount of time used and the purposes stated for any activity during the previous month.
- K. The Authority shall grant administrative duty if needed to stewards for the purposes of attending two (2) steward training sessions per year conducted by MSEA-SEIU.

### **ARTICLE 3: BULLETIN BOARDS**

- 1. The Authority shall provide a reasonable amount of bulletin board space for the use of MSEA-SEIU and its Maine Turnpike Chapter in an accessible place in each area occupied by a substantial number of employees and at each location where bulletin boards are presently provided, including Administrative Headquarters, for the purpose of posting bulletins, notices and other materials.
- 2. For other than routine business materials, materials to be posted shall be forwarded to the Executive Director for approval in advance of posting.
  - A. The Authority shall notify the appropriate MSEA-

SEIU or Maine Turnpike Chapter official of its approval or disapproval prior to the intended posting date.

- B. Unless impractical, such material shall be forwarded at least five (5) work days in advance.
  - C. If forwarding at least five (5) work days in advance is impractical, the parties will make every effort to accommodate each other's interests.
3. For purposes of this provision, routine business materials shall be limited to bulletins, notices and other materials pertaining to MSEA-SEIU or Maine Turnpike Chapter recreational and social affairs, meetings, appointments, MSEA-SEIU or Maine Turnpike Chapter internal elections and results of elections, committee reports and internal policies, procedures, rulings, services and programs.

#### **ARTICLE 4: COMPENSATION**

- 1. Acting Capacity
  - A. When an employee is assigned temporarily to a job for which the employee is qualified in a higher classification for a minimum of one (1) eight (8) hour work day, the employee shall be paid in a higher classification at a rate at least one (1) step higher than in the employee's own range of classification.

- B. Acting capacity assignments:
  - i. Seniority shall not be a factor in such temporary assignments.
  - ii. In no event may an employee acquire any status in a higher classification as a result of a temporary assignment.
- C. Acting capacity assignments shall not be made arbitrarily or capriciously.

## 2. Allowances

### A. Boot Allowance

- i. The Authority agrees to reimburse certain employees as defined in this Section for purchases of boots necessary to perform their jobs in an amount not to exceed two hundred dollars (\$200.00) annually:
  - a. Custodial Worker II - HQ
  - b. Toll System Maintenance Technician
- ii. These payments will be made by payroll reimbursement following submission of receipts by the employees and approval of the purchases by their department heads.

- iii. Requests for reimbursement supported by proof that the boots purchased are appropriate to perform one's job shall not be unreasonably denied.
- iv. Employees eligible for both boot and clothing allowances may utilize those amounts interchangeably.

B. Clothing Allowance

- i. The Authority shall provide clothing reimbursement to eligible employees defined in this Section for purchases of clothing necessary to perform their jobs in an amount not to exceed three hundred dollars (\$300.00) annually:
  - a. Custodial Worker II – HQ
  - b. Toll System Maintenance Technician
- ii. Such payments will be made by payroll reimbursement following submission of receipts by the employees and approval of the purchases by their department head and the Safety Coordinator if safety related.
- iii. Requests for reimbursement supported by proof that the clothing purchased is

appropriate to perform one's job shall not be unreasonably denied.

- iv. The Authority shall also provide employees in these classifications:
  - a. Individual lockers appropriately located and adequate for storage of normal work gear, when the facilities permit.
  - b. Foul weather gear, including rain suits and boots, on an as-needed basis.

C. Telephone Allowance

- i. The Authority shall pay twenty-five dollars (\$25.00) monthly towards the basic monthly telephone bill for all employees covered by this Agreement who are subject to call-out, except those whom the Authority has issued phones at Authority expense.
- ii. For purposes of this Section, only employees in the following classifications are deemed to be subject to call-out:
  - a. Custodial Worker II - HQ
  - b. Toll System Maintenance Technician

#### D. Tool Allowance

- i. The Authority shall reimburse the Toll System Maintenance Technicians for purchases of tools necessary to perform their jobs in an amount not to exceed four hundred dollars (\$400) annually:
- ii. These payments will be made by payroll reimbursement following submission of receipts by the employee and approval of the purchases by their department.
- iii. The Authority and MSEA-SEIU acknowledge that it is traditional for Toll System Maintenance Technicians to provide their own regular working trade tools.
  - a. For this reason, tools which wear out in the normal course of work will not be replaced by the Authority.
  - b. However, any tool which is actually broken in the course of performing work on behalf of the Authority will, upon appropriate proof and presentation to one's immediate supervisor, be replaced with a tool of like quality.
- iv. Any tools which can be said to be unusual, and not regularly used by the employee, but



nevertheless required to perform certain kinds of work:

- a. Upon submission of request and approval by the Purchasing Manager and department head, will be provided to the Toll System Maintenance Technicians for the purpose requested.
  - b. Such tools shall be and remain the property of the Authority.
- v. The Authority shall continue to provide space for the storage of tools by the Toll System Maintenance Technicians who will be responsible for placing the tools within said storage areas.
- a. If such tools, while properly secured in said storage areas are damaged, destroyed or stolen, shall be replaced by the Authority with similar tools at no cost to the eligible employee affected.
  - b. The coverage of this clause is intended to be co-extensive with the coverage described in the specimen insurance policy, a copy of which, upon request, is to be filed with MSEA-SEIU and made available to the employees involved.

### 3. Call-Out

- A. Employees who are called-out for work before or after their regularly scheduled work hours or are called-out on their scheduled day off shall receive pay for a minimum of four (4) hours' time.
- B. The four (4) call-out hours shall be paid based on the pay rate status each employee is in at the time the call-out commences, unless the actual work required by the call spans two work days.
- C. If the actual work spans two work days, the actual hours worked in the first work day shall be paid at the pay rate status the employee is in at that time, and the remaining call-out hours shall be paid at the pay rate status the employee is in at the time when work is performed in the second work day.
- D. The four (4) hour minimum pay benefit in this section does not apply:
  - i. To a call-out that is two (2) hours or less prior to the start of the employees' regular work day or shift if the employees continue to work until the beginning of that work day or shift; or
  - ii. To work required of employees who are held over at the end of their regular work day or shift.

- E. Employees on call-out may be required to perform work other than that for which they were called-out if the work is consistent with their regular duties or is required by an emergency.

#### 4. Compensating Time

- A. Compensating time is, for purposes of this Unit, defined as that time off from work which certain employees described below shall be entitled to take during what would otherwise be work time in that employee's regular work week, without loss of pay.
- B. Compensating time eligible employees in this Unit include:
  - i. Accountant III
  - ii. Accounts Payable Processor
  - iii. Business Accounts Processor
  - iv. Custodial Worker II – HQ
  - v. EZPass Customer Service Representative
  - vi. Toll Revenue Auditor
  - vii. Toll System Maintenance Technician
  - viii. Violation Image Review Processor

- ix. Violation Notice Processor
- C. Such time shall be accumulated and used by such employee as follows:
- i. Eligible employees, if called upon to perform actual work outside their regularly scheduled work week, shall become entitled to one and one-half (1½) hours of compensating time for the number of hours so worked.
  - ii. These employees shall be permitted to earn a maximum of forty (40) hours per calendar year.
  - iii. The employees set forth above may elect compensating time instead of overtime pay by submitting a request in writing to their immediate supervisor by Friday noon of each payroll week, up to the maximum calendar year limit.
- D. Compensating time may be taken at such time or times as mutually agreed to by the employee and the employer.
- E. All compensating time not taken by the last payroll period of any calendar year will be paid to the employee in lieu of such compensating time.
- F. All earned compensating time shall be recorded on

the employee's weekly time sheet in which such time has been earned.

- G. Upon request, employees shall be entitled to receive a record of their accrued compensating time.

## 5. General Salary

- A. Effective December 27, 2020 the basic wage or salary of each employee covered by this agreement shall be increased by one percent (1%) or the Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast, whichever is higher, per hour.
- B. Effective December 26, 2021 the basic wage or salary of each employee covered by this agreement shall be increased by one percent (1%) or the Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast, whichever is higher, per hour.
- C. Effective December 25, 2022 the basic wage or salary of each employee covered by this agreement shall be increased by one percent (1%) or the Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast, whichever is higher, per hour.

## 6. Holiday Work

- A. Employees who call in sick the last scheduled work day before and the next scheduled work day after a

holiday shall be paid only their regular rate of pay for each hour of work on such holiday, and will not be entitled to holiday pay described in this Section.

- B. Employees performing work on a holiday will be paid one and one half (1½) times their regular hourly pay for each hour of work on such holiday regardless of whether in overtime or regular status.
- C. Employees 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 their regular hourly pay for each hour of work on such holiday regardless of whether in overtime or regular status.
- D. The foregoing compensation shall be in addition to regular holiday pay.

## 7. Licenses

- A. The Authority shall reimburse employees for the cost of required licenses where a specific license is required.
- B. Such payments will be made by payroll reimbursement following submission of receipts by the employee and department head approval.

## 8. Longevity

- A. Upon December 25, 2016, employees shall be eligible for the following longevity benefit:
- i. Employees with ten (10) up to fifteen (15) years of continuous service with the Authority shall receive longevity pay of (\$.75) per hour to their base hourly rate of pay.
  - ii. Employees with fifteen (15) up to twenty (20) years of continuous service with the Authority shall receive an additional longevity pay of seventy-five cents (\$.75) per hour, totaling one dollar and fifty cents (\$1.50) per hour to their base hourly rate of pay.
  - iii. Employees with twenty (20) up to twenty-five (25) years of continuous service with the Authority shall receive an additional fifty cents (\$.50) per hour, totaling two dollars (\$2.00) per hour to their base hourly rate of pay.
  - iv. Employees with twenty-five (25) up to thirty (30) years of continuous service with the Authority shall receive an additional fifty cents (\$.50) per hour, totaling two dollars and fifty cents (\$2.50) per hour to their base hourly rate of pay.
  - v. Employees with thirty (30) or more years of

continuous service with the Authority shall receive an additional fifty cents (\$.50) per hour, totaling three dollars (\$3.00) per hour to their base hourly rate of pay.

9. Mandatory Meetings

- A. If employees are required by a department head to attend a scheduled mandatory meeting outside of their regularly scheduled work day, they 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 ( $1\frac{1}{2}$ ) times their hourly rate of pay for time worked in excess of forty (40) hours in any week.
- B. For purposes of this Agreement, the work week shall be deemed to commence at 12:01 AM Sunday and to terminate at 12:00 AM of the following Sunday.
- C. All employees whose regularly scheduled workday is up to eight (8) hours shall be paid at the rate of one and one half ( $1\frac{1}{2}$ ) 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. Salary Schedule

- A. The rates of compensation set forth in the Authority's Salary and Wage Plan effective December 27, 2020 shall be provided upon request.
- B. The computation to determine overtime payments is to be based solely on time actually worked, except for any time not actually worked as a result of the four (4) hour call-out as provided in Section 3 of this Article.

#### 12. Shift Differentials

- A. For purposes of this Section, the Custodial Worker II-HQ is a shift employee.
- B. For shift employees within this classification:

- i. Shift 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. Shift 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.

### 13. Unused Sick Leave

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

(100%) of the employee's regular, hourly wage for those hours surrendered, which payment shall be made by December 15.

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 from any pay period in which they are surrendered.

**ARTICLE 5: COMPLAINTS AND INVESTIGATIONS**

- 1. This Article applies to complaints or allegations made externally and not from internal sources.
- 2. A department head shall be responsible for insuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated.
  - A. The investigator shall be the department head or designee; and
  - B. Shall be allowed to interview the complainant and any other witnesses prior to notifying the employee.

3. After preliminary investigation, which may include an informal discussion with the affected employee, the investigation will terminate if no probable cause is found.
4. When an investigator believes that probable cause has been established, the investigator shall inform the affected employee of the investigation.
  - A. When the employee under investigation is to be interviewed concerning alleged conduct which could result in disciplinary action, the employee shall be notified at least forty-eight (48) hours prior to the interview.
  - B. In the event of an emergency, such reasonable notice as the circumstances permit shall be given.
5. If an employee is to be interviewed only as a witness regarding an external complaint against another employee, that employee shall be so advised in advance.
6. Prior to being interviewed pursuant to this Article, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an MSEA-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. Confidentiality of the interview shall be maintained.
  - B. The interview shall be limited to questions which relate to the allegations of the complaint as they relate to job performance.
  - C. None of the persons participating in the interview shall be subjected to any offensive language directed at the other party during the interview.
8. The employee shall be informed in writing promptly, but no later than five (5) work days after the investigation is completed of any determination made, except when the matter has been terminated under Paragraph 3.
9. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the employee's personnel file.
10. Nothing in this Article shall be construed to affect the right of the Authority to immediately suspend or dismiss an employee pursuant to the provisions of the Discipline Article.
11. Employees subjected to an investigation, in accordance with this Article, shall be granted administrative duty for

any time spent away from their regular duties solely as a result of participating in the investigation process.

## **ARTICLE 6: CONTRACT ADMINISTRATION**

1. The Authority and MSEA-SEIU acknowledge that problems may arise during the administration of this Agreement which may require them to meet from time to time for the purpose of reviewing the administration of the Agreement.
2. The Authority and MSEA-SEIU agree to meet within a reasonable time at the request of either party.
  - A. Unless a problem is of an emergency nature, the party requesting a meeting will submit a written agenda five (5) work days in advance of any such meeting.
  - B. Discussions at the meetings are to be confined to the items contained in the agenda.
3. The Authority and MSEA-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. Administrative leave shall not be available to members of this unit for attendance at said meetings, unless agreed to by the Authority except as provided below.

5. Administrative leave will be granted to an appropriate steward to be selected by MSEA-SEIU provided payment or administrative leave is agreed to by the Authority.
6. In the event that the Authority and MSEA-SEIU are unable to resolve through such meeting any dispute involving the terms of this agreement, the dispute shall be referred to the appropriate step of the grievance procedure.

#### **ARTICLE 7: COPIES OF AGREEMENT**

1. The Authority shall cause this Agreement to be printed and shall furnish sufficient numbers of copies to MSEA-SEIU not to exceed two hundred (200) for distribution to employees as soon as practicable following the execution of this Agreement.
2. Each employee shall receive a current contract copy upon the completion of the employee's probationary period.
3. All current employees shall receive from MSEA-SEIU via postal mail a new copy of a signed agreement within thirty (30) calendar days following the completion of printing.

#### **ARTICLE 8: DISCIPLINE**

1. The Authority shall not discipline, suspend without pay or discharge any unit member without just cause.

2. Just cause will include, but not be limited to the following:
  - A. Sexual harassment;
  - B. Being under the influence of or using intoxicants, mind altering or otherwise illegal drugs while on duty;
  - C. Sale of intoxicants, mind altering or otherwise illegal drugs on Authority premises;
  - D. Dishonesty in any dealings with or for the Authority;
  - E. Brandishing weapons on duty or on Authority property;
  - F. Recklessness in the operation of any equipment; and/or
  - G. Failure to report for work or call in for three (3) consecutive work days.
3. An employee who is discharged or suspended shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the employee's last known address according to Authority records, of the discharge or suspension and the reasons therefor.
4. Verbal and written reprimands shall be issued promptly



to the affected employee with the reasons therefor and documented in the employee's personnel file.

- A. Verbal and written reprimands shall be delivered in person if reasonably possible.
  - B. If verbal or written discipline is not delivered in person, the Authority will deliver the reprimand by certified mail, return receipt requested, to the employee's last known address.
5. Prompt notice of the termination, suspension, written, or verbal reprimand of any employee shall be copied to MSEA-SEIU.
6. An employee or authorized MSEA-SEIU representative shall, within three (3) work days after receipt of a notice of suspension or discharge, or on the next available date by mutual agreement, be entitled to meet with an appropriate representative of the Authority in an attempt to settle the dispute.
- A. MSEA-SEIU will be notified in advance of any such meeting and the employee shall, if chosen, be entitled to representation by MSEA-SEIU.
  - B. If as a result of such effort, the dispute is not resolved the employee may be disciplined in accordance with the notice.
7. An employee may be placed on administrative leave in

order to conduct an investigation which may result in termination, suspension without pay, or other 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. Both the Authority and MSEA-SEIU endorse the principle of progressive discipline and acknowledge that in all cases, the discipline selected for a particular offense must be appropriate to the nature and circumstances of the case.
9. For purposes of this Article, progressive discipline will be defined as:
- A. Verbal warning;
  - B. Written reprimand;
  - C. Suspension without pay;
  - D. Discharge/Demotion.
10. The Authority and MSEA-SEIU recognize the importance of the Authority's Workplace Harmony and Respect Policy, and that violations of same are subject to

discipline, which may be subject to the grievance procedure of this Agreement.

## **ARTICLE 9: EMBODIMENT OF THE AGREEMENT**

1. The Authority and MSEA-SEIU acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Therefore, the Authority and MSEA-SEIU, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE 10: EMPLOYEE ASSISTANCE PROGRAM**

1. The Authority shall provide a comprehensive Employee Assistance Program (EAP) to provide confidential assessment and referral services for employees.

2. Services provided directly by the EAP shall be at no cost to employees.

## **ARTICLE 11: 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. The following employees shall be reimbursed by the Authority for tuition paid for advanced courses in their field taken while in the employ of the Authority provided that prior approval to take such course shall have been obtained from the Authority and provided that the employee shall have met the requirements of the agency offering the course for satisfactory completion thereof:
  - A. Deposit/Audit Clerk

- B. Printing Room Coordinator
  - C. Toll System Maintenance Technician
5. Cross Training Program
- A. When Authority positions may require additional knowledge and skill on the part of employees, the Authority will offer employees the opportunity to:
    - i. Have Authority training to acquire the knowledge and skill necessary to perform these duties and fill those positions;
    - ii. Retain or elevate employment with the Authority:
      - a. Provided the employee can qualify for the new position(s) within a reasonable training period as determined by the Authority; and
      - b. Be selected consistent with Article 35 Vacancies.
  - B. Skills and experiences gained from Authority sponsored training will be considered as qualifications when filling vacancies.
  - C. The Authority agrees to pay employees at their prevailing rate of pay during each training period.

6. Nothing in these provisions shall be construed as requiring the Authority to create a training program for all vacancies, nor to fill any vacancies which may occur.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

MSEA-SEIU and the Authority agree they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement; however, in the event such a complaint arises between the Authority and MSEA-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 superiors with authority to resolve the complaint.

- D. The immediate supervisor or departmental supervisor shall respond within ten (10) work days of receipt of the complaint.
- E. If the complaint is not satisfactorily resolved through the informal procedure, the complaint must be submitted on a grievance form and shall proceed to Step 2 of the formal grievance procedure.

## 2. Step 2: Formal Procedure

- A. Within ten (10) work days of receipt of the response at Step 1, the employee and/or employee 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:
    - a. Article;
    - b. Section; and
    - c. Clause;

- ii. Remedial action requested; and
- iii. Any supporting documentation relevant to the grievance.

C. The department head shall provide the employee and/or employee representative with the decision within ten (10) work days of receipt of the grievance, which time may include an informal meeting as may be requested by either party.

D. If not satisfactorily resolved at Step 2, the grievance may progress to Step 3 of the formal grievance procedure.

### 3. Step 3: Formal Procedure

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

B. The grievance form submitted must expressly specify:

- i. Why prior resolution attempts are not satisfactory;
- ii. Identification of the alleged violation of the contract or written regulation specifying the:



- a. Article;
    - b. Section; and
    - c. Clause;
  - iii. Remedial action requested; and
  - iv. Any supporting documentation relevant to the grievance.
- C. The Director of Human Resources shall meet, upon request, with the employee and/or employee representative and shall provide the employee and/or employee representative with a written decision within fifteen (15) work days of receipt of the grievance or the date of the meeting, whichever is later.
- D. If not satisfactorily resolved at Step 3, the grievance may progress to Step 4 of the formal grievance procedure.
4. Step 4: Formal Procedure
- A. In the event the grievance is not satisfactorily resolved at Step 3 above, then no later than twenty (20) work days following the Authority's written decision of the grievance at Step 3, MSEA-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:
    - a. Article;
    - b. Section; and
    - c. 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 or designee.
  - B. The request shall include:
    - i. Why prior resolution attempts are not satisfactory;
    - ii. Identification of the alleged violation of the contract or written regulation specifying the:
      - a. Article;
      - b. Section; and
      - c. Clause;
    - iii. Remedial action requested; and
    - iv. Any supporting documentation relevant to the grievance.

- C. Such submission shall occur within twenty (20) work days of the date MSEA-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. The parties shall mutually agree upon an arbitrator within ten (10) work days from the date the request for arbitration is received by the Director of Human Resources.
  - i. In the event the parties cannot agree to an arbitrator within ten (10) work days from the date the request for arbitration is received by the Director of Human Resources, the arbitrator shall be selected through the Labor Relations Connection (LRC) in accordance with LRC rules then in effect.
  - ii. The request for arbitration along with a request for a list of arbitrators must be received by LRC within twenty (20) work days of the Director of Human Resources' receipt of the request for arbitration, in order for the LRC administration fees to be shared equally by the parties.
    - a. If such request is not received by LRC by the expiration of the twenty (20) work days but is received within forty (40) work

days, MSEA-SEIU shall pay the entire LRC administration fee.

- b. If a request has not been received by LRC within forty (40) work days of the Director of Human Resources' 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 Labor Relations Connection.
- iv. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties.
- v. The arbitrator shall be requested to issue a written decision within twenty (20) work days after the completion of the proceedings.
- vi. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable.
- vii. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

- viii. The decision of the arbitrator on any issue submitted under this procedure and involving the meaning or application of the specific terms of this Agreement shall be final and binding.
  
- B. The Authority or MSEA-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 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 and 2 without representation, MSEA-SEIU shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all steps.
- C. No resolution of a grievance shall be inconsistent with the provisions of the Agreement.
- D. Any grievance involving two or more employees within the same work division may be initiated with the most common supervisor and processed jointly.
- E. The Authority representatives and MSEA-SEIU may mutually agree when circumstances warrant, to bypass steps of the grievance procedure, and such agreement shall, in order to be effective, be confirmed in writing.
- F. The Authority representatives and MSEA-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 employee representative shall have the right to inspect and to obtain copies of any

books, records, and non-privileged documents relevant to the grievance.

- H. Nothing in this Article shall diminish the right to any employees covered hereunder to present their own grievance, set forth in Title 26, M.R.S.A., § 967(2).
- I. In no event can a grievance be taken to the next step or any succeeding step of this procedure unless the employee and/or employee representative meet the time limits or extensions thereof.
- J. Failure of the Authority and its representative to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA-SEIU may proceed to the next step.
- K. An aggrieved employee, and any employee witnesses as may be reasonable shall be granted administrative leave when processing grievances during scheduled working hours:
  - i. When such activities extend beyond such employee's or witnesses' scheduled working hours, such time shall not be considered as administrative duty.
  - ii. The aggrieved employee's representative shall be granted administrative duty consistent with



Article 2 Association Rights, Section 3  
Stewards, of this Agreement.

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

**ARTICLE 13: GROUP LIFE INSURANCE**

- 1. The Authority shall provide, at its expense, group life insurance equal to:
  - A. The employee's gross salary rounded up to the next highest \$1,000; and
  - B. A supplemental plan that doubles the employee's basic benefit as identified above.
- 2. The Authority shall provide, at its expense, dependent life insurance equal to:
  - A. Spousal: \$5,000; and
  - B. Full-time, unmarried student to age 22: \$5,000; and
  - C. Children, 6 months to age 19: \$5,000; and
  - D. Children, 0 to 6 months: \$1,000.

3. The Authority shall provide at the employee's expense, access to additional life insurance that:
  - A. Triples the employee's basic salary as identified above; or
  - B. Quadruples the employee's basic salary as identified above; and/or
  - C. Doubles the spousal benefit to \$10,000; and/or
  - D. Increases the 0-6 month child benefit to \$2,500.

#### **ARTICLE 14: HEALTH AND SAFETY**

1. The Authority will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe working conditions.
2. MSEA-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.

## **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 shall contribute thirty percent (30%) of the difference between the total health insurance premium plus any dependents and the premium for employee-only coverage, and the Authority shall pay the remaining balance.
  - B. For all permanent part-time employees, the Authority shall pay only a prorated portion of its share of the premiums it pays for full-time employees as described above:
    - i. Based upon the average number of hours actually worked by that permanent part-time employee.
    - ii. Average number of hours will be calculated as of January 1 and July 1, based on the preceding six months.
3. The Authority shall provide dental coverage for all employees, and the Authority shall pay the full premium for this coverage for the employee only.

4. Any member of the bargaining unit who has dependents eligible for health insurance coverage may elect to waive dependent coverage in the Authority's health insurance plan either annually during open enrollment or upon a qualifying family status change.
5. Any employees waiving dependent coverage for which their dependents would otherwise be eligible shall be paid according to the following conditions:
  - A. Any employee with dependents eligible for coverage who elects to waive health insurance coverage for all or some eligible dependents shall receive an annual payment equal to the amount of three (3) months of the difference between the health insurance premiums paid by the Authority for such coverage and the amount paid by the Authority for the lesser coverage elected by the employee.
  - B. This annual amount will be postpaid to the employee in two (2) semi-annual installments on or about January 1<sup>st</sup> and July 1<sup>st</sup>.
  - C. Before being eligible to receive such payment, the employee must annually furnish satisfactory written documentation to the Authority that such dependents are in fact covered under another health insurance plan.
  - D. The payments in lieu of health insurance shall be

based on the semi-annual installments in effect the month the premiums are paid.

- E. Employees wishing to have dependents reinstated or changed on the health insurance policy may do so as long as the insurance carrier's requirements for evidence of insurability and portability of coverage provisions are met.
  - F. In order to receive payment for waiving health insurance coverage for eligible dependents or to have eligible dependents reinstated on the health insurance plan, the employee must submit written notice to the Director of Human Resources.
  - G. Discontinuance of health insurance or reinstatement of coverage for eligible dependents will be effective the first day of the month following the month in which written notice has been received, provided that the employee meets all conditions which may be imposed by the health insurance carrier.
6. Health Insurance Copay Reimbursement Benefit
- A. Effective December 27, 2020, the Authority will provide each employee covered under the Authority's Health Insurance a reimbursement benefit up to twenty-five hundred dollars (\$2,500) annually to help offset medical costs.

- B. The reimbursement covers medical expenses considered eligible per the Authority's Medical Reimbursement Plan, including, but not limited to expenses from doctors' office visits, emergency room visits, and pharmacy copayments.
- C. Employees do not need to sign up for the Health Insurance Copay Reimbursement Benefit, however they must be covered by the Authority's Health Insurance Plan to be eligible.
- D. Employees not covered by the Authority's Health Insurance Plan are not eligible for the Health Insurance Copay Reimbursement Benefit.
- E. Eligible employees must submit satisfactory proof of payment of eligible expenses incurred by December 31<sup>st</sup> of each calendar year for reimbursement.
  - i. Medical expenses not paid under the provisions of the Authority's Health Insurance for each calendar year will not be reimbursed.
  - ii. Health Insurance Copay Reimbursement monies not used in each calendar year shall not roll over to the following year.

## **ARTICLE 16: LAYOFFS**

1. In the event of a contraction of the work force covered

by this Agreement, employees shall be laid off in order of inverse seniority within their work division as defined in Article 28 Seniority, Section 2.

2. In lieu of layoff, the affected employee may exercise the following bumping rights:
  - A. Displace the least senior person in the employee's present classification.
  - B. If the option to displace the least senior employee as described above does not exist, the employee may then displace the least senior employee in any previously held equivalent or lesser classified position in inverse order of when said position(s) were held, if the employee is qualified for that position as determined by the Authority.
3. Any employee displaced by an employee from the Fare Collection or Maintenance and Operations Unit exercising bumping rights or displaced pursuant to the preceding provisions shall have displacement rights described in Section 2 of this Article.
4. An employee subject to layoff shall be notified in writing at least ten (10) work days prior to the effective date of the layoff.
5. Upon receipt of a layoff notice, the employee shall have five (5) work days to notify the Authority of the decision to exercise displacement rights.

6. In the event of layoff, the employee so laid off shall be entitled to recall by the Authority on the basis of seniority among laid off employees in the same work division for a period of four (4) years.
  - A. Such recall shall be subject to:
    - i. The employee is qualified for and meets all requirements of the position as determined by the Authority; and
    - ii. A pre-employment physical examination at the Authority's expense by a physician designated by the Authority is successfully completed.
  - B. The right to recall shall be forfeited in the event that the affected employee fails to report for work within seven (7) calendar days of mailing of written notice of recall by the Authority to the employee's last mailing address left with the Authority.

## **ARTICLE 17: LEAVE WITH/WITHOUT PAY**

1. Bereavement Leave
  - A. Each employee covered by this Agreement shall be allowed up to:
    - i. Forty (40) hours of leave with pay for the death of the employee's spouse, significant other as



defined in Section 8 of this Article, children, parents, stepparents, and stepchildren.

ii. Twenty-four (24) hours of leave with pay for the death of the employee's brothers, stepbrothers, sisters, stepsisters, guardian, grandparents, grandchildren, wards, parents of the spouse, grandparents of the spouse, brothers and sisters of the spouse, and spouses of the brother or sister.

B. In addition to the above, eight (8) hours of leave with pay shall be allowed for the death of the employee's aunt, uncle, niece, or nephew.

C. In addition to the foregoing, up to twenty-four (24) hours of sick leave may be used for travel or funeral arrangements.

## 2. Court Leave

A. Court leave is authorized absence from official duty, without charge to annual leave or loss of compensation, to perform jury duty.

B. An employee called for jury duty during a regular scheduled work week will report these jury earnings and make same amount payable to the Authority.

C. If an employee is serving on a jury at a time the employee would not otherwise receive pay from the

Authority, it is not necessary to report such earnings.

### 3. Extended Medical Leave

- A. An extension of unpaid medical leave beyond the limits of state or federal FML may be granted at the discretion of the Authority.
- B. Such approval shall not be unreasonably denied.
- C. In the event a discretionary medical leave is granted, and the employee has been unable to work for a total of six months, the employee shall be non-disciplinarily terminated from the Authority.
  - i. Such termination shall not be considered disciplinary in any way.
  - ii. If within one year after such termination the employee becomes capable of performing the required job duties of that previously held position, the employee may return to that position if it is vacant.
  - iii. If the position the employee previously held is not vacant or no longer exists, the employee shall be entitled to placement into a vacant position, or in the next available position if no such vacancy exists, in the same classification

within the department or division and for which the employee is qualified.

iv. In the event that any employee who has been terminated pursuant to this Article regains a work capacity and returns to work, that employee shall not lose the benefit of any prior years of service immediately preceding termination, for purposes of seniority, vocational accrual rate, and restoration of sick leave credits.

D. The Authority shall pay up to three monthly premiums for insurance provided by this contract the employee had when the state or federal family medical leave commenced while the employee is on such discretionary extended medical leave.

#### 4. Family and Medical Leave

A. Employees are encouraged to consult with Human Resources to determine if they are eligible for benefits available under either the Federal Family Medical Leave Act or the Maine Family Medical Leave Act.

B. Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will continue through the Authority for the duration of the leave.

- i. The employee is responsible for the same contribution to any insurances held at the commencement of the leave, and must forward that contribution to the Authority on a monthly basis.
- ii. Paid time off or vacation, sick, and holiday benefits will continue to accumulate during the approved leave period only if the employee is on a paid leave.

## 5. Holidays

### A. The schedule of paid holidays shall be:

- i. New Year's Day
- ii. Martin Luther King, Jr. Day
- iii. Presidents' Day
- iv. Patriot's Day
- v. Memorial Day
- vi. Independence Day
- vii. Labor Day
- viii. Indigenous Peoples' Day

- ix. Veteran's Day
  - x. Thanksgiving Day
  - xi. Friday following Thanksgiving Day
  - xii. Christmas Day
- B. Any holiday falling on a Saturday will be observed on the preceding Friday and any holiday falling on a Sunday will be observed on the following Monday, except for Christmas Day for shift employees subject to call out.
- i. For shift employees subject to call out, solely for the purpose of determining the day for which time worked shall be compensated at holiday rates, Christmas Day shall be observed on the calendar day on which it falls.
  - ii. For purposes of holiday leave with pay, Christmas Day falling on Saturday or Sunday will be observed on the appropriate Friday or Monday.
- C. To be eligible for holiday pay:
- i. An employee must be in payroll status on the date of the holiday.

- ii. Payroll status is defined to mean:
  - a. That the particular employee shall, either be actively employed with the Authority on the entire last regularly scheduled shifts prior to and after the occurrence of the holiday; or
  - b. The employee is exhausting accrued leave time for all the hours of the regularly scheduled shifts prior to and after the occurrence of the holiday.
    - 1. For purposes of this Article, it is the intent that the employee's total sick leave entitlement shall be exhausted on a consecutive work day basis without interruption.
    - 2. Each day shall exhaust eight (8) hours or the total number of hours comprising the employee's regularly scheduled work day of accumulated sick leave time for the purposes of calculating this provision.
    - 3. It is understood that an employee may, upon the exhaustion of accumulated sick leave, attach accumulated vacation time thereto on a consecutive daily basis.

4. While and if such vacation time is by mutual agreement, so attached, said employee shall continue to be deemed to be in payroll status until the exhaustion of said vacation time, consistent with the provisions above.
  
6. Leave of Absence: Non-Medical
  - A. An employee may, for non-medical reasons, be granted a leave of absence without pay at the discretion of the Authority, during which leave the employee shall not continue to accrue seniority under Article 28 after thirty (30) consecutive calendar days of the leave.
  - B. In granting or denying a leave of absence without pay, the Authority shall not abuse discretion.
  - C. The Authority shall pay only the first monthly premiums for insurance provided by this contract for the employee (and dependents) while on such leave, after which time, the employee will be responsible for such payments.
  
7. Reserve Service Leave
  - A. Reserve Service Leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms

and conditions of applicable Federal and/or State Law.

- B. The employee using reserve service leave shall furnish the respective department head with a copy of official orders.

## 8. Sick Leave

- A. Sick leave credits shall be earned and accumulated at the rate of eight (8) hours per calendar month of service.
- B. Sick leave credit shall be earned and may be used from the employee's date of employment as a member of the bargaining unit.
  - i. Permanent full-time employees shall be deemed to have earned eight (8) hours of sick leave per calendar month if a minimum of ten (10) work days have been actually worked in that month.
  - ii. Permanent part-time employees shall earn sick leave on a pro-rated scale based on the number of hours actually worked in that month, not to exceed forty (40) hours in any one week.
  - iii. Time during which an employee is excused from work because of holidays or other leave



with pay shall be considered as time worked for the purpose of computing sick leave credits.

- C. An employee shall not be entitled to the use of sick leave benefits credited to the employee while absent from work because of sickness unless the employee shall have returned to regular employment and performed actual work after the absence from which such sick leave credits were accumulated.
- D. Sick leave may be used for illness, necessary medical or dental care, or other disability of the employee or a member of the employee's immediate family which requires the attention or presence of the employee.
  - i. Immediate family as used in this Article shall mean: the employee's spouse or significant other, the parents of the spouse, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents and grandchildren of the employee.
  - ii. For the purposes of this Article, "significant other" means:
    - a. That a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and

where there is joint responsibility for each other's common welfare, there are significant shared financial obligations and there is a shared primary residence.

- b. This relationship must have existed for at least two (2) continuous years before benefits under this Article may be provided.
- E. An employee absent under sick leave must report the fact to the immediate supervisor (or worksite if supervisor is not present at the worksite) as soon as possible, together with the reason for the absence.
- i. Shift employees who are absent under sick leave for shifts that are scheduled to begin between Friday at 4:00 PM and Monday at 12:00 midnight must report the fact to the applicable supervisor or designee, as appropriate.
  - ii. If direct contact is not achieved within thirty (30) minutes of the employee's call, the employee may also report the upcoming absence to the worksite.
- F. Sick leave will be exhausted up to the rate equal to the total number of hours comprising the employee's regularly scheduled work day.

- G. An employee who is absent from or leaves work because of illness, without available sick leave, shall not be compensated, except that an employee so absent from work because of illness and without available sick leave may request the use of available vacation leave if such request is made in writing to the Director of Human Resources and such request is with good cause.
  - i. Approval of such request shall not be unreasonably denied.
  - ii. Such request must be made as soon as practical.
- H. For people meeting eligibility requirements defined by the Maine Public Employees Retirement System Participating Local District Consolidated Plan, the Authority shall credit, at retirement from service, accumulated sick leave (and possibly accumulated vacation leave) not to exceed seven hundred twenty (720) hours in computing service time for retirement purposes.
  - I. An employee retiring or separating from service with the Authority shall be paid for all accumulated sick leave.
  - J. The use of sick leave for purposes other than provided herein is improper.

- K. An employee so abusing sick leave may be subject to disciplinary action in accordance to Article 8 Discipline.
- L. A medical examination or doctor's certificate may be required on account of use of sick leave for three (3) or more consecutive work days or because of repeated absences before or after scheduled days off.

9. Use of Sick Leave and Vacation

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

department head in consultation with the Director of Human Resources.

## 10. Vacation

- A. Vacation leave credits shall be earned and accumulated at the rate of:
  - i. Eight (8) hours per month for employees with less than five (5) years of service;
  - ii. Ten (10) hours per month for employees with five (5) years but less than ten (10) years of service;
  - iii. Twelve (12) hours per month for employees with ten (10) years of service but less than fifteen (15) years of service;
  - iv. Fourteen (14) hours per month for employees with fifteen (15) years of service but less than twenty (20) years of service; and
  - v. Sixteen (16) hours per month for employees with over twenty (20) years of service.
  
- B. Vacation leave accumulation
  - i. Employees with less than fifteen (15) years of service may accumulate three hundred twenty (320) hours of vacation leave credit.

- ii. Employees with fifteen (15) years or more of service, with the last five (5) years continuous, may accumulate four hundred (400) hours of vacation leave credit.
  - iii. Any hours in excess of these limits will be paid out to the employee by the last payroll period of any calendar year.
- C. Permanent full-time employees shall be deemed to have earned the appropriate vacation leave credit per calendar month if a minimum of ten (10) work days have actually been worked in that month.
- D. Permanent part-time employees shall earn vacation leave credit on a prorated scale based on the number of hours actually worked in that month, not to exceed forty (40) hours in any one week.
- E. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credits.
- F. A vacation may be taken at such time or times as mutually agreed to by the employee and the employer.
- G. Requests for vacation time will be submitted to the immediate supervisor and shall not be unreasonably denied.

- H. Use of vacation allowance shall be recorded on an hourly basis.
- I. Upon request employees shall be paid in advance on their regular pay day prior to the vacation, for any regularly scheduled vacation period which falls within the same budget year.
- J. For people meeting eligibility requirements defined by the Maine Public Employees Retirement System Participating Local District Consolidated Plan, the Authority shall credit, at retirement from service, accumulated vacation leave (and possibly sick leave) not to exceed two hundred forty (240) hours used in computing average final compensation for retirement purposes.
- K. Accumulated vacation leave credits to the extent accumulated under Section 10B of this Article shall be compensated upon termination of service with the Authority.
- L. Vacation leave credits shall be earned and may be used from the employee's date of employment as a member of the bargaining unit.
- M. Permanent part time employees shall earn vacation leave credits on a pro-rated basis based on the number of hours actually worked in that month, not to exceed forty (40) hours in any one week.

## 11. Workers' Compensation

- A. In the event an employee is awarded any weekly compensation under the provisions of the Workers' Compensation Act, the employee may elect to have the difference between the amount of workers' compensation and a regular weekly salary deducted from available leave credits.
- B. The regular weekly salary shall exclude any overtime.

## **ARTICLE 18: LISTS OF EMPLOYEES**

- 1. 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 all new employees; and
- 2. For any current employee for whom such information has changed during the period covered by the report.

## **ARTICLE 19: MAINTENANCE OF BENEFITS**

- 1. Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or privileges provided to employees except as expressly superseded by the terms of this Agreement; and



2. 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**

1. The listing of the specific rights of management in this Article 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.
2. Except as otherwise provided in this Agreement, the management and the direction of the working force, including but not limited to, the right to appoint permanent full-time, permanent part-time, intermittent-permanent, part-time, temporary, seasonal, and on-call employees, the right to promote, the right to discipline or discharge for just cause, the right to lay off for lack of work or other legitimate reasons, the right to reduce the number of hours of operations, the right to transfer, the right to assign work to employees, the right to determine job content, the right to classify new positions or eliminate job classifications, and the right to establish reasonable rules, not inconsistent with this Agreement, are vested exclusively in the Authority.
3. Except as otherwise provided in the Agreement or required by law, the Authority shall have the freedom of

action to discharge its responsibility for the successful operation of its obligations, including but not limited to, the determination of the number and the location of its crews, the services to be performed, the machinery, tools, equipment and materials to be used, the work schedules and the methods of operations, the extent to which its own or other facilities shall be used and the extent to which work shall be subcontracted.

## **ARTICLE 21: MEMBERSHIP PACKETS**

1. The authority shall provide each new employee (not including temporary, seasonal, or on-call employees) with an MSEA-SEIU furnished membership packet within one (1) work week following the employee's first day of work and within the same time frame shall notify MSEA-SEIU of the new employee's name and work location.
2. The contents of the membership packet shall be restricted to routine materials pertaining to membership, services and programs of MSEA-SEIU or its Maine Turnpike Chapter.
3. The Authority may refuse to include in the packet for distribution any materials which it considers to be controversial or derogatory of the Authority or of any of its personnel.

## **ARTICLE 22: 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.
  - A. Employees alleging discrimination as a claim or part of a claim in a grievance shall elect to pursue that grievance exclusively through either the grievance and arbitration procedures in this Agreement or through the procedures available through the Maine Human Rights Commission, the Equal

Employment Opportunity Commission, and the courts.

- B. The employee shall make the exclusive selection in writing after the Step 2 decision is received but before a Step 3 filing.
- C. The arbitrator shall have the authority to grant any remedy afforded by federal or state discrimination laws in addition to any other remedy afforded under this Agreement.

## **ARTICLE 23: PERSONNEL FILES**

- 1. Upon request employees shall be permitted to review their personnel files during normal office hours.
  - A. Employees shall be allowed to have placed in such files responses to anything contained therein which they 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 written request, employees shall be provided with copies of any and all materials in their personnel files.
- 3. Copies of all materials to be placed in an employee's

personnel file shall be given to such employee simultaneously with placement in the personnel file.

4. Records of discipline expire at the following intervals but remain in personnel files for other managerial decisions:
  - A. After two (2) years for verbal or written reprimands if the employee received no subsequent discipline at the same or greater level since the date of entry;
  - B. After four (4) years for all discipline if the employee received no suspensions since the date of entry.

#### **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 and supervisors; and
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 regular work force.

2. The provisions of this Article shall not prohibit the Authority from continuing its present policies in regard to work or services provided on a contract basis.
  - A. The Authority may assign to its employees work performed by contractors for a trial period of five (5) years before such work becomes subject to the provisions of this Article.
  - B. At the discretion of the Authority, within said five (5) year period, such work shall either be returned to a contract basis or assigned as bargaining unit work.
3. No employee shall suffer reduction in existing salary as a result of reclassification or reallocation of their position.
4. An employee voluntarily moving to a position with a lower pay range shall be compensated at the highest step in the lower pay range that represents a decrease in compensation from the higher pay range.
5. The Authority shall continue its present practice of thoroughly investigating workplace accidents and upon request shall forward a copy of the First Report of injury to MSEA-SEIU for accidents involving personal injury.

## **ARTICLE 26: RECLASSIFICATIONS**

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 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 at the requesting employee's 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 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 M.R.S.A. Chapter 9-A, § 967(1), recognizes MSEA-SEIU Local 1989 as the sole and exclusive representative of all employees of the Authority who comprise the Headquarters Bargaining Unit.



2. The Headquarters Bargaining Unit is defined in Appendix A.

## **ARTICLE 28: SENIORITY**

1. Accrual

- A. Seniority will be based on an employee's most recent permanent date of hire with the Authority.
  - i. For employees who became permanent full time or permanent part time before October 1, 1978, seniority shall be defined as the length of continuous employment with the Authority.
  - ii. For employees who became permanent full time or permanent part time after October 1, 1978, seniority shall be defined as the length of continuous employment as a permanent full time or permanent part time employee.
- B. In the event the most recent date of permanent employment is the same, seniority shall be determined by the employees' name at date of hire, and shall be redefined if there are breaks in employment:
  - i. The employee with the first letter of their last name closest to A will be considered senior;

ii. If there is still a tie in seniority, the same consideration will shift to the first name, and if still tied, to the middle name.

C. Employees who experienced ties in seniority and had such ties resolved prior to December 25, 2016 shall not experience a change to their seniority unless there is a break in continuous employment amongst any of the previously tied employees.

D. An employee on leave with pay, military leave, or leave occasioned by reason of incapacity for work shall be deemed to be in continuous employment for purposes of seniority hereunder.

## 2. Departments/Divisions Defined

A. Authority Headquarters

B. Building Maintenance

C. Communications Center

D. Engineering

E. Equipment Maintenance

F. Fare Collection

G. Highway Maintenance

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

## **ARTICLE 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 provision shall be considered void, but all other valid provisions shall remain in full force and effect.

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

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

## **ARTICLE 31: TERM OF AGREEMENT**

1. This Agreement is to be effective for a period of three (3) years from its effective date of December 27, 2020 and thereafter until terminated by either party by service on the other party of sixty (60) calendar days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.
2. Such notice shall be deemed served when mailed by either party at the following addresses:
  - A. Maine Turnpike Authority, 2360 Congress Street  
Portland, ME 04102
  - B. Maine Service Employees Association, 65 State  
Street Augusta, ME 04330-5126
3. In no event shall this Agreement be terminated prior to the expiration date of the initial term hereof.
4. During the period of negotiation following notice by either party as hereinabove provided, the terms and provisions of the present Agreement shall be extended until a new agreement is negotiated or either party shall have notified the other in writing of final termination of this Agreement which shall occur seven (7) calendar days after receipt of such notice.

## **ARTICLE 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 affect 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 MEMBERSHIP AND DUES DEDUCTION**

1. Union Membership
  - A. Membership in MSEA-SEIU is not a condition of employment with the Authority.
  - B. An employee may choose to utilize payroll deductions for payment of dues.
  - C. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their

membership at any time, including during their first six (6) months of employment:

- i. The intent being to access MSEA-SEIU's income protection plan.
- ii. Such participation in the first six months does not exempt any employee from the successful completion of their probationary period or grant union protections until said probationary period is successfully completed.

## 2. Payroll Deduction

- A. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and premiums for current MSEA-SEIU sponsored insurance programs.
- B. The Authority agrees to deduct MSEA-SEIU membership dues, and insurance premiums, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's Electronic Signature law, 10 M.R.S.A. §9407.
- C. The Authority shall not be responsible for making payroll deductions for dues within any pay period if after deductions for withholding tax, retirement, health insurance, and other mandatory deductions,



the remainder is less than the amount of authorized dues deductions.

- D. The Authority's responsibility for payroll deduction shall terminate automatically upon:
  - i. Cessation of the employee's employment;
  - ii. The transfer or promotion of the employee out of the union; or
  - iii. An employee's revocation of payroll deduction authorization.
- E. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.
- F. Any change in the amounts to be deducted shall be certified to the Director of Human Resources by the Treasurer of MSEA-SEIU at least thirty (30) calendar days in advance of the change.
- G. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement on a monthly basis, or as soon as practicable.
- H. MSEA-SEIU shall indemnify and hold the Authority harmless against any and all claims, suits, orders or

judgments brought or issued against the Authority as the result of the action taken or not taken by the Authority under the provisions of this Article.

#### **ARTICLE 34: USE OF AUTHORITY FACILITIES**

1. The Authority shall provide to MSEA-SEIU and its Maine Turnpike Chapter use of appropriate rooms, to the extent that such are available within existing Authority facilities, for meetings of employees and representatives of MSEA-SEIU.
  - A. Advance arrangements shall be made between the parties and the location.
  - B. Time and date of such meetings shall be mutually agreed to by the Authority and MSEA-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. Officers and Stewards of the MSEA-SEIU Maine Turnpike Chapter shall be permitted to use, in conjunction with their Chapter duties, Authority telephones to which they normally have access, for non-toll or toll-free calls.

## **ARTICLE 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 shall post the vacancy on its bulletin boards at least seven (7) calendar days before the vacancy is to be filled.
  - A. All employees or interested persons from within or outside any bargaining unit or the Authority shall have a right to bid for such a vacant position.
  - B. Such bid shall be in writing and received by the Authority not later than by the deadline designated in the posting notice.
  - C. Such final day shall be designated on the posted notice.
4. Applicants for vacant positions will be selected by the Authority based on qualifications resulting from an evaluation procedure to be developed by the Authority which may include verbal 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 the most qualified.
  - C. If the most qualified internal applicant has qualifications equal to or greater than any applicant who is not employed by the Authority based on determination by the Authority, 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-SEIU upon written request.
5. In the event a transfer occurs in filling a vacant position, and the open position is not filled 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, which such determination made solely by the Authority, that employee shall be returned to the position the employee formerly held, 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 three hundred dollars (\$300.00) per year for participation in such programs, subject to required Federal and State tax withholdings, upon the submittal of a Wellness Benefit Request form accompanied with a paid invoice to the Human Resources Department for approved Wellness Programs.
3. These programs will be run by outside organizations.

### **ARTICLE 37: WITHDRAWAL OF RESIGNATION**

- 1. An employee may withdraw a resignation prior to the date of the posting notice relating to the filling of the vacated position; or
- 2. Prior to notification by the Authority to MSEA-SEIU of the elimination of the position.
- 3. Such withdrawal is subject to approval by the Authority.

## **ARTICLE 38: WORK RULES**

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

**APPENDIX A**  
**HEADQUARTERS BARGAINING UNIT**

Accountant I

Accountant II

Accountant III

Accounts Payable Processor/Clerk IV

Assistant Customer Service Supervisor

Business Accounts Processor

Clerk II/Receptionist

Custodial Worker II – Headquarters

Customer Service Supervisor

Deposit/Audit Clerk

EZPass Customer Service Representative

EZPass Lead Customer Service Representative

EZPass Quality Review Specialist

Printing Room Coordinator

Toll Revenue Auditor

Toll System Maintenance Technician

Violation Image Review Processor

Violation Notice Processor



**APPENDIX B**  
**GRIEVANCE MEDIATION GROUND RULES**

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

5. Any discussions which occur during mediation shall not be admissible in any subsequent arbitration, administrative or judicial proceeding.
6. Each party will assure that its participants have full authority to settle cases. If a party representative is unavailable for a scheduled case an alternative representative shall be prepared to proceed and such unavailability shall not be grounds for postponement of a mediation session.
7. All agreements reached in mediation shall be immediately reduced to writing and the parties shall be bound by these agreements.
8. All costs of mediation, including fees and expenses of the mediator, shall be divided equally by the parties except that the Authority shall not charge the MSEA-SEIU for meeting space when sessions are held at the Authority Headquarters, except that each side shall pay for its own costs associated with the presentation of its case.
9. The parties agree to meet and negotiate in good faith over additional ground rules as needed. The mediator may assist in these negotiations if required by either party.
10. During the term of this Agreement, the mediator will be jointly selected by the Authority and MSEA-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 With/Without Pay.
5. **Department:** A subgroup of employees within an Authority division supporting specific and similar Authority functions.
6. **Division:** The Authority comprises seven (7) divisions: Administration, Accounts & Control, Highway Maintenance, Equipment Maintenance, Fare Collection, Special Services & Communications, and Engineering & Building Maintenance.

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

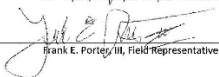
## SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have signed this agreement, through their representatives, and have caused this Agreement to be executed on the 15<sup>th</sup> day of October, 2020.

MSEA-SEIU, Local 1989:

  
\_\_\_\_\_  
Scott N. Lachance, Supervisor Chapter President

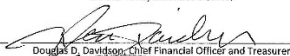
  
\_\_\_\_\_  
Cal Paquet, Employee Chapter President

  
\_\_\_\_\_  
Frank E. Porter, III, Field Representative

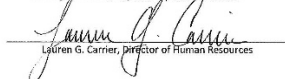
Maine Turnpike Authority:

  
\_\_\_\_\_  
Daniel E. Wathen, Board Chairman

  
\_\_\_\_\_  
S. Peter Mills, Executive Director

  
\_\_\_\_\_  
Douglas D. Davidson, Chief Financial Officer and Treasurer

  
\_\_\_\_\_  
Peter S. Marfeld, Chief Operations Officer

  
\_\_\_\_\_  
Lauren G. Carrier, Director of Human Resources