

# AGREEMENT

between

## THE STATE OF MAINE

and

### THE MAINE STATE EMPLOYEES ASSOCIATION LOCAL 1989, SEIU, AFL-CIO, CLC



## LAW ENFORCEMENT SERVICES BARGAINING UNIT

1999-2001

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## DEDICATION

The MSEA Executive Branch Bargaining Teams dedicate this contract to:

**Kenneth A. Dietrich -- 1945 to 1999**

**MSEA Associate Executive Director of Field Services  
September 4, 1995 to January 4, 1999**

*A true champion for organized labor*

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## **PREAMBLE**

Whereas, the Executive Branch of the State of Maine (hereinafter referred to as "State" or "employer") and the Maine State Employees Association (hereinafter referred to as "MSEA") desire to establish a constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of the employer, to promote effective service and quality of work life towards the accomplishment of the missions of the State; and to establish an equitable and peaceful procedure for the resolution of differences;

Therefore, this Agreement by and between the parties is entered into as of July 1, 1999.

## **ARTICLE 1. UNION RECOGNITION**

Pursuant to voluntary recognition on June 9, 1977, the State recognizes the Maine State Employees Association (MSEA) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all employees included in the Law Enforcement Bargaining Unit.

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

Employees who are employed on a seasonal basis, i.e., for regularly recurring seasonal periods of three (3) months or more, shall be covered by the provisions of this Agreement upon the completion of six (6) months employment, subject to any special provisions relating to their employment. In order to qualify, such six (6) months must be worked in not more than three (3) consecutive years and only time in pay status during such seasons shall count. Employment time of persons outside State service who are on acting capacity assignment to a seasonal position, and employment time of persons holding a seasonal intermittent position shall not count towards the completion of such six (6) months.

Part-time employees will be covered by the provisions of this Agreement after completion of six (6) months of service except for the provision for dismissal for just cause. The just cause provision for dismissal shall apply after completion of 1,040 compensated hours exclusive of overtime hours. All benefits provided to part-time employees shall be prorated to the extent required by State law.

Temporary, seasonal and on-call employees, excluded by law from the bargaining unit, include project employees, seasonal employees not covered by the preceding paragraphs, persons from outside State service who are on acting capacity assignment, and intermittent employees. Project employees are employees appointed to a project position which is restricted to a planned work program to be completed within a specified period of time and which is not regularly recurring. Intermittent employees are employees who are appointed for a period of time on a sporadic basis and who work not more than one thousand forty

(1,040) hours in any consecutive twelve (12) month period beginning with the date of hire or anniversary of date of hire.

Any employee designated as intermittent, who works in excess of the limits set out above and who works more than 1,040 regularly scheduled hours during the period since appointment as an intermittent employee without a break in service due to resignation or dismissal shall be covered by the terms of this Agreement. The sporadic periods such an employee is not in pay status because of the sporadic nature of the position shall not be considered to be a break in service. Where a legislative position count permits, such employee shall be placed in a permanent or limited period full-time or part-time position as appropriate, provided that he or she is eligible for appointment. If necessary, the employee may reopen the appropriate register to establish eligibility.

Nothing in this Article shall be interpreted as removing any rights or benefits of temporary, intermittent, project or seasonal employees provided under Title 5, MRSA, Sections 553-A and 559, Public Law 667, 1978, or any other provision of law or rule.

## **ARTICLE 2. ACCESS TO EMPLOYEES**

MSEA shall have access to employees covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article.

MSEA's representatives will be granted reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the appropriate State representative with advanced notice of the visit. Such access will not disrupt State operations or violate agency security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA representative.

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

## **ARTICLE 3. ACTING CAPACITY**

### **1. Temporary Assignments**

When an employee is assigned temporarily by his/her appointing authority to a job for which he/she is qualified in a higher pay grade for a period of five (5) days or his/her regular workweek, whichever is less, the employee shall be paid retroactively from the initial date of the temporary transfer for the duration of the temporary assignment. The employee shall be paid as if he/she had been promoted during such assignment. In no event may an employee acquire any status in a higher classification as a result of his/her temporary assignment. Acting capacity assignments shall not be made on an arbitrary or capricious basis. Employees shall not be rotated in acting capacity in an arbitrary or capricious manner in order to avoid payment of acting capacity pay.

This Article shall not be used in lieu of the proper processing of any request for reclassification or reallocation of a position pursuant to the Personnel Rules and the Reclassifications Article, or the filling of a vacancy pursuant to the Personnel Rules and the Seniority Article.

### **2. Seasonal Employees – Off Season Assignments**

A seasonal employee who accepts a temporary or acting capacity assignment during his or her off season shall be eligible to accrue vacation, sick leave, and holiday benefits upon appointment to the temporary or acting capacity assignment. Vacation, sick leave, or holiday benefits accrued in an employee's regular seasonal position shall not overlap into benefits accrued in the temporary or acting capacity assignment for the same period of time. Full-time seasonal employees shall accrue no more than eight (8) hours of sick leave in any one month, pro-rated for part-time employees.

## **ARTICLE 4. APPROVAL OF LEGISLATURE**

The parties hereto agree to jointly support any legislative action necessary for implementation of any provision of this Agreement. If the

Legislature rejects any provision submitted to it, the entire Agreement shall be returned to the parties for further bargaining.

## **ARTICLE 5. BEREAVEMENT LEAVE**

Each employee covered by this Agreement shall be allowed up to five (5) days leave with pay, for absence resulting from the death of a spouse or significant other, as defined in the Sick Leave Article, who is living in the same household with the employee, child, stepchild, parent or stepparent and up to three (3) days of leave with full pay for absences resulting from the death of other members of the employee's immediate family, as defined in the Sick Leave Article.

## **ARTICLE 6. BULLETIN BOARDS**

The State shall continue to provide present bulletin board space for the use of MSEA at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices and other materials in conformance with this Article. The posting of any MSEA materials shall be restricted to such bulletin board space only except that, in each work location where bulletin board space is not provided for MSEA, the State shall designate an appropriate alternative space where such materials may be posted.

In no instance may MSEA post any material which is profane, obscene or defamatory to the State, its representatives or any individual, or which constitutes campaign material between competing employee organizations if it is determined that the posting of such material would violate any obligation of the State for neutrality. MSEA is solely responsible for the accuracy and ethical standards of any material posted pursuant to this Article. The State retains the right to remove any materials in violation of this Article.

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

## **ARTICLE 7. CHILD CARE**

**A.** Full-time employees employed as of March 1 who meet all of the following criteria shall be eligible for a lump sum payment payable each year. Eligible employees may apply for this payment between March 1 and April 15 of each year. Payment shall be made within thirty (30) days of receipt of the completed application. Any application received after April 15 will be considered on a case by case basis and shall not be arbitrarily rejected.

**1.** Employed full time during the entire previous calendar year;

**2.** Full-time State employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a prorated basis;

**3.** Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours of regularly scheduled work in any calendar year in which they qualify on a prorated basis; and

**4.** Had a minimum of five hundred dollars (\$500.00) employment-related child care expenses for the previous calendar year. -

**B.** Employees must submit a copy of their Form 1040 and a copy of their receipt for child care expenses for the previous calendar year to be eligible for reimbursement.

**C.** Employees with an adjusted gross family income of less than \$26,000 for the previous calendar year shall be eligible for reimbursement not to exceed one thousand dollars (\$1,000.00). Employees with an adjusted gross family income of less than \$31,000 but more than \$26,000 for the previous calendar year shall be eligible for reimbursement not to exceed seven hundred dollars (\$700.00). Employees with an adjusted gross family income of less than \$36,000 but more than \$31,000 for the previous calendar year shall be eligible for reimbursement not to exceed five hundred dollars (\$500.00).

## **ARTICLE 8. CHILDBEARING AND ADOPTION LEAVE**

Childbirth or adoption leave shall be granted to an employee without salary for a period not to exceed one (1) year inclusive of any period of disability covered under the Sick Leave Article. Employees shall have the option of using accumulated compensating time and annual leave during such period. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of compensating time or annual leave, retention of insurance benefits shall be at the employee's expense.

## **ARTICLE 9. COMPENSATING TIME**

Compensating time earned by an employee may be accumulated up to two hundred forty (240) hours. Any compensating time earned after accumulation of the two hundred forty (240) hours must be used within thirty (30) days. Except where operational needs require otherwise, employees shall be entitled to use compensating time at times of their choice. If an employee is denied use of compensating time which exceeds the allowed accumulation, he/she shall, at the employer's option, be paid for the time or be entitled to carry it over until a suitable time for use is approved.

## **ARTICLE 10. COMPENSATION**

### **A. General Salary Increase**

1. Effective with the start of the pay week commencing closest to July 1, 1999, employees shall be provided an across-the-board salary increase of three percent (3%).
2. Effective with the start of the pay week commencing closest to July 1, 2000, employees shall be provided an across-the-board salary increase of two percent (2%).

## **B. Salary Schedules Adjustment**

1. Salary schedules shall be modified on January 1, 2001, by eliminating the current Step 1 in each pay range in the salary schedules and renumbering the remaining steps such that the current Step 2 becomes the new Step 1, the current Step 3 becomes the new Step 2, and so forth. A new step shall be added at the end of each salary range that shall be four percent (4%) greater than the current highest step. Effective with the start of the pay week closest to January 1, 2001, employees shall be compensated at the new rates assigned their range and step in the modified salary schedules.

## **C. Salary Schedule Progression**

Employees shall progress from step to step in salary grade on the basis of satisfactory job performance based upon established standards of performance.

Seasonal employee's initial anniversary date shall be established after being in pay status for 2,080 hours. Such date shall then be used for annual performance evaluation and step progression consideration.

When an employee's anniversary date falls on any day from the first day of a pay week through Wednesday of the pay week, the employee's merit increase shall be effective as of the first day of the pay week within which the anniversary date falls. Otherwise, the merit increase shall be effective on the first day of the next pay week.

Grievances arising from the denial of merit increases shall not be arbitrable under this Agreement but shall be processed pursuant to the Agency Merit Increase Appeal Procedures developed under the 1978-1980 Agreement between the parties. In agencies where such appeal procedures do not fit, the parties shall establish additional procedures in the manner established by the predecessor Agreement. A decision of an Agency Appeals Board shall be final and binding, subject to appeal to the Director of Human Resources on the following grounds only: that the decision of the Agency Appeals Board was based upon clearly erroneous findings of fact, or that the decision of the Agency Appeals Board was based upon erroneous application of performance standards.

## **D. Non-Standard Workweek**

1. Classifications listed in Section 3 which meet the following criteria shall be designated as non-standard:

(a) Positions in a classification have been determined by the Bureau of Human Resources to be exempt for overtime compensation from the Fair Labor Standards Act;

(b) Employees are required by working conditions to work a variable workweek in excess of forty (40) hours; and

(c) Employees' workweek are irregular and work hours cannot be scheduled or determined except by the employee.

2. Employees in a classification which is designated as non-standard shall be compensated at a rate of sixteen percent (16%) above the basic rates in their salary grades, except that any position that is found by the Bureau of Human Resources not to be exempt from the Fair Labor Standards Act for overtime compensation purposes shall not be designated non-standard.

3. The following classes are designated as meeting the above criteria:

Game Warden Pilot

Marine Patrol Pilot

Ranger Pilot

Special Investigator

## **E. Call Out**

When non-standard law enforcement employees are called to work on any of the scheduled days off they shall be granted one and one-half (1½) hours of compensating time for each hour worked. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their base hourly rate for each hour worked. Unless the employees are to receive pay rather than compensating time, the compensatory time shall be scheduled as soon as practicable and ordinarily will be within thirty (30) days of the day worked unless on an otherwise mutually agreed upon later day, except that the thirty (30) day period may be extended because of seasonal high workload in the agency in which the

employee is employed. If such compensating time off is not granted within six (6) months of the date the employee was scheduled to work his/her day off, the employee shall be paid in lieu of compensating time off.

## **F. Overtime**

1. Excepting employees designated as non-standard and Ferry Service employees compensated for overtime on a sliding scale basis, full-time employees in pay ranges 01 through 21 shall be paid one and one-half (1½) times the hourly rate of pay after actually working eight (8) hours in any day, or after their regular scheduled hours if greater, or forty (40) hours of actual work in any workweek.

The above provisions shall apply to full-time employees working alternative compressed workweeks but shall not include other alternative work schedules such as flextime schedules, etc., or part-time employees who shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of overtime worked.

2. Employees in pay ranges 21 and above who, on September 3, 1984 were receiving some form of overtime compensation, shall continue to do so until they vacate their present positions. This shall not apply to employees in the Office of Energy Resources and Community Services. Notwithstanding, the foregoing, the State's policy with respect to special exceptions which have been made or which are made in the future under that policy, will continue.

3. Employees in pay ranges 22 and above who do not receive any form of overtime compensation shall receive two (2) personal leave days per year with pay, as of January 1 of each year. Employees who first become eligible for personal leave days under this Article on or after July 1 of a calendar year shall receive only one (1) day for the year, instead of two (2). Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. These personal leave days shall not be carried forward or accrued from year to year unless the employee is denied his/her personal leave day because of operational needs.

4. Time during which an employee is excused from work with pay under the Holidays Article, shall be considered as time worked for the purpose of computing overtime.

5. There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

## **G. Shift Differentials**

A shift differential of twenty-five cents (\$.25) per hour shall be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for employees regularly assigned to such shifts. A shift differential of thirty-five cents (\$.35) per hour shall be paid for shifts starting between 10:00 p.m. and 3:00 a.m. for employees regularly assigned to such shifts. The differential provided herein shall be part of base pay for overtime pay and other purposes. Employees of mental health and correctional facilities will be eligible for the second shift differential when their shift begins between 12:00 noon and 4:59 p.m.

## **H. Double Shift Premium**

An employee required to work two (2) shifts in a twenty-four (24) hour period will be paid an additional four dollars (\$4.00) for the week. This provision does not apply to employees who voluntarily work such shifts for their own convenience. The State retains the right to establish schedules which minimize the payment of the premiums provided under this provision.

## **I. Divers' Stipend**

Those employees who are members of SCUBA diving teams engaging in search, rescue and recovery operations shall receive an annual stipend of one thousand dollars (\$1,000.00). This stipend shall be payable at the beginning of each quarter in two hundred fifty dollar (\$250.00) amounts.

All qualified employees assigned to SCUBA diving activities shall, when actually diving in the water, including training activities, be compensated at the rate of ten dollars (\$10.00) an hour in addition to their regular hourly rate of pay. Employees shall be compensated for a minimum

of one (1) hour of such work regardless of the length of the diving assignment.

## **J. Duty Week**

Probation Officers with a juvenile caseload assigned to Duty Week responsibilities shall receive 16% of their base rate of pay for each hour of standby on Saturday, Sunday and holidays. The Duty Week will commence at 5:00 p.m. Monday until 8:00 a.m. the following Monday. The officer will receive standby pay beginning on Friday at 5:00 p.m. and extend until Monday at 8:00 a.m., except for holidays. Standby pay on holidays will commence at 12:01 a.m. on the day of the observed holiday, and extend to midnight of the same day. To the degree that Saturday, Sunday, and holidays may overlap, two different officers cannot receive standby pay for covering the same hours. Duty Week responsibilities shall be assigned pursuant to existing Department of Corrections policies and procedures.

## **K. Longevity**

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

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

3. Continuous State service is defined as continuous employment, including all authorized leaves of absences since the last date of hire into a status-granting position.

## **L. Weekend Differential**

Employees assigned to State institutions other than Maine State Prison shall be eligible for a weekend differential of fifty cents (\$.50) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday. Employees at the Maine State Prison shall be eligible for a weekend differential of fifty cents (\$.50) per hour to the base for shifts beginning between 8:30 p.m. Friday and 8:29 p.m. Sunday.

## **ARTICLE 11. COMPLAINTS AND INVESTIGATIONS**

1. The department head shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated as follows.

2. The department head, or other designated officer, shall conduct a preliminary investigation of all such allegations. The investigator shall be allowed to interview the complainant prior to notifying the employee.

(a) In the course of determining whether probable cause exists to conduct an investigation, in cases that could result only in minor discipline (verbal or written reprimand), an investigator (or other designated management representative) may conduct an informal interview with the employee (s) about whom a complaint has been made under this article. The purpose of the interview is to assist in the determination of probable cause for an investigation under this article, but is not required in order to proceed under Sections 3 and 4 below.

(b) Any interview of an employee under Section 2 of this article shall be voluntary and shall be conducted at a reasonable time and, when practicable, when the employee is on duty. Prior to being interviewed with respect to a determination of probable cause, the employee shall be advised in writing of the nature of the allegation and the purpose of the interview, and be afforded a reasonable opportunity to contact and consult privately with a union steward or other union representative. A union representative may participate in the interview. The interview shall take place at a suitable location and, when practicable, on the department's premises. Confidentiality of the interview shall be maintained. The interview shall be

limited to questions that are directly, narrowly, and specifically related to the allegation. The employee shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary action and may terminate the interview at any time.

Upon completion or termination of the interview, the remaining sections set forth in this article shall be followed.

3. If, after preliminary investigation, no probable cause is found, the investigation shall terminate and the employee shall be informed in writing that a complaint was made against him or her but was unfounded.

4. If, after preliminary investigation, the department head or his/her designee determines that there is probable cause to believe that misconduct or other violation has been committed by a particular employee, the investigator shall inform (1) the employee under investigation, (2) his/her supervisor, and (3) the MSEA, of the nature of the investigation before proceeding any further with said investigation. If diligent efforts to contact the employee fail, the investigator shall advise MSEA. Sufficient information to apprise the employee of the allegations shall be provided in writing.

5. When an investigator believes that probable cause has been established, and the employee under investigation is to be interviewed concerning alleged misconduct which, if proven, could result in disciplinary action, the employee shall be afforded three (3) working days, unless an emergency exists, to contact and consult privately with an attorney and/or other representative before being interviewed. The attorney and/or representative may attend the interview. For the purpose of this Article, working days shall be Monday through Friday, exclusive of holidays. In cases of emergency a reasonable amount of time will be afforded. The interview of any employee shall be at a reasonable hour, and such interview shall be conducted without unreasonable delay. The interview shall take place at a suitable location designated by the investigating officer and shall be at the appropriate agency headquarters when feasible. The employee being interviewed shall be informed of the identity of all persons present during the interview. If it is known that the employee being interviewed is a witness only, he/she shall be so informed. The interrogation shall be conducted with the maximum amount of confidentiality possible.

6. If the employee under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of

questions to be asked sufficiently prior to the examination to enable the member to confer with an MSEA representative and/or counsel prior to the polygraph examination.

7. Within five (5) workdays of the completion of the investigation, the person being investigated shall be advised of the final outcome in writing.

8. Failure to follow the above procedures which results in substantial prejudice to the employee shall result in dismissal of all charges with prejudice. In the instance of dismissal of the charges, the record of the investigation shall not be retained in the employee's personnel files and material contained in such records shall not be used against the employee in the future.

## **ARTICLE 12. CONCLUSION OF NEGOTIATIONS**

A. The State and MSEA agree that this Agreement is the entire Agreement, terminates all prior Agreements or understandings and concludes all collective negotiations during its term. Neither party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them.

B. Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement.

## **ARTICLE 13. CONTRACT ADMINISTRATION**

The parties acknowledge that problems of general administration (as opposed to individual employee grievances) may arise during the administration of this Agreement which may require the State and MSEA to meet from time to time for the purpose of reviewing the general administration of the Agreement. The parties agree to so meet within a reasonable time at the request of either party. Unless a problem is of an emergency nature, the

party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

#### **ARTICLE 14. COPIES OF AGREEMENT**

The parties shall jointly arrange for printing copies of this Agreement. Each party shall pay for the copies it requires for distribution.

#### **ARTICLE 15. COURT SERVICE**

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body or to perform jury service, and such appearance or service results in his/her absence from work, he/she shall be granted court service leave for the period of time necessary to fulfill such requirement. Any employee who makes an appearance and whose service is not required shall return to work as soon as practicable after release.

An employee on court service leave for a full day shall receive the difference between the payment received for such court service, excluding any travel allowance, and his/her regular pay.

Any employee returning to work from court service leave shall be paid by the State for his/her actual hours worked or a minimum of the difference between payment received from the court, excluding any travel allowance, and his/her regular pay, whichever is greater.

The provisions of this Article shall not apply to an employee summoned to or appearing before a court or body as a party to any private legal action which is not job related.

#### **ARTICLE 16. COURT TIME**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half

(1½) of his/her base hourly rate for a minimum of four (4) hours. Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

## **ARTICLE 17. DEFERRED COMPENSATION**

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

## **ARTICLE 18. DENTAL INSURANCE**

The State agrees to pay one hundred percent (100%) of the employee premium of a dental insurance program for full-time employees. The benefit levels of this program shall provide one hundred percent (100%) coverage for preventive care and eighty percent (80%) coverage for general service care. The State agrees to provide payroll deduction for dental insurance, provided such arrangements are agreed to by the insurance carrier. Dependent coverage will be available provided there is sufficient employee participation in the dental insurance program. Dependent coverage will be at the employees' expense.

## **ARTICLE 19. DEPENDENT CHILDREN POST-SECONDARY EDUCATION BENEFIT**

In the event an employee is killed during the performance of his/her job duties, the State shall pay the tuition of his/her dependent children who are accepted as students through the normal admissions process to attend the University of Maine, the State Vocational/Technical Institute System, or the Maine Maritime Academy. Each dependent child shall be eligible for this benefit for five (5) years from his/her first admission date to

either system or until the requirement for a degree has been met, whichever comes first.

## **ARTICLE 20. DISCIPLINE**

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

Disciplinary action shall be limited to the following: oral reprimand, written reprimand, suspension, demotion, dismissal. The principles of progressive discipline shall be followed.

2. No employee covered by this Agreement shall be suspended without pay, demoted or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving a notice of suspension, demotion, or dismissal will be afforded an opportunity to meet with the appointing authority or his/her representative prior to the action proposed. The employee will be entitled to have a Union representative or steward present. At that meeting the appointing authority or his/her designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond. Employees are on notice that a finding of having committed the offense of physical abuse is excluded from progressive discipline and may result in termination of first offense.

Any employee suspended without pay, demoted or dismissed, may initiate appeal of such disciplinary action at the department or agency head step of the Grievance and Arbitration Procedure within fifteen (15) workdays after the employee becomes aware of such disciplinary action.

## **ARTICLE 21. DUES DEDUCTION**

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

2. The State agrees to deduct MSEA membership dues, service fees and insurance premiums from the pay of those employees who individually request in writing that such deductions be made. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement. The employee's written authorization for payroll deductions shall contain the employee's name, social security number, agency in which employed, and work location. Such authorization shall be transmitted by an authorized representative of MSEA or the employee to the State Controller through the applicable agency payroll clerk. When such authorization is transmitted directly from the employee to the agency payroll clerk, a copy of the authorization shall be sent to MSEA.

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

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

5. New employees eligible upon completion of six (6) months service for coverage by this Agreement may also have such payroll deduction during their initial six (6) month period.

## **ARTICLE 22. EMPLOYEE ASSISTANCE LABOR/MANAGEMENT COMMITTEE**

There shall be a broad-brush comprehensive Employee Assistance Program ("EAP") to provide confidential assessment and referral services for State employees. The EAP is intended to aid State employees and their families, and retirees, in cases where personal problems of any nature are having a detrimental effect on the employee's job performance. Services provided directly by the EAP shall be at no cost. There shall be a Labor/Management Committee on the State EAP. The Committee shall be comprised of a representative of each State bargaining unit represented by the Union and an equal number of management representatives selected by the Governor. Committee members may participate in Committee activities during work hours without loss of pay or benefits. The purpose of the Committee is to advocate, support and review the operation of the State EAP to assure a program which enhances the productivity, performance, working conditions, morale and quality of life of State employees. The role of the Committee is to work with the program administrator to maintain effective program operation for employees, retirees and their families.

## **ARTICLE 23. EMPLOYEE DATA**

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

2. Upon mutual agreement, the State and MSEA will use technology available to each party for the purpose of receiving the aforementioned electronic data in the most efficient manner possible. By mutual agreement, such information transmitted to MSEA in a hard copy

format will be transmitted electronically after agreement between the parties on format and content.

## **ARTICLE 24. EMPLOYEE DEVELOPMENT AND TRAINING**

1. The State agrees to provide advice and counseling to employees with respect to career advancement opportunities and agency developments which have an impact on their careers.

2. Regular review of its job-related and career development and training programs will be made by the State in order to provide suitable programs for employees covered by this Agreement. When undertaking any such review, the State shall notify employees of such review and take into account suggestions and proposals made by employees.

3. Employees shall be given a reasonable notice of applicable development and training programs available. Such notice shall include an explanation of the procedure for applying for the program. Notices of development and training programs shall be posted for reasonable periods in advance on bulletin boards at applicable work locations within the agencies involved. An appointing authority shall make every effort to permit employees' participation in such career development and training programs. Participation in any training inside or outside of work hours which is required by the State as a condition of fulfilling the requirements of the employee's job, or any in-service State training which is conducted or undertaken during normally scheduled work hours will be considered as time worked.

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

5. Capitol Security Police Officers and Sergeants will receive sixteen (16) hours of mandatory job training in each calendar year and shall, in addition, be given the opportunity for training in the handling of AMHI patients.

## **ARTICLE 25. EMPLOYEE ORGANIZATION LEAVE**

### **A. Leave for MSEA Organization Activities**

The State shall provide Employee Organization Leave without loss of pay or benefits for members and officers of the MSEA Board of Directors to attend a maximum of one (1) one-day meeting per month of the Board of Directors. For purposes of this Article, the Board of Directors shall consist of sixteen (16) members: twelve (12) from the Council, the President, Vice President, Secretary and Treasurer of MSEA. Additionally, the State shall provide one (1) day per year Employee Organization Leave with pay for up to two hundred ninety (290) MSEA members who have an official capacity to attend the annual MSEA Council meeting. At MSEA's discretion, an employee requiring two (2) days leave to attend the annual meeting may be allotted two (2) of the two hundred ninety (290) days.

Those affected employees shall take either vacation or compensating time to attend the convention. After the convention, within ten (10) workdays, MSEA shall furnish the Bureau of Employee Relations with the list of names and work locations of employees who shall be granted the two hundred ninety (290) days allowed under this section. The State shall restore vacation and comp time credits used within ten (10) workdays of receipt of MSEA's list of eligible employees.

Employees who have no vacation or compensating time credits shall be granted Organization Leave as currently provided. In such case, MSEA shall provide the Bureau of Employee Relations with at least two (2) weeks notice of names and work locations of the affected employees. Employees requiring use of vacation or compensating time credits shall be allowed to do so as they have in the past in accordance with the Employee Organization Leave Articles of their respective contracts (i.e., not restricted by terms of Vacation or Compensating Time Articles).

### **B. Leave for Negotiations**

Members of the MSEA bargaining team (whose numbers shall not exceed four (4) for each unit plus the President and Vice President of MSEA) shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement. Additionally, leave may be requested for other

members necessary for participation on specific negotiations issues and such leave shall not be unreasonably denied.

MSEA shall give reasonable notice to the Bureau of Employee Relations of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA recognizes that exceptional circumstances might preclude the release of an individual on a particular day. The Bureau of Employee Relations will notify affected agencies of those individuals designated or otherwise requested to be made available on particular dates for participation in negotiations and will inform those agencies of the day, or days, when negotiations will take place.

No additional compensation shall be paid if negotiations extend beyond the end of an employee's normal work hours. However, every effort shall be made to schedule non-standard workweek employees so that their days off shall not fall on days of negotiations.

Any designated employee who has a State vehicle assigned shall be allowed to use the vehicle while traveling to and from negotiations. Such employee shall be considered to be in duty status and shall have his/her uniform available for necessary use.

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

1. The Union may designate a reasonable number of employees to act as stewards and chief stewards on their behalf. A list of such employees designated as stewards or chief stewards shall be given to the Bureau of Employee Relations and to appropriate officials at the institution or agency levels on a quarterly basis in July, October, January and April. Such stewards or chief stewards will be allowed a reasonable amount of time away from their work without loss of pay to investigate and process grievances. Prior to leaving his/her work station to attend such business, a steward or chief steward shall obtain consent of his/her supervisor. If operational considerations or workloads temporarily delay the release of a steward or chief steward to attend to proper duties under this Article, he/she will be released for such purposes as soon as practicable. Whenever a steward or chief steward works on union business and such work extends beyond the end of his/her normal workday, such activity shall not be considered as time worked for overtime purposes. Any travel or other

expenses of stewards' or chief stewards' activities shall not be borne by the State.

2. Stewards and chief stewards shall be entitled to two (2) days of leave per year without loss of pay or benefits to participate in official MSEA sponsored steward training. MSEA shall provide the Bureau of Employee Relations with at least two (2) weeks' notice of names and work locations of the stewards and chief stewards participating. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

#### **D. MSEA Grievance Committee**

MSEA grievance committee members traveling one hundred (100) miles or more to monthly grievance committee meetings shall be entitled to leave without loss of pay or benefits for actual and necessary travel time. The State shall provide up to eight (8) days for each of eight (8) grievance committee members, leave of absence without loss of pay or benefits, to serve on behalf of the four (4) employee bargaining units. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

#### **E. Leave for Other Organizational Business**

Employees engaged in MSEA business may apply for administrative leave without pay. Such applications shall not be unreasonably denied, and if denied the reasons for the denial shall be stated to the applicant in writing.

#### **F. Travel Time**

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

## **G. Leave to Attend Pre-Retirement Counseling Programs**

Employees who will be eligible for retirement within one (1) year and who are regularly assigned to an evening shift will be granted one (1) leave day without loss of pay to attend the Maine State Employees Association pre-retirement counseling program.

## **ARTICLE 26. EXPENSE REIMBURSEMENT**

### **A. Mileage Allowance**

1. Effective January 1, 2000, the mileage allowance will be increased to twenty-six cents (\$.26) per mile.

Effective January 1, 2001, the mileage allowance will be increased to twenty-eight cents (\$.28) per mile.

2. Employees who are handicapped and who operate their own personal wheelchair lift or other specially equipped vehicle on State business shall receive a mileage reimbursement rate of forty-five cents (\$.45) per mile.

The State retains the right to require employees to use State vehicles in lieu of mileage reimbursement.

### **B. Lodging and Meal Expenses**

1. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals as provided for in Section 40 of the Manual of Financial Procedures, Travel and Expense Reimbursement Policy.

Nothing contained in this Article shall be deemed to alter the present State policy prohibiting reimbursement for noon meals unless the meal is part of an organized meeting or program or overnight travel.

2. Estimated travel expenses shall be advanced to employees when reasonable and when requested. Any reimbursement of expenses shall be made as soon as possible following the submission of expense reports.

3. Ferry Service employees on unscheduled or unexpected stopovers away from their home ports during meal times shall be entitled to reasonable meal expenses, not to exceed the dollar amounts for breakfast, lunch and dinner listed in Section 40 of the Manual of Financial Procedures, Travel and Expense Reimbursement Policy.

4. Receipts shall not be required for reimbursement for meals eight dollars (\$8.00) and under.

5. Meal allowances for extended days will be paid at the rate of five dollars (\$5.00) for breakfast and fourteen dollars (\$14.00) for dinner.

6. Notwithstanding this provision, no employee shall receive less than the per diem reimbursement allowance of twenty-two dollars (\$22.00) which was authorized prior to the adoption of this provision.

### **C. Telephone Expenses**

1. When an employee is specifically required by the State to have a telephone in his or her residence, the State shall pay nine dollars (\$9.00) of the basic monthly charge. These payments shall be made on a semiannual basis in January and July and shall be prorated for those employees who become eligible or terminate State service between the semiannual payments.

2. The State shall pay all employees' authorized telephone toll charges. In lieu of submitting copies of their personal telephone toll charge statements, employees may elect to submit an itemized accounting of such calls on a regular State voucher.

3. The State shall issue telephone credit cards as needed on a case by case basis.

4. Telephone credit cards shall be issued to Marine Patrol Officers, Marine Patrol Specialists, Game Wardens and Game Warden Corporals for their use as necessary on State business. The State may require such employees to maintain a log of calls charged to credit cards.

5. An employee away from home overnight on the business of the State shall have the right to one (1) five (5) minute telephone call per night within or to the State of Maine at the State's expense. When an employee is away from home overnight for two (2) or more continuous nights,

that employee may aggregate the above five (5) minute period into one (1) or more telephone calls as long as the total time used does not exceed the total time allowed.

6. An employee who reports to work and then is required to work unscheduled overtime shall have the right to one (1) five (5) minute telephone call to notify a member of his/her household.

#### **D. Uniform Maintenance Allowance**

The State shall continue to supply uniforms to employees whom it requires to wear uniforms as a condition of employment. When uniform maintenance is the responsibility of the employee, such employee shall be paid a uniform maintenance allowance of two hundred dollars (\$200.00) per year unless the State makes other arrangements for uniform maintenance. The classifications of Fire Investigator; Liquor Enforcement Officer; Marine Patrol Officer; Marine Patrol Specialist; Marine Patrol Pilot; Game Warden; Game Warden Specialist; Game Warden Pilot; Capitol Security Police Officer, and Capitol Security Police Sergeant which currently utilize an all wool or wool blend uniform which requires dry cleaning only shall receive an additional fifty dollars (\$50.00) per year for a total of two hundred fifty dollars (\$250.00). Should the State replace the dry clean only uniforms with wash and wear equivalents the additional fifty dollars will be discontinued and the employees would revert to the two hundred (\$200.00) allowance. The uniform maintenance allowance shall be paid to full-year employees on a semiannual basis in January and July and shall be prorated for those employees who become eligible or terminate State service between the semiannual payments. Seasonal employees shall be paid the uniform maintenance allowance on a monthly basis provided that such employee is in pay status as of the fifteenth (15th) of any calendar month.

The parties agree that the employees in the Forest Ranger classifications will be provided an all-purpose uniform rather than separate work and dress uniforms as provided by current practice. Details concerning the all-purpose uniform will be mutually agreed to by the parties.

The classes currently receiving uniforms and which shall be eligible for the uniform maintenance allowance are as follows:

Fire Investigator  
Liquor Enforcement Officer

Campground Ranger I  
Campground Ranger II  
Campground Ranger III  
Forest Ranger I  
Forest Ranger II  
Forest Ranger III  
Forest Ranger Pilot  
Forest Fire Prevention Specialist  
Marine Patrol Officer  
Marine Patrol Pilot  
Marine Patrol Specialist  
Game Warden  
Game Warden Specialist  
Game Warden Pilot  
Capitol Security Police Officer  
Capitol Security Police Sergeant

#### **E. Reimbursement for Advanced Courses**

Employees shall be reimbursed by their appointing authority for tuition, course-related fees and other course-required and approved costs paid for advanced courses in their field which will help improve their skills and improve the services provided by the State and which are taken while in the employ of the State, provided that prior approval for taking any such course shall have been obtained from the appointing authority and provided that the employee shall have met the agency's requirements for satisfactory completion of the course. Each appointing authority shall endeavor to allocate a reasonable amount of available funds in each fiscal year to reimburse employees for such approved advanced courses.

#### **F. Assignment Out-of-State**

Where it is reasonably anticipated that an Employee will be assigned to work out-of-state for more than five (5) consecutive workdays with an intervening Saturday and Sunday without a work assignment, the affected Employee may request in advance of the work assignment that his/her appointing authority approve reimbursement for expenses necessary

to return the Employee to his/her Maine headquarters for the weekend. Such a request shall be approved if the travel costs incurred by returning to Maine for the weekend are equal to or less than lodging and estimated meal expenses for the weekend if the Employee remains at the out-of-state assignment location.

## **G. Corporate Credit Cards**

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

## **ARTICLE 27. GRIEVANCE PROCEDURE**

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

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

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

### **2. Procedure**

**2.1 Step 1:** Within fifteen (15) workdays after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that he/she has a grievance, the

employee and/or his/her representative shall present the grievance orally to his/her immediate supervisor. The immediate supervisor shall be responsible to taking such steps as are advisable, including consultation with superiors with authority to resolve the grievance, in an effort to resolve the grievance.

**2.2 Step 2:** If the grievance is not resolved within ten (10) workdays of submission at Step 1, within ten (10) workdays thereafter the employee and/or his/her representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested as follows:

**(a) Major Departments and Agencies.** (i) In departments or agencies organized into bureaus, divisions or institutions, the grievance shall be submitted to the bureau, division or institution head, as designated by the department or agency head, who shall provide the employee and/or his/her representative with his/her decision in writing within ten (10) workdays of submission. (ii) If the grievance is not thereby resolved, within ten (10) workdays after the receipt of the bureau, division or institutional head's written decision it shall be submitted to the department head. The department head or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with his/her decision in writing within ten (10) workdays of submission or, if a hearing is held, within fifteen (15) workdays of submission.

**(b) Other Agencies.** In departments or agencies not organized into bureaus, divisions or institutions, the grievance shall be submitted to the department or agency head. The department or agency head or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with his/her decision in writing within ten (10) workdays of submission or, if a hearing is held, within fifteen (15) workdays of submission.

**2.3 Step 3:** If the grievance is not resolved at Step 2, within ten (10) workdays after receipt of the written decision of the department or agency head the employee and/or his/her representative may appeal to the State Director of Employee Relations by filing with him/her a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The Director of Employee Relations or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with a written decision within fifteen (15) workdays of

receipt of the appeal; or, if a meeting is held, within ten (10) workdays after the conclusion of such meeting.

**2.4 Step 4:**

(a) If the grievance has not been satisfactorily resolved at Step 3, then MSEA may submit the grievance to arbitration by submitting a request for arbitration to the Director of Employee Relations as well as a statement of the grievance specifying the Article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be received by the Bureau of Employee Relations through personal service or by mailing by registered or certified mail within fifteen (15) workdays of the receipt of the Step 3 decision.

(b) Upon receipt by the Director of Employee Relations of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) workdays of receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect.

The request for arbitration along with a request for a list of arbitrators must be received by AAA within six (6) weeks of the Bureau of Employee Relations' receipt of the request for arbitration, in order for the AAA administration fees to be shared equally by the parties. If such request is not received by AAA by the expiration of the six (6) weeks but is received within twelve (12) weeks, MSEA shall pay the entire AAA administration fee. If a request has not been received by AAA within twelve (12) weeks of the Bureau of Employee Relations' receipt of the request for arbitration, MSEA will be deemed to have waived its right to appeal the Step 3 decision to arbitration.

(c) The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. The arbitrator shall have no authority to award interest on any award. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except as provided in section 2.4(b) of this Article, and except that each party shall bear the costs of preparing and presenting its own case.

(d) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(e) In grievances involving discharge of an employee and/or discipline which has led to a discharge, the arbitration hearing shall be held within four (4) months of the Step 3 decision. Subsequent hearing dates, if necessary, shall be held at the earliest date(s) offered by the assigned arbitrator and which is mutually acceptable to the parties. The parties agree that in the event of a conflict in the scheduling of grievance arbitrations, grievances involving discharge and/or discipline which has led to a discharge shall have priority over all other pending grievance arbitration matters between the parties.

### **3. General Provisions**

3.1 The State shall not deny any employee MSEA representation at any stage of the grievance procedure and MSEA shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.

3.2 All of the time limits contained in this Article may be extended by mutual agreement of the parties and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree to bypass steps of the grievance procedure.

3.3 In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or his/her representative meets the time limits or extensions thereof. Failure of the

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

**3.4** Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the State Director of Employee Relations or his/her designee and MSEA.

**3.5** Any grievance involving two (2) or more employees within the bargaining unit within the same department or agency may be processed jointly and shall be initiated with the most immediate common supervisor of the employees involved.

**3.6** An aggrieved employee and/or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the State.

**3.7** An aggrieved employee and any employee witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among Association officials or preparation for representation at a grievance hearing.

**3.8** The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand.

## **ARTICLE 28. HEALTH AND SAFETY**

**1.** The State will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe working conditions. MSEA agrees to support any programs required to meet the health and safety needs of employees.

An employee may request his/her department to provide safety related equipment, clothing, devices or tools as may be required to maintain a safe working environment. Such requests, if denied, may be appealed, upon

notice to the department, to the Labor/Management Committee on Safety of State Buildings, which decision shall be final and binding on the parties. In this regard, formal votes required by the Committee shall be cast as one (1) vote by labor and one (1) vote by management.

2. Fire Investigators shall take an annual blood test to screen for liver-related conditions. The Department of Public Safety will arrange and pay for the test.

## **ARTICLE 29. HEALTH INSURANCE**

The State shall provide health plan coverage for employees pursuant to Title 5 §285. The State shall pay sixty percent (60%) of the cost of dependent premium for each eligible employee who selects dependent coverage.

Effective July 1, 1993, part-time and seasonal employees hired into permanent full-time positions will be allowed to apply for health insurance within sixty (60) days of the permanent appointment with no evidence of insurability.

## **ARTICLE 30. HOLIDAYS**

1. Employees have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Patriot's Day	Friday following
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who work the calendar date and who are off on the observed date shall be paid the appropriate holiday rate for the calendar date only. Employees who are off on the calendar date and who work on the observed date shall be paid the appropriate holiday rate for the observed date only. Employees who work both the calendar date and the observed date shall be paid the appropriate holiday rate for the observed date only. A reasonable attempt shall be made not to schedule an employee for both the calendar date and the observed date of a holiday. Employees who are not scheduled to work either the calendar or the observed day of the holiday shall be given either another day off within the same work week or a day's pay at the option of the agency.

3. In addition to regular pay for holidays, those employees who are currently eligible for premium overtime pay shall be entitled to one and one-half (1½) times their hourly rate for time worked on holidays. In lieu of premium pay, eligible employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1½) hours of compensating time for each hour of holiday work. Employees not eligible for premium pay shall be paid or, upon mutual agreement, be given compensating time off at an hour for hour basis. Compensating time shall be used pursuant to the provisions of the Compensating Time Article.

4. When a non-standard law enforcement employee is required to work on a holiday, he/she will be given one and one-half (1½) times their hourly rate of pay for each hour worked. In lieu of pay, upon mutual agreement, employees will be given one and one-half (1½) hours of compensating time for each hour worked. Such time shall be accrued and used in accordance with the Compensating Time Article.

## **ARTICLE 31. HOURS AND WORK SCHEDULES**

1. The basic department, agency or other operational unit work schedules and practices, including work schedules or practices peculiar to particular classes, in effect on the effective date of this Agreement, shall not be changed without the employer informing MSEA in advance and negotiating the impact of such changes, if requested, on the affected employ-

ees. Negotiations shall occur no longer than a thirty (30) day period prior to the implementation of the change. If the parties have not reached agreement within the thirty (30) day period, the obligation to bargain shall continue.

2. To the extent practicable, employees shall be scheduled in a manner that will not result in split shifts, split days off or frequent changes in work schedules. Every practical effort will be made to equitably treat employees whose jobs require that they work irregular or frequently changed hours, shifts or workweeks.

3. It is recognized that involuntary work schedule changes may have an adverse impact on employees, and the employer recognizes its obligation to avoid or minimize such adverse impact to the extent practicable. An employee will be given at least fourteen (14) calendar days' notice prior to the effective date of the change in his/her individual schedule unless emergency or unforeseen developments preclude the possibility of such notice.

4. All time during which an employee is required to be on active duty shall be considered hours worked.

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

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

7. Present practices with respect to travel time shall be continued.

8. Employees within this unit designated as non-standard shall have their scheduled days off commence at 5:00 p.m. on the day preceding the scheduled day or days off, and their time off shall end at 8:00 a.m. on the day scheduled to return to work. However, if conditions warrant, an employee occasionally may have to work beyond 5:00 p.m. on the day preceding the scheduled day/days off.

## **ARTICLE 32. LABOR/MANAGEMENT COMMITTEES**

### **A. Statewide**

The Labor/Management Committee established by the previous contracts shall continue.

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

### **B. Building Safety**

There shall be established a Labor/Management Committee concerning the safety of State Buildings. The Committee shall be made up of one representative from each of the following bargaining units: Representing Labor - Administrative Services; Operations, Maintenance and Support Services; Law Enforcement; Professional and Technical Services; Supervisory Services; Institutional Services; and State Police Unit and an equal number of management representatives selected by the Governor. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

### **C. Employee Health**

There is established by law (Title 5, Chapter 13, Subchapter II, Section 285-A) the State Employee Health Commission. Commission members who are covered by this agreement may participate in the work of the Commission during work hours without loss of pay and benefits.

### **D. Physical Fitness Assessment Program**

The Ad Hoc Committee established to study and make recommendations to the parties regarding implementation of a Physical Fitness Assessment Program shall continue. The Committee shall be comprised of one (1) employee representative appointed by the Union, from each of the affected agencies and an equal number of management representatives appointed by agency Commissioners. Subcommittees may be appointed at the agency level to discuss issues which are

particular to an agency and shall coordinate their activities with and report to the central Ad Hoc Committee. The Committees shall meet at times mutually agreeable to labor and management representatives. Committee members may participate in the work of the Committees during working hours without loss of pay or benefits.

The role of the committee is to assess the following aspects of the Physical Fitness Program:

1. The scope, nature, and standards for a Physical Fitness Assessment and Wellness Program;
2. The scope of preliminary health screening of employees in order to analyze the health risk, if any, or an individual employee vis a vis participation in a Physical Fitness Assessment Program;
3. The scope and nature of an educational component Physical Fitness Assessment Program; and
4. Any financial incentives or awards which are to be made available to employees.

The Labor/Management Committee may implement the recommendations with a Pilot Program or otherwise as the Committee may deem necessary, subject to agreement of the parties hereto.

#### **E. Hours and Work Schedules – Forest Fire Control, Marine Patrol & Warden Service**

There shall be established an Ad Hoc Committee from each agency to study and make recommendations to the parties regarding hours and work schedules, including the requirement for twenty-four (24) hour reachability under the terms of the Memorandum of Agreements. The Committees shall be comprised of three (3) employee representatives appointed by the Union, from each of the affected agencies and an equal number of management representatives appointed by agency Commissioners. The parties will provide a facilitator to assist in this process, within available funding. The Committees shall meet at times mutually agreeable to labor and management representatives. Committee

members may participate in the work of the Committees during working hours without loss of pay or benefits. The Committee shall complete this work by October 1, 1999, unless extended by mutual agreement.

The intent and purpose of this Article is to provide a venue for each agency to consider possible changes in work schedules. Changes agreed upon by each committee may be adopted on a trial basis or otherwise during the term of this agreement, subject to agreement of the parties hereto.

This provision does not preclude the State's right to change work schedules pursuant to Article 31 of this agreement.

## **F. Divisions of Adult and Juvenile Community Corrections**

There shall be a Labor/Management Committee established to discuss hours and work schedule issues including business phone calls during non-work time.

The Committee shall be comprised of three (3) employee representatives appointed by the Union, and an equal number of management representatives appointed by the Commissioner.

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

## **ARTICLE 33. LIFE INSURANCE**

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

## **ARTICLE 34. MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the State agrees to make no changes without appropriate prior consultation and negotiations with the Association unless such change is made to comply with law, and existing regulations, Personnel Rules, written Policies and Procedures, General Orders, General Operating Procedure, or Standard Operating Procedure.

## **ARTICLE 35. MANAGEMENT RIGHTS**

The MSEA agrees that the State has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all agencies and facilities; the right to direct its work force; to administer the merit system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the agency; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

## **ARTICLE 36. MILITARY LEAVE**

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without loss of pay, and shall accrue sick and annual leave and seniority during periods of annual training not to exceed seventeen (17) calendar days in any federal fiscal year, as specified by provisions of the National Defense Act or Armed Forces Reserve Act of 1952.

## **ARTICLE 37. MSEA MEMBERSHIP PACKETS**

Each newly hired employee eligible upon completion of six (6) months service for coverage by this Agreement shall be provided by the State

with an MSEA-furnished membership packet along with other orientation materials which are regularly provided to new employees. MSEA shall be solely responsible for the material contained in such packets, which shall conform to standards contained in the Bulletin Boards Article. Any questions concerning the contents of these packets or MSEA programs shall be referred to MSEA. MSEA shall supply the packets to the points of distribution. In addition, the State shall supply MSEA with the following information in computer format on the first of each month: Social Security Number, Date Hired, Name, Address, Class Title, Department, Class Code and Work Location for each newly hired employee. The State will identify those employees who are seasonal. The State shall also notify MSEA of the same information as to each employee coming under coverage of this Agreement due to promotion, demotion, reclassification, transfer or other change of status and those employees who have terminated their State service within thirty (30) days of determination of such change.

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

### **ARTICLE 38. MSEA RETIREMENT HANDBOOK**

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

### **ARTICLE 39. NON-DISCRIMINATION**

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

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

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

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

The State and MSEA agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure contained in the Grievance Procedure Article subject to the State's right to have any such grievance considered at the appropriate level or steps by the State's Affirmative Action Officer. This provision shall not preclude other legal remedies provided by law.

## **ARTICLE 40. OUTSIDE EMPLOYMENT**

Employees may engage in other employment outside of their State working hours so long as the outside employment does not involve a conflict of interest with their State employment. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with his/her appointing authority or other appropriate agency representative prior to engaging in such outside employment. Employees of agencies where there are established procedures concerning outside employment for the purpose of insuring compliance with specific statutory restrictions on outside employment are expected to comply with such procedures.

## **ARTICLE 41. OVERTIME ASSIGNMENTS**

1. In classifications where employees are eligible for overtime pay, overtime work shall be offered to employees within the work location involved from the appropriate work group in continuing rotation on the basis of seniority. Each employee shall be selected in turn according to his/her place on the seniority list by rotation provided, however, the employee whose turn it is to work possesses the qualifications, training and ability to perform the specific work required.

2. An employee requesting to be skipped when it becomes his/her turn to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made on the overtime roster.

3. In the event no employee accepts required overtime work, the State shall assign employees within the work location involved from the appropriate work group to perform the overtime work by continuing rotation in inverse order of seniority. Employees who are unavailable, including employees who are on vacation, sick leave or other approved leaves of absence, and employees for whom the requirement of overtime work would cause undue hardship, shall be excused from a required overtime assignment. Employees so excused shall not lose their eligibility for overtime work within the then current rotation.

4. Work in progress, when appropriate, shall be completed by the employee performing the work at the time the determination is made that overtime is required except that an employee for whom the requirement of overtime work would cause undue hardship shall be excused from the overtime assignment.

5. If an employee is skipped or denied an opportunity to work overtime in violation of this Article, he/she shall be offered overtime work the next time overtime work is available.

## **ARTICLE 42. PERMANENT STATUS**

No employee's probationary period shall be extended without the employee being informed in writing prior to the expiration of such period. Unless notified in writing otherwise prior to expiration of his/her probationary

period or extension thereof, the employee shall be granted permanent status immediately following such probationary period.

## **ARTICLE 43. PERSONAL SERVICES**

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

## **ARTICLE 44. PERSONNEL FILES**

1. An employee, upon written request to or after prior arrangement with the State Bureau of Human Resources, or the appropriate official at his/her work location or in his/her agency, shall be permitted to review his/her personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate records custodian or agency representative. An employee may review his/her personnel files at reasonable times during his/her regular work hours if such review does not require travel out of the normal work area. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

2. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain commendations, employee performance appraisals or ratings and records of training programs completed.

3. Upon request an employee shall be provided a copy of any or all materials in his/her personnel files provided that such copies shall be provided at the employee's expense. Copies of material added to the employee's personal file after the effective date of this Agreement shall be furnished at the State's expense and sent to each employee simultaneously with it being placed in his/her personnel file.

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

removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of disciplinary suspensions resulting from patient/client abuse, neglect or mistreatment shall not be removed from personnel files under the provisions of this paragraph 4.

## **ARTICLE 45. PROPERTY DAMAGE**

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

## **ARTICLE 46. RECLASSIFICATIONS**

Definitions. For the purposes of this Agreement the following terms are defined as follows:

(a) Classification and Reclassification. Classification and reclassification are the assignment or reassignment, respectively, of a position or group of positions to an occupational classification which is appropriate for compensation and employment purposes.

(b) Allocation and Reallocation. Allocation and reallocation are the assignment or reassignment, respectively, of a classification to the appropriate grade in the compensation plan.

1. MSEA may appeal to final and binding arbitration a determination of the Director of Human Resources on the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within fifteen (15) workdays of the Director of Human Resources' determination. Arbitration cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of an arbitration panel. Subsequent selection of panel members, if necessary, shall be agreed to within sixty (60) days of the termination of an arbitrator. Arbitrators shall be experienced in job evaluation disputes. If the parties cannot agree on the selection of arbitrator(s), they shall seek the assistance of the American Arbitration Association. The parties shall share equally the costs and expenses of the arbitrator(s) and each party shall bear the costs of preparing and presenting its own case.

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

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

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

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

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

The Reclassification Study Committee shall study and make recommendations to the parties as to the hazardous working conditions of employees in maximum security institutions.

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

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

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

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

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

7. If qualifications for a classification change, affected employees currently working in the class will be grandfathered except where licensing, registration, certification or special qualifications are required by state law, federal law or court order, or except where licensing, registration, certification or special qualifications are required to obtain or maintain federal funds.

8. The provisions of this Article (46) shall be effective as provided in Article 70 (Term of Agreement); provided, however, that provisions of this Article shall be reopened for negotiation upon thirty (30) day written notice, or demand to reopen, given by either party when such notifying party has concluded that reopened negotiations are necessary relative to current compensation system bargaining being conducted pursuant to 26 M.R.S.A. §979-D(1)(E)(1)(g), (h) and (i). Such re-opened negotiations shall be conducted only as a part of compensation system bargaining and only pursuant to 25 M.R.S.A. §979-D(1)(E)(1)(h).

## **ARTICLE 47. RELOCATIONS**

When an employee is permanently reassigned or transferred to a new work location thirty-five (35) or more miles away from his/her present work location to accommodate the State's operational needs, he/she shall be reimbursed for actual reasonable and necessary moving expenses by common carrier. If the State requires an employee to live in a specified zone or district after initial assignment, the employee will be reimbursed for actual reasonable and necessary moving expenses by common carrier.

An employee will not be permanently reassigned or transferred for disciplinary or arbitrary or capricious reasons. Unless specific requirements dictate otherwise, transfers and reassignments shall be on a voluntary basis from among qualified employees. The most senior employee who is qualified to perform the duties of the position shall be entitled to the transfer or reassignment. If there are no qualified volunteers, the least senior qualified employee shall be transferred. In the event the least senior qualified employee has children of elementary or secondary school age, he/she shall be exempted from this provision in the event no schools are available in the new assignment area or if suitable educational arrangements for such children cannot be mutually agreed to.

The State shall provide ninety (90) days advance notice of such relocations whenever possible, and in the event that less than ninety (90) days notice is provided, the State will pay reasonable temporary relocation expenses, pursuant to the Lodging and Meals Article of this Agreement, for any period of less than ninety (90) days notice.

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

#### **ARTICLE 48. RESIDENCE REQUIREMENTS**

Marine Patrol Officers shall be allowed to reside in their patrol areas where they choose so long as response time to calls is reasonable. The standard for reasonableness shall be thirty (30) minutes under normal driving conditions to the area of the patrol that contains the most Marine Resources-related activity. The thirty (30) minute response time may be extended by mutual agreement if extenuating circumstances exist. No employee currently living outside of the above-mentioned standards shall be required to move as a result of the implementation of this Article.

Where State housing is not provided, law enforcement personnel may be required as a condition of employment, to provide their own housing within a fixed location or area, within an assigned unit work area. The Commissioner or his/her designee may grant exceptions for unusual circumstances which will not be unreasonably denied.

#### **ARTICLE 49. RESPONSIBILITIES OF THE PARTIES**

The State and MSEA acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The State and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

(a) **Exclusive Negotiations.** The State will not bargain collectively or meet with any employee organization other than MSEA with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised by the State to transmit their requests concerning terms and conditions of employment to MSEA.

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

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

(d) **Efficient Public Service.** The State and MSEA acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of the State involving employees. The parties recognize the responsibility of employees to perform the duties assigned them in an efficient and expeditious manner. The parties further recognize the responsibility of the State to promote a working environment and a quality of work life conducive to achievement of these goals.

(e) **Settlement of Grievances.** The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

## **ARTICLE 50. REST AND LUNCH PERIODS**

1. The present practices of agencies, departments or organizational units with respect to rest periods during the regular workday shall be continued, provided that each employee shall be allowed two (2) rest periods with pay of fifteen (15) minutes during each regular workday. Employees whose duties involve continuous operations where breaks cannot be scheduled shall take personal rest periods as schedules permit.

2. Present practices of agencies, departments or organizational units with respect to lunch periods during the regular workday shall be continued, provided that each employee shall be allowed at least one-half (½) hour for lunch without pay during each regular day or have his/her lunch period considered as time worked if he/she eats while performing his/her regular duties.

3. When it is reasonably anticipated that overtime will extend for at least one (1) hour, an employee shall be allowed a rest period with pay of fifteen (15) minutes between the end of a regular work schedule and the beginning of the overtime work. If overtime is to continue beyond two (2) hours, an employee shall be allowed a meal period with pay of at least one-half (½) hour after two (2) hours of overtime and an additional meal period with pay of at least one-half (½) hour after each additional four (4) hours of overtime providing the employee will be continuing to work thereafter. After completing four (4) hours of overtime, the employee shall be allowed a rest period with pay of fifteen (15) minutes during each additional four (4) hours of overtime. It is not the intent of this paragraph to combine the rest and meal periods provided.

## **ARTICLE 51. RETIREMENT CONTRIBUTION REFUNDS**

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine State Retirement System shall be made within the time frame provided by law. Currently, refunds shall be made within sixty (60) days after receipt by the System of an application for refund.

## **ARTICLE 52. RULES AND REGULATIONS**

In the event of a conflict between the provisions of this Agreement and the Personnel Rules or departmental rules or regulations as they now exist or may be from time to time amended, the provisions of this Agreement shall apply.

## **ARTICLE 53. SAFETY BOOTS**

1. The State will provide employees in the classifications listed in Section 2 below, who are required to wear fire retardant boots, with an allowance of seventy-five dollars (\$75.00) every two (2) years for replacement of safety boots. New employees in these classifications shall be eligible for the seventy-five dollar (\$75.00) allowance after completion of their probationary period and every two (2) years thereafter from their beginning anniversary date. Safety boots purchased must meet ANSI standards where applicable. Requirements for the wearing of safety boots will be in accordance with work rules published by the State. The Department of Conservation will provide fire retardant boots to Forest Rangers and Ranger Pilots according to the departmental replacement schedule.

2. .. Classifications required to wear safety boots:  
Forest Ranger I  
Forest Ranger II  
Forest Ranger III  
Forest Ranger IV

## **ARTICLE 54. SENIORITY**

### **A. Definition and General**

1. Seniority for the purposes described herein is defined as continuous employment, since the last date of hire into a status-granting position. Employees shall attain seniority upon completion of their initial probationary period retroactive to the date of initial hire.

2. Seniority shall be broken only as provided in paragraph 4 of this Section. An employee shall continue to accrue seniority during any period while he/she is on layoff and subject to the recall provisions of this Article, during military leave, leaves occasioned by incapacity for work and during any period of an authorized leave of absence except those pursuant to the Unpaid Personal Leaves of Absence Article and voluntary cost savings.

3. Lists of employees by seniority in their current classifications within an organizational unit shall be posted on the appropriate State bulletin boards as soon as practicable after execution of this Agreement and shall be provided to MSEA simultaneously. These lists shall be updated from time to time as necessary.

4. An employee shall lose his/her seniority if he/she:
- (a) voluntarily resigns;
  - (b) is discharged for just cause;
  - (c) is laid off and not recalled for work within three (3) years from the date of layoff;
  - (d) fails to return to work or supply a satisfactory reason for not reporting within five (5) workdays of being recalled to work from layoff. Written notice of recall shall be sent by regular mail to the employee's last known address.

5. Layoffs and recalls to work for a period of three (3) working days or less are temporary and not subject to the provisions of this Article.

## **B. Layoffs**

When an appointing authority determines that a reduction in force is necessary, implementation of that reduction in force will proceed as follows:

(1) The appointing authority determines which positions, in each organizational unit and unit division, are to be abolished or funding eliminated.

(2) The least senior employee(s) in the affected classification and unit division will be laid off. More senior employees who occupy positions that are abolished or for which funding is eliminated will be reassigned to vacancies created by these layoffs or to other available vacancies in the class and unit division. These employees will be offered their choice of vacancies into which they may be reassigned in order of seniority, provided they are qualified to perform the duties of the position they select.

(3) If no option exists in (2), in lieu of layoff a displaced employee may accept, in order of seniority, reassignment to an available vacant position in his or her last previously held classification, regardless

of changes to range, title, and/or bargaining unit of the classification since the employee left the classification, in the same unit division, provided the employee is qualified to perform the duties of the position.

(4) If no option exists in (3) above, in lieu of layoff a displaced employee may displace, in order of seniority, the least senior employee in his or her last previously held classification, regardless of changes to range, title, and/or bargaining unit of the classification, since the employee left the classification, in the same unit division, provided he or she has greater seniority than the employee being displaced and is qualified to perform the duties of the position. The employee may also accept reassignment, in order of seniority, to an available vacancy in classifications that are lower related to the employee's current classification in the same unit division, provided the employee is qualified to perform the duties of the position.

Any employee displaced pursuant to this provision shall have like reassignment and displacement rights.

No classified employee may displace any unclassified employee. No unclassified employee may displace any classified employee except to the classification in the other service that was the last previously held.

The State and MSEA shall negotiate to establish appropriate organizational units and unit divisions. Within three (3) months of the implementation of this agreement all organizational units and unit divisions shall be reviewed on a departmental basis. Thereafter, either party may request a review of an organizational unit or unit division on a departmental basis. In the event that the parties are unable to agree to appropriate organizational units and unit divisions either party may submit the dispute at any time thereafter for a binding determination to a qualified arbitrator mutually agreed upon by the parties or selected through the American Arbitration Association in accordance with the rules and procedures of that Association.

No employee other than a permanent employee, including permanent seasonal employees, shall be used to perform work in a class in the unit division while a permanent employee who is qualified to do the work is on layoff unless the laid off employee refuses the work.

### **C. Notice of Layoff/Reassignment/Displacement**

Employees to be affected by pending layoff, reassignment, or displacement shall be given written notice as soon as practicable but at least five (5) workdays before the effective date of the layoff/reassignment, or displacement. Employees affected by layoff/reassignment/displacement shall be required to reply in writing within three (3) workdays of notice of layoff as to their decisions on layoff and displacement rights. Employees subject to actual layoff and not displacing other employees shall be entitled to notice of at least ten (10) workdays before layoff. Copies of any notices from the State to employees under this provision shall be given simultaneously to MSEA.

### **D. Recalls**

A recall register shall be established for each class by organizational unit or unit division, as appropriate, from which any employee has been laid off, transferred or demoted in lieu of layoff. An employee who is notified of layoff will be placed on the recall register, immediately upon receipt of written notice to the Bureau of Human Resources from the employee in the manner prescribed by the Bureau, for the class from which he or she was laid off and, when applicable, his or her last previously held classification. Any vacancy occurring in that class, or the class last previously held shall be offered first to the employee on the recall register. Recalls to work shall be made as follows:

(1) To the most senior employee in the unit division who possesses the minimum qualifications to perform the duties of the position;

(2) To the most senior employee in the organizational unit who possesses the minimum qualifications to perform the duties of the position;

(3) To the most senior employee statewide who possesses the minimum qualifications to perform the duties of the position.

Employees who refuse recall to the same classification, or to the last previously held classification, for a unit division, organizational unit, or on a statewide basis, from which he or she was laid off or to which they have recall rights shall be removed from the appropriate recall register.

## **E. Other Vacancies**

An employee laid off or about to be laid off may open any employment register for which he/she is eligible for the purpose of establishing qualifications for any State position.

The placement on class registers and certification procedures for employees on layoff shall be treated as promotional in all cases, regardless of the pay grade of the class for which the employee is applying.

## **F. Filling of Non-Competitive Vacancies**

In the event of a vacancy in a non-competitive position, positions shall be filled on the basis of: first, ability and qualifications to perform the duties of the higher classification and second, where the "first" is equal among two or more employees, seniority will govern.

All job vacancies shall be posted in the applicable department, agency, organizational unit or unit division for ten (10) workdays. Notice of vacancies shall include the full particulars of the positions, including a job description, job location, pay rate, required qualifications and requirements for applying. Any employee wishing to be considered for an applicable promotion shall file a written, dated application with his/her appointing authority or designee within the posting period. Job posting notices shall indicate the name and title of the person to whom applications should be submitted. Seasonal and part-time employees shall have the right to apply for full-time vacancies and shall be given consideration in accordance with their abilities, qualifications and seniority.

Employees promoted under the provisions of this Agreement will be in a probationary status for a period of six (6) months from the effective date of the promotion. Such probationary period may be extended for just cause for an additional six (6) months. During such period the employee may be removed from the position promoted to for failure to fulfill the duties of the position. In such case he/she shall be returned to his/her former position if the employee so desires. An employee filling positions created by the promotion shall be likewise entitled to return to his/her former position.

## **G. Filling of Competitive Vacancies**

Current procedures for filling of vacancies in the competitive service shall be continued during the term of this Agreement. The Labor/Management Committee established elsewhere in this Agreement shall have as one of its responsibilities the study of procedures for the filling of competitive positions and the development of recommendations concerning possible modifications. The Committee shall report the results of its study and its recommendations to the parties at least ninety (90) days prior to the date of termination of this Agreement.

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

(a) Notice of all vacancies in competitive jobs shall be posted in the applicable department, agency, organizational unit or unit division for at least ten (10) workdays.

(b) All employees certified to an appointing authority shall be offered the opportunity of an interview.

(c) Each certified employee shall be notified by the appointing authority of his/her selection or non-selection.

(d) Length of service representing satisfactory service to the State is important for any position and will be given appropriate consideration by the appointing authority along with the qualifications for the position.

The State certification procedures shall provide for concurrent certification of eligible employees instead of serial certification for the duration of this Agreement. Employees accepting a job offer must do so within five (5) business days from that job offer. An employee shall be entitled to refuse four (4) appointments from a register before being removed from the register.

Employees in a department or agency who are in the same classification or on a register for that classification who bid for transfer into a vacancy in the department or agency shall be offered the opportunity to interview for such vacancy.

Upon promotion an employee shall be entitled to return to his/her former position voluntarily within thirty (30) days of promotion; otherwise voluntary demotion rules will apply. An employee at any time during the probationary period or any extension thereof failing to attain permanent status in a promotional position shall be entitled to return to his/her former position.

Any employee filling a vacancy created by a promotion shall be likewise entitled to return to his/her former position when a promoted employee returns to his/her former position in accordance with the above provisions.

## **H. Promotions and Appointments**

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

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

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

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

## **I. Permanent Seasonal Employees**

The provisions of this Article shall apply to seasonal employees covered by this Agreement but in a separate seniority, layoff, reassignment, displacement and recall track, for their respective seasons. Permanent employees laid off from their permanent position shall be entitled to return to previously held permanent seasonal positions. For purposes of this Article, when a seasonal employee moves from the seasonal track to the year-round track, seniority calculations shall be converted to reflect actual time worked in the seasonal position. Seniority credits for the purpose of this conversion shall be calculated in weekly increments. Any time worked within a given week shall be recognized as a full week.

## **J. Part-Time Employees**

Separate track seniority systems for layoff, reassignment, displacement and recall purposes shall be implemented for full-time and part-time employees. Full-time employees will only be given options in full-time positions. Part-time employees will only be given options in part-time positions.

Full-time positions shall be defined as any position regularly scheduled for forty (40) or more hours per week.

If an employee is the least senior employee in his or her classification and unit division, he or she shall be given the options prescribed in section B of this Article in the other track, provided the employee has previously held that classification in the other track with the agency.

For purposes of this Article, when a part-time employee moves from the part-time track to the full-time track, seniority calculations shall be converted to reflect actual time worked in the part-time position. Seniority credits for the purpose of this conversion shall be calculated according to the employees scheduled workweek. Any time worked within a given week shall be recognized as a scheduled workweek.

Recall rights shall be limited to the track from which the employee is initially laid off, displaced, reassigned or demoted in lieu of layoff.

## **K. Positions Outside Bargaining Unit**

An employee in the bargaining unit as of the effective date of this Agreement in a position in a class covered by this Agreement but who becomes excluded pursuant to Section 979-A(6)(C) of the State Employees Labor Relations Act and an employee who by way of a promotion through a normal career ladder is in a classified position excluded from the bargaining unit pursuant to Section 979-A(6)(B) or Section 979-A(6)(D) of the State Employees Labor Relations Act and any other employee promoted through a normal career ladder to a position outside of the bargaining unit shall have the same layoff, seniority, displacement, recall and other rights under this Article for return to a position in the bargaining unit as a covered employee would have if the exercise of those rights is occasioned by a layoff.

Employees covered by previous MSEA Agreements in any status described above shall continue to have such rights for return to a position in the bargaining unit as described above.

Otherwise, employees excluded from bargaining units pursuant to the State Employees Labor Relations Act shall have no rights under this Article within the bargaining unit.

#### **L. Laid Off Employees in State Housing**

Full-time year-round employees who live in State housing and are laid off shall have at least sixty (60) days to vacate the State housing.

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

The State agrees to provide laid off employees with group health insurance at the employee's expense for one (1) year provided that the employee is unemployed. Premiums are to be paid directly to the insurance carrier. Failure to make payments would result in cancellation of insurance with no conversion privileges.

#### **N. Short-Term Seasonal Positions**

Short-term seasonal position vacancies of fifteen (15) weeks or less duration shall not require posting as a method of filling the vacancy.

### **ARTICLE 55. SEVERABILITY**

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to the State of funds or property or services made available through federal law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect. The

parties agree to use their best efforts to contest any such loss of federal funds which may be threatened.

## **ARTICLE 56. SHIFT ASSIGNMENTS**

When an opening occurs in a shift assignment in an appropriate work group at a location, preference shall be given to employees within the classification who possess the training, ability and any required special qualifications to perform the work required, on the basis of seniority. In the event that no employee desires a shift assignment, employees shall be selected in order of inverse seniority.

This provision shall not apply to necessary training assignments. This provision shall not in itself alter the practice of rotating shifts where such practice presently exists. No employee who has a regular shift assignment on the effective date of the Agreement shall be involuntarily displaced from such shift assignment as a result of this Article.

## **ARTICLE 57. SICK LEAVE**

1. Sick leave credit shall be earned at the rate of one (1) day per calendar month of service. The current practices concerning the earning of sick leave credits shall be continued. Sick leave shall be earned from the employee's date of employment. Sick leave credit shall be earned for any month in which the employee has been in pay status for ten (10) or more workdays or eighty (80) hours. A part-time employee shall earn sick leave in the same proportion as his/her part-time service bears to full-time service. An employee may accumulate unused sick leave up to a maximum of one hundred and twenty (120) days. Employees currently with lapsed sick leave credits shall have such lapsed sick leave added to their accumulated sick leave up to the maximum allowable accumulation of one hundred and twenty (120) days. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall be ninety (90) days. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any employee who has such lapsed sick leave to

his/her credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources at his/her discretion may authorize restoration of all or any part of the lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee.

2. 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. Immediate family shall mean the spouse, the parents of the spouse, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents, grandchildren of the employee and significant other living in the same household with the employee. For the purposes of this Article, "significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least two (2) continuous years before benefits under this Article may be provided.

Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive workdays, or because of repeated absences on days preceding or days following a holiday or weekend. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

3. Notifications of absence under the provisions of this Article shall be given as soon as possible on the first day of absence or as soon thereafter as circumstances permit.

4. Upon application of an employee, a leave of absence without pay may be granted by an appointing authority for a period of disability because of sickness or injury. If the appointing authority denies the requested leave, it shall state its reason in writing. The appointing authority may, from time to time, require that the employee submit a certificate from the

attending physician or a designated physician. If a certificate from a physician other than the attending physician is required, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

5. An employee who is transferred to the jurisdiction of another appointing authority or who accepts employment under the jurisdiction of a new appointing authority without interruption of service to the State shall retain his/her accumulated unused sick leave credits.

6. A former State employee who is reappointed within four (4) years of his/her separation may have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit upon approval of the new appointing authority.

7. Any employee returning from layoff, including seasonal employees covered by this Agreement, shall have the unused sick leave accrued as of the time of layoff restored upon his/her reinstatement.

#### **[Effective upon implementation of the MFASIS Project's Leave Accrual Module]**

### **ARTICLE 57. SICK LEAVE**

1. Sick leave credit shall be earned at the rate of 3.693 hours per completed two-week pay period of service. The current practices concerning the earning of sick leave credits shall be continued only for those employees regularly scheduled to work in excess of forty (40) hours per week and only for as long as they are so scheduled. Sick leave shall be earned from the employee's date of employment. Sick leave credit shall be earned for any pay period in which the employee has been in pay status for five (5) or more workdays or forty (40) hours. A part-time or intermittent employee shall earn sick leave as follows: a part-time or intermittent employee shall earn .369 hours of sick leave for each eight (8) hours in pay status per two-week pay period. For part-time employees, "hours in pay status" shall be an employee's regularly scheduled hours. An employee may accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall be seven hundred twenty

(720) hours. For part-time or intermittent employees, the maximum accumulation of sick leave and the amount of unused sick leave which can be credited toward State service for retirement purposes shall be a percentage of nine hundred sixty (960) hours and seven hundred twenty (720) hours, respectively, equal to ten percent (10%) for each eight (8) hours in pay status per two-week pay period. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any employee who has such lapsed sick leave to his/her credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources at his/her discretion may authorize restoration of all or any part of the lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee.

2. 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. Immediate family shall mean the spouse, the parents of the spouse, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents, grandchildren of the employee and significant other living in the same household with the employee. For the purposes of this Article, "significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least two (2) continuous years before benefits under this Article may be provided.

Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. A medical examination or doctor's certificate may be required on account of use of sick leave for five (5) or more consecutive workdays, or because of repeated absences on days preceding or days following a holiday or weekend. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays,

the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

3. Notifications of absence under the provisions of this Article shall be given as soon as possible on the first day of absence or as soon thereafter as circumstances permit.

4. Upon application of an employee, a leave of absence without pay may be granted by an appointing authority for a period of disability because of sickness or injury. If the appointing authority denies the requested leave, it shall state its reason in writing. The appointing authority may, from time to time, require that the employee submit a certificate from the attending physician or a designated physician. If a certificate from a physician other than the attending physician is required, the State shall pay the difference between the cost of obtaining such certificate and the amount covered by insurance.

5. An employee who is transferred to the jurisdiction of another appointing authority or who accepts employment under the jurisdiction of a new appointing authority without interruption of service to the State shall retain his/her accumulated unused sick leave credits.

6. A former State employee who is reappointed within four (4) years of his/her separation may have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit upon approval of the new appointing authority.

7. Any employee returning from layoff, including seasonal employees covered by this Agreement, shall have the unused sick leave accrued as of the time of layoff restored upon his/her reinstatement.

## **ARTICLE 58. STATE VEHICLES AND EQUIPMENT**

1. No employee shall be required to operate any State vehicle or equipment which is unsafe. An employee shall not be subject to any penalty or disciplinary action because of failure or refusal to operate or handle any equipment which he/she reasonably believes to be in an unsafe condition. In any such circumstance an employee shall call the matter to the attention of his/her supervisor for proper action.

2. Other than motor vehicles, and except where employees have traditionally supplied their own tools, all employees shall be

provided such equipment and tools as are reasonably necessary for their jobs, such as, drafting equipment, potato rakes, flashlights and batteries, and supplies.

**3. Use of vehicles while on duty status:**

**(a)** Members of the bargaining unit, while on duty, are authorized to transport members of their immediate family within their assigned area.

**(b)** Members of the bargaining unit may use their assigned motor vehicles for personal errands within their assigned area while on duty.

**(c)** Transportation, while on duty, for a member of his/her immediate family, beyond the member's assigned area or station, shall require prior permission from his/her supervisor.

**4. Use of vehicles when not on scheduled duty status:**

**(a)** No State vehicle shall be used outside a member's assigned area when the member is not on scheduled duty status without prior approval from the appropriate appointing authority or his/her designee.

**(b)** Whenever a State vehicle is used by a member during a non-duty status, the member must assume an "on duty" status for the communication and operational purposes.

**(c)** Expenses incurred for gasoline, oil and other costs as the result of using a State vehicle under this section shall be borne by the member involved.

**(d)** The use of State vehicles within the provisions of this section shall be restricted to occasions that involve necessary personal business or emergencies. Such use shall be kept at an absolute minimum.

**5.** In addition to present practice, Forest Rangers with assigned State vehicles may use such vehicles for transportation to work from their residences and return.

**6.** Marine Patrol Officers shall be provided forms for weekly reports which will permit them to retain copies of such reports for their own files.

**7.** Employees of the Warden Service in the Department of Inland Fisheries and Wildlife shall not be subject to the provisions of this Article on the use of vehicles while on duty status or when not on scheduled duty status, but instead shall continue to be subject to the provisions of Inland

## Fisheries and Wildlife Policy #33 - Personal Use of State Owned Vehicles and Equipment.

8. The State agrees to insure or indemnify each bargaining unit member for personal liability up to a total amount of three hundred thousand dollars (\$300,000) per occurrence for the personal use of a State vehicle which is authorized by this Article. The State also agrees to provide comprehensive coverage, with a fifty dollar (\$50.00) deductible, and collision coverage, with a one hundred dollar (\$100.00) deductible, for the personal use of a State vehicle which is authorized by this Article.

## **ARTICLE 59. UNION SECURITY**

Any employee who at any time on or after the effective date of this Agreement is or becomes covered by the Agreement and is not a member of MSEA shall within thirty (30) days after such conditions are met be required to choose from the options of membership in MSEA, payment to MSEA of a service fee equal to eighty percent (80%) of MSEA dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances, or exclusion from both. Each such employee shall be required to make his/her choice in writing on payroll deduction authorization forms supplied by MSEA. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both. Notwithstanding the foregoing, an employee who has previously chosen from the options set out above under the terms of the predecessor Agreement shall not be required to re-select from the options.

Any employee choosing either the option of membership in MSEA or the option of payment of the eighty percent (80%) service fee shall be required to sign a written payroll deduction authorization form authorizing deduction from his or her pay of the membership dues or service fee from the thirtieth (30) day following the execution of the Agreement or the day thereafter the employee becomes covered by the Agreement and such written authorization shall be irrevocable except as provided below.

Any employee choosing exclusion from both the membership and the eighty percent (80%) service fee options shall be irrevocably bound by such choice except as provided below and shall be entitled to the services

of MSEA under the Agreement only upon payment to MSEA of reasonable fees, including reasonable fees for employee representative services and attorneys' fees, and costs and expenses, including arbitrators' fees and expenses, incurred by MSEA. The current schedule of MSEA fees is attached to this Agreement for informational purposes.

Any such employee complying with these conditions shall be entitled to MSEA services under the Agreement only on the same basis and under the same terms as MSEA members and employees paying the eighty percent (80%) service fee.

Any employee who is required by this Article, or was required under the terms of the predecessor Agreement, to select from the options set out above may change his/her status with respect to those options during the twenty (20) day period immediately prior to the expiration of this Agreement by giving written notice to the State and to MSEA during that period. Additionally, MSEA may, at its discretion and with at least thirty (30) days notice to the Director of the Bureau of Employee Relations provide an open enrollment period for employees. During said open enrollment period any employee may, as with the twenty (20) day period heretofore provided, change his/her status with respect to the options set out above. Said open enrollment period shall occur no more than once per year (July 1st through June 30th) and shall extend for a period of up to thirty (30) days.

MSEA shall indemnify, defend and hold the State harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

## **ARTICLE 60. UNIT WORK**

If the State contracts out work normally performed by employees within this unit, and if the contracting out results in the elimination of jobs within the unit, the State will negotiate the impact of the contracting on the affected employees. Negotiations, if demanded, will occur no longer than a thirty (30) day period prior to implementation of the layoff. If the parties have not reached agreement within the thirty (30) day period, the obligation to bargain shall continue.

In addition, the State shall assist those employees whose jobs are eliminated by such actions to find other employment. The resources of

the Bureau of Human Resources, the Department of Labor and the affected department shall be used in coordination with MSEA to help the affected employees secure employment inside or outside of State government. When an employee receives notice that he/she is being displaced as a result of contracting out, the State and MSEA will exchange information on vacancies which can be useful in assisting the affected employee find employment. Appropriate preference shall be given affected employees for placement in State service.

## **ARTICLE 61. UNPAID PERSONAL LEAVES OF ABSENCE**

1. Any employee may apply for an unpaid personal leave of absence for good and sufficient reason. Leave pursuant to this provision may be for a period not exceeding twelve (12) months in any fourteen (14) consecutive months. Such leave may be granted at the discretion of the appointing authority and shall not be unreasonably denied. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. All requests for such leave and responses shall be in writing. The application for leave must specifically state the reasons for such application and the length of time requested. After completion of a period of personal leave of absence, the employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence. If the employee's position is abolished during any such leave, he/she shall be notified and allowed to exercise his/her rights under the Seniority Article of this Agreement.

2. A leave of absence without pay and without loss of seniority not to exceed one (1) year may be granted to an employee to permit the employee to accept a position in State service that is excluded from bargaining units under 26 M.R.S.A. §979-A(6) (the State Employees Labor Relations Act). Such employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence within the one (1) year period. Any employees who have filled vacancies created by the initial movement of the returning employee shall likewise be entitled to return to their former positions.

3. Except as provided in the Seniority Article, if an employee is laid off from an excluded position for reasons beyond his/her control after the expiration of said one (1) year leave, he/she shall at his/her request be placed on any reemployment registers for which he/she is eligible. Upon reemployment he/she shall be credited with the seniority earned up to the start of the leave granted pursuant to this Article.

4. Any employee currently on leave of absence from a position in this bargaining unit under Personnel Rule, Chapter 11, Section 3C shall be continued on such leave through the end of his/her current coterminous or fixed term appointment or for one (1) year from the effective date of this Agreement if he/she is serving in a position which does not involve a fixed or coterminous term. An employee on leave for a fixed term or coterminous appointment may upon application have such leave extended for up to three (3) months pending reappointment to such excluded position.

5. Any leave of absence granted pursuant to this Article may be canceled by the appointing authority at any time for good reason upon prior written notice to the employee, specifying a reasonable date of termination of the leave and the reason for cancellation.

## **ARTICLE 62. USE OF STATE FACILITIES**

Where there is available appropriate meeting space in buildings owned or leased by the State, MSEA shall be allowed reasonable use of such space at reasonable times for specific meetings, including space suitable for meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances. Advance arrangements for the use of State facilities shall be made with the department or agency concerned. MSEA shall reimburse the State for any additional expense incurred in allowing use of such space. No other employee organization, except such as have been certified or recognized as the bargaining agent for other State employees, shall have the right to meeting space in State facilities for purposes pertaining to terms and conditions of employment of employees.

The use of State facilities for meetings shall be in non-work areas or where work is not in progress. Other than meetings in private between MSEA staff representatives or stewards and employees in the investigation

and processing of grievances, all meetings in State facilities shall be during the off-duty time of employees attending and, in all instances, attendance shall be voluntary. Arrangements for any meetings in State facilities will be made so as to avoid interference with the department's or agency's operations or violation of the department's or agency's security.

## **ARTICLE 63. VACATION**

1. Each employee shall earn vacation with pay on the following basis. One (1) workday shall be earned for each completed full month of service during the first five (5) years of service with the State. Thereafter, provided the last three (3) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the State, one and one-fourth (1 1/4) days shall be earned until ten (10) years have been completed; and one and one-half (1 1/2) days shall be earned until fifteen (15) years have been completed; one and three fourths (1 3/4) days shall be earned until twenty (20) years have been completed; thereafter, two (2) days shall be earned. Part-time employees shall earn vacation credits at the higher rates after having worked for the State for the required number of calendar years specified above, such credit to be earned in the same proportion as their part-time service bears to full-time service. Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years. Other practices concerning the earning of vacation credits shall be continued.

2. Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority. All eligible employees within each appropriate work group desiring vacations for periods of a week or more during the months of June, July and August will choose such vacation periods prior to May 1. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern. Later requests for vacation during June, July and August can be granted subject to operational needs.

3. Except in cases of extreme emergency, no employee shall be required to work during vacation.

4. Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the pay day on which they want to receive payment.

5. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.

6. Employees with less than fifteen (15) years of continuous State service shall be entitled to accumulate thirty (30) days of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with fifteen (15) years or more of continuous State service shall be entitled to accumulate forty (40) days of unused vacation leave, for which they shall be paid upon separation. However, a maximum of thirty (30) days pay on unused vacation shall be credited towards an employee's average final compensation upon retirement.

7. Every reasonable effort within the constraints of operational needs shall be made to provide Ferry Service employees two (2) consecutive weeks vacation during the summer months.

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

9. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (½) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

**[Effective upon implementation of the MFASIS Project's Leave Accrual Module]**

**ARTICLE 63. VACATION**

1. Each employee shall earn vacation with pay on the following basis: 3.693 hours shall be earned for each completed full two-week pay period of service during the first five (5) years of service with the State. Thereafter, provided the last three (3) years of service have been continuous, vacation shall be earned on the following basis: for each completed two-week pay period of service with the State, 4.616 hours shall be earned until ten (10) years have been completed; and 5.539 hours shall be earned until fifteen (15) years have been completed; 6.462 hours shall be earned until twenty (20) years have been completed; thereafter, 7.385 hours shall be earned. Part-time and intermittent employees shall earn vacation credits at the higher rates after having worked for the State for the required number of calendar years specified above, such credit to be earned as follows:

a. a part-time or intermittent employee with less than five (5) years of service shall earn .369 hours of vacation for each eight (8) hours in pay status per two-week pay period;

b. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least five (5) years but less than ten (10) years of service shall earn .461 hours of vacation for each eight (8) hours in pay status per two-week pay period;

c. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least ten (10) but less than fifteen (15) years of service shall earn .553 hours of vacation for each eight (8) hours in pay status per two-week pay period;

d. provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least fifteen (15) but less than twenty (20) years of service shall earn .645 hours of vacation for each eight (8) hours in pay status per two-week pay period;

e. provided the last three (3) years of service have been continuous a part-time or intermittent employee with at least twenty (20) years of service shall earn .737 hours of vacation for each eight (8) hours in pay status per two-week pay period. For part-time employees, "hours in pay

status" shall be an employee's regularly scheduled hours. Seasonal employees shall earn vacation credits at the higher rates after having worked for the State on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years. The current practices concerning the earning of vacation leave credits shall be continued only for those employees regularly scheduled to work in excess of forty (40) hours per week and only for as long as they are so scheduled.

2. Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority. All eligible employees within each appropriate work group desiring vacations for periods of a week or more during the months of June, July and August will choose such vacation periods prior to May 1. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern. Later requests for vacation during June, July and August can be granted subject to operational needs.

3. Except in cases of extreme emergency, no employee shall be required to work during vacation.

4. Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the pay day on which they want to receive payment.

5. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.

6. Employees with less than fifteen (15) years of continuous State service shall be entitled to accumulate two hundred forty (240) hours of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with fifteen (15) years or more of continuous State service shall be entitled to accumulate three hundred twenty (320) hours of unused vacation leave, for which they shall be paid upon separation. However, a maximum of two hundred forty (240) hours pay on unused vacation shall be credited towards an employee's average final compensation upon retirement. For part-time and intermittent employees, the maximum amount of accumulated vacation

leave and the amount of vacation leave to be paid upon separation shall be a percentage of two hundred forty (240) hours, or three hundred twenty (320) hours, which is equal to ten percent (10%) for each twenty (20) hours in pay status per two-week pay period.

7. Every reasonable effort within the constraints of operational needs shall be made to provide Ferry Service employees two (2) consecutive weeks vacation during the summer months.

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

9. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half (½) the regular maximum allowable accumulation. The State retains the right to determine the length of seasons.

## **ARTICLE 64. VIDEO DISPLAY TERMINAL OPERATORS**

1. No employee shall be required to work more than two (2) continuous hours on a video display terminal. Employees whose job assignment requires them to work on VDT's should be assigned other work or activities for thirty (30) minutes for each two (2) hours of continuous work on the terminals. Rest and meal periods shall be counted toward the thirty (30) minutes.

2. Any employee who is newly assigned to a position, which by actual work consists of a least eighty percent (80%) VDT operation, including alternate work time under paragraph 1 of this Article, shall be required to submit to an examination by an eye doctor at the State's expense within sixty (60) days of the employee's assignment to the position.

3. All employees who spend at least eighty percent (80%) of their time operating VDT's, including alternate work time under paragraph 1 of this Article, shall be entitled to be examined by an eye doctor annually at the State's expense. All employees receiving eye examinations pursuant to this Article must provide the State with medical releases.

Employees shall be given a report form to be completed by the eye doctor and returned to the agency Personnel Officer.

4. All employees receiving such annual eye examinations shall receive the sum of fifty dollars (\$50.00) toward the cost of corrective lenses or glasses needed by the employee as indicated on the report form of the doctor.

## **ARTICLE 65. WITHDRAWAL OF RESIGNATION**

An employee may resign in good standing by giving written notice to his/her appointing authority at least seven (7) calendar days in advance of the effective date of his/her resignation. Such an employee may, with the approval of his/her appointing authority, withdraw his/her resignation up to ten (10) calendar days after the effective date. Such approval shall not be unreasonably denied. An employee who fails to give written notice to his/her appointing authority at least seven (7) calendar days in advance of the effective date of his/her resignation may not withdraw that resignation.

## **ARTICLE 66. WORK CLOTHING**

1. The State shall continue to furnish foul weather gear and work clothing, such as aprons, smocks, shop coats, lab coats, coveralls and boots to employees furnished such clothing in the past. The State shall be responsible for continuing to provide laundering of work clothing where such service is being provided as of the effective date of this Agreement.

2. The State shall provide one (1) poncho for each gatehouse, one (1) rainsuit to each Ranger and two (2) ponchos for Maintenance Mechanics working at Baxter State Park.

3. The State shall make available sufficient logging chaps for employees to use when operating chain saws. Employees are required to wear logging chaps when operating chain saws.

## **ARTICLE 67. WORK RULES**

The State may change or adopt work rules during the term of this Agreement but such changed or adopted work rules shall not be inconsistent with the terms and provisions of this Agreement. Whenever such work rules are to be changed or adopted, they shall be posted on bulletin boards in the appropriate organizational units for seven (7) days before they are to become effective. Simultaneously with such posting a copy of same shall be forwarded to MSEA. Upon request by MSEA the State will meet and consult with MSEA on the proposed changed or new rules.

## **ARTICLE 68. WORK STOPPAGE AND SLOWDOWN**

Employees within the bargaining unit, MSEA and its officers at all levels, agree that they will not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage or slowdown.

"Work stoppage" means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees.

The officers of MSEA, at all levels individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this Article, including the remaining at work during any interruption or slowdown of work which may take place.

## **ARTICLE 69. WORKERS' COMPENSATION**

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

of the continuance. From and after the date of the decree, interest shall be allowed at the rate of ten percent (10%) per year.

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

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

If an employee who is terminated pursuant to this Article is eligible for and makes application for disability retirement, the State shall continue to provide the employee's group health insurance and shall continue to pay the cost of the employee's coverage, as well as sixty percent (60%) of the dependent coverage, until the employee receives his/her first disability retirement check or until six (6) months after the termination, whichever occurs first.

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

**MEMORANDUM OF AGREEMENT  
GAME WARDENS, GAME WARDEN SPECIALISTS  
AND  
GAME WARDEN INVESTIGATORS**

The undersigned parties to this Agreement agree that this Agreement pertains only to Game Wardens, Game Warden Specialists and Game Warden Investigators in the Department of Inland Fisheries and Wildlife.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Law Enforcement contract which expires June 30, 2001.

All issues not specifically addressed in this Agreement shall continue as provided in the current contract.

**1. Game Wardens, Game Warden Specialists and Game Warden Investigators Work Schedules**

Existing work cycles shall be continued. Game Wardens, Game Warden Specialists and Game Warden Investigators will schedule their hours of work within their respective districts based on operational needs and activity levels. A normal workday will consist of eight (8) or eight and one-half (8½) hours which will include all official duties including business phone calls and business visits at home, report writing, etc., and shall be worked during a core hour period established over each twenty-eight (28) day cycle. Modification of core hours may be done by agreement with or at the direction of the supervisors of Game Wardens, Game Warden Specialists and Game Warden Investigators. Core hours may be modified to any 12-hour period in twenty-four (24) hours with fourteen (14) days' notice in advance.

On any scheduled workday where emergency operational needs require, as defined by departmental policy, a Game Wardens, Game Warden Specialists and Game Warden Investigators to exceed eight (8) or eight and one-half (8½) hours of actual work, he/she shall notify his/her immediate supervisor within twelve (12) hours of the additional hours worked, so that his/her work schedule may be adjusted as necessary. Any non-emergency operational need to work beyond the eight (8) or eight and one-half (8½)

hours of actual work must be approved by the Game Warden Sergeant or Game Warden Lieutenant prior to performing the work.

For implementation of the above-mentioned eight (8) or eight and one-half (8½) hour normal workday, supervisors shall work out the schedules in advance with employees.

Sergeants and Lieutenants have the right to change the schedule/work assignment of any Game Wardens, Game Warden Specialists and Game Warden Investigators when in their opinion it is necessary to do so to ensure adequate coverage and to meet operational needs. The right to alter schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday, workweek or 28-day cycle, and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by the Hours and Work Schedules article, of the current contract.

For the entire 24-hour period of a scheduled workday, a Game Warden, Game Warden Specialist or Game Warden Investigator will remain within his/her assigned patrol area and be reachable so as to be able to return to duty as soon as possible after being called to meet operational needs, except with prior approval from his/her immediate supervisor to be unavailable or outside of his/her assigned area during the 24-hour period for a specified time. Such approval shall not be arbitrarily denied.

Employees shall have their scheduled days off commence at 5:00 P.M. on the day preceding the scheduled day or days off, and their time off shall end at 8:00 A.M. on the day scheduled to return to work. However, if conditions warrant, an employee occasionally may have to work beyond 5:00 P.M. on the day preceding the scheduled day/days off.

Management retains the right to relieve employees from duty because of excessive hours worked during the 28-day work cycle. When an employee is relieved for a full day by his/her supervisor, he/she shall not be required to be available until the beginning of his/her next scheduled day.

## **2. Application of Contract Provisions**

The parties agree that the following contract provisions shall not apply to Game Wardens, Game Warden Specialists and Game Warden Investigators.

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments

## **3. Modification of Contract Language**

The parties agree that the language in the following sections, 3a-3e, shall be substituted for language in the current contract with respect to Game Wardens, Game Warden Specialists and Game Warden Investigators.

- a. Overtime - substituted by overtime language in this Agreement
- b. Call-out - substituted by call-out language in this Agreement
- c. Holidays - substituted by language in this Agreement
- d. Court Time - substituted by language in this Agreement
- e. Compensating Time

### **3a. Overtime**

An employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked after actually working beyond one hundred sixty-four (164) hours in any twenty-eight (28) day work cycle. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

All time worked beyond one hundred sixty-four (164) hours of paid time, which includes leave time, and actual time worked, shall be compensated at the rate of one (1) hour of compensating time for actual hours worked or, by mutual agreement, be paid at the base hourly rate until he/she has actually worked one hundred sixty-four (164) hours. Any time actually worked beyond one hundred sixty-four (164) hours within a twenty-

eight (28) day work cycle shall be compensated in accordance with paragraph one above.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

### **3b. Call Out**

When a day off is canceled because of statewide and division meetings and training sessions, the employee shall be given another day off in conjunction with their remaining scheduled day off. If more than one (1) day off is canceled for the above training then the employee shall be given an equal amount of consecutive days off within the same twenty-eight (28) day cycle. Notice shall be given to the affected employees in writing, postmarked at least fourteen (14) days in advance of such meetings. Should such meetings be canceled, reasonable notification of the rescheduled meetings will be provided where circumstances permit in consideration of operational needs.

If the employee is not initially given a fourteen (14) day advance notice, the employee is entitled to one and one-half (1½) hours for each hour spent in such training or meetings, including actual necessary travel time.

When an employee is called out to work by his/her supervisor on any scheduled day off, even if the day off falls on a holiday, the employee shall be guaranteed a minimum of four (4) hours of work for which they shall be given a minimum of four (4) hours of compensating time or one and one-half (1½) hours of compensating time for each hour worked, whichever is greater. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their hourly rate for each hour worked. This does not include employees who are scheduled to work a holiday.

The sum of \$320,000 will be annually allocated among the Departments of Public Safety, Conservation, Inland Fisheries and Wildlife and Marine Resources in proportion to the number of employees who are paid by general funds in the following classes:

Liquor Enforcement Officer I

Forest Ranger II  
Forest Ranger III  
Game Warden  
Game Warden Specialist  
Game Warden Investigator  
Marine Patrol Officer  
Marine Patrol Specialist

For other employees in the Department of Public Safety and employees in the State Department, Motor Vehicle Division, who are paid by dedicated revenue accounts, a like proportionate amount of money will be allotted for the payment of call-out under this provision for the following classes:

Fire Investigator  
Motor Vehicle Investigator

Game Wardens, Game Warden Specialists and Game Warden Investigators who are called out to work by their supervisor outside of and beyond their established core hours in any given day up to the beginning of their next core hour period, with the exception of scheduled days off or holidays, shall be guaranteed a minimum of one (1) hour of pay at the rate of one and one-half (1½) times their base hourly rate for such hours worked. Also, Game Wardens, Game Warden Specialists and Game Warden Investigators who are engaged in work-in-progress for more than twelve (12) hours from the time he/she commenced working on a regular workday, which twelve (12) hours need not be continuous but which work must be in progress as of the end of a regular workday, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked in excess of twelve (12). Should this special overtime fund be depleted, employees will then be compensated for all call-out and extended shift hours at the rate of one and one-half (1½) hours of compensating time for each hour worked.

All employees may buy back accrued compensatory hours from the unused available overtime money remaining on May 1, 2000 and 2001 and allocated for overtime expenditure for FY '00 and FY '01 pursuant to this Section for the aforementioned classifications. The buy-

back shall be automatic for all employees. Those employees not wanting to participate in the buy-back shall notify his/her supervisor on or before May 1, of each year. The buy-back shall be made from the maximum accumulation permitted, and any additional hours accrued over the maximum shall be taken as soon as possible, pursuant to Section 3E of the Agreement. For the remainder of FY '00 and FY '01 employees will be compensated for all call-out and extended shift hours in excess of twelve (12) hours, at the rate of one and one-half (1½) hours of compensatory time for each hour worked. Payment shall be made to employees on or before the end of each fiscal year, in a check separate from the employees' regular paycheck.

### **3c. Holidays**

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be paid one and one-half (1½) times their hourly rate of pay for each hour worked on the holiday. In lieu of pay, upon mutual agreement, he/she will be given one and one-half (1 ½) hours of compensating time for each hour worked on the holiday. No employee shall be relieved from duty on a regularly scheduled workday that falls on a holiday unless notified 14 days in advance.

### **3d. Court Time**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half (1½) times his/her base hourly rate of pay for a minimum of four (4) hours. In lieu of pay, an employee may, upon mutual agreement, be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked.

Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

### **3e. Compensating Time**

Effective July 1, 1999, the maximum accumulation of compensating time shall not exceed two hundred seventy (270) hours. Any employee with more than two hundred seventy (270) hours but less than three hundred (300) hours shall be paid for those hours on or before July 31, 1999. Any employee with more than three hundred (300) hours shall be paid for thirty (30) hours on or before July 31, 1999. The remaining hours over three hundred (300) shall be used by mutual agreement by December 31, 1999. Any time remaining after December 31, 1999 shall be scheduled by management by January 31, 2000.

Effective June 30, 2001, the maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours by June 30, 2001.

Effective July 1, 1999, the following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next twenty-eight (28) day cycle.

2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next twenty-eight (28) day cycle.
3. If it cannot be scheduled by management, it shall be paid by the end of the next twenty-eight (28) day cycle. Payment for time made pursuant to this section will not be made in an arbitrary and capricious manner.

In no instance will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

**4. In Addition, the Parties Agree to the Following:**

**4a. Paid Leave**

All employees shall accrue and use leave credits on the basis of an eight (8) hour day.

**4b. Compensation**

(1) Game Wardens, Game Warden Specialists and Game Warden Investigators shall be paid a base hourly rate of pay in accordance with the salary schedule attached hereto.

(2) All overtime assignments outside of the limits of this agreement must be approved by the Commissioner or his/her designee.

## **MEMORANDUM OF AGREEMENT**

### **MARINE PATROL OFFICERS AND MARINE PATROL SPECIALISTS**

The undersigned parties to this Agreement agree that this Agreement pertains only to Marine Patrol Officers and Marine Patrol Specialists in the Department of Marine Resources.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Law Enforcement contract which expires June 30, 2001.

All issues not specifically addressed in this Agreement shall continue as provided in the current contract.

#### **1. Marine Patrol Officers and Marine Patrol Specialists Work Schedules**

Existing work cycles shall be continued. Marine Patrol Officers and Specialists will schedule their hours of work within their respective patrol based on operational needs and activity levels. A normal workday will consist of eight (8) or eight and one-half (8½) hours to be worked during the core hour period from 6:00 A.M. to 6:00 P.M. each day. Modification of core hours may be done by agreement with or at the direction of the supervisors of Marine Patrol Officers or Specialists. Core hours may be modified to any 12-hour period in twenty-four (24) hours with fourteen (14) days' notice in advance.

On any scheduled workday where emergency operational needs require, as defined by departmental policy, a Marine Patrol Officer or Marine Patrol Specialist to exceed eight (8) or eight and one-half (8½) hours of actual work, he/she shall notify his/her immediate supervisor within twelve (12) hours of the additional hours worked, so that his/her work schedule may be adjusted as necessary. Any non-emergency operational need to work beyond the eight (8) or eight and one-half (8½) hours of actual work must be approved by the Marine Patrol Sergeant or Marine Patrol Lieutenant prior to performing the work.

For implementation of the above-mentioned eight (8) or eight and one-half (8½) hour normal workday, supervisors shall work out the schedules in advance with employees.

Marine Patrol Sergeants and Marine Patrol Lieutenants have the right to change the schedule/work assignment of any Marine Patrol Officer

and Marine Patrol Specialist when in their opinion it is necessary to do so to ensure adequate coverage and to meet operational needs. The right to alter schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday, workweek or 28-day cycle, and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by the Hours and Work Schedules article, of the current contract.

For the entire 24-hour period of a scheduled workday, a Marine Patrol Officer and Marine Patrol Specialist will remain within his/her assigned patrol area and be reachable so as to be able to return to duty as soon as possible after being called to meet operational needs, except with prior approval from his/her immediate supervisor to be unavailable or outside of his/her assigned area during the 24-hour period for a specified time. Such approval shall not be arbitrarily denied.

Employees shall have their scheduled days off commence at 5:00 P.M. on the day preceding the scheduled day or days off, and their time off shall end at 8:00 A.M. on the day scheduled to return to work. However, if conditions warrant, an employee occasionally may have to work beyond 5:00 P.M. on the day preceding the scheduled day/days off.

Management retains the right to relieve employees from duty because of excessive hours worked during the 28-day work cycle. When an employee is relieved for a full day by his/her supervisor, he/she shall not be required to be available until the beginning of his/her next scheduled day.

## **2. Application of Contract Provisions**

The parties agree that the following contract provisions shall not apply to Marine Patrol Officers and Marine Patrol Specialists.

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium

- d. Overtime Assignments
- e. Shift Assignments

### **3. Modification of Contract Language**

The parties agree that the language in the following sections, 3a-3e, shall be substituted for language in the current contract with respect to Marine Patrol Officers and Marine Patrol Specialists.

- a. Overtime - substituted by overtime language in this Agreement
- b. Call-out - substituted by call-out language in this Agreement
- c. Holidays - substituted by language in this Agreement
- d. Court Time - substituted by language in this Agreement
- e. Compensating Time

#### **3a. Overtime**

An employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked after actually working beyond one hundred sixty-four (164) hours in any twenty-eight (28) day work cycle. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

All time worked beyond one hundred sixty-four (164) hours of paid time, which includes leave time and actual time worked, shall be compensated at the rate of one (1) hour of compensating time for actual hours worked or, by mutual agreement, be paid at the base hourly rate until he/she has actually worked one hundred sixty-four (164) hours. Any time actually worked beyond one hundred sixty-four (164) hours within a twenty-eight (28) day work cycle shall be compensated in accordance with paragraph one above.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

### **3b. Call Out**

When a day off is canceled because of statewide and division meetings and training sessions, the employee shall be given another day off in conjunction with their remaining scheduled day off. If more than one (1) day off is canceled for the above training then the employee shall be given an equal amount of consecutive days off within the same twenty-eight (28) day cycle. Notice shall be given to the affected employees in writing, postmarked at least fourteen (14) days in advance of such meetings. Should such meetings be canceled, reasonable notification of the rescheduled meetings will be provided where circumstances permit in consideration of operational needs.

If the employee is not initially given a fourteen (14) day advance notice, the employee is entitled to one and one-half (1½) hours for each hour spent in such training or meetings, including actual necessary travel time.

When an employee is called out to work by his/her supervisor on any scheduled day off, even if the day off falls on a holiday, the employee shall be guaranteed a minimum of four (4) hours of work for which they shall be given a minimum of four (4) hours of compensating time or one and one-half (1½) hours of compensating time for each hour worked, whichever is greater. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their hourly rate for each hour worked. This does not include employees who are scheduled to work a holiday.

The sum of \$320,000 will be annually allocated among the Departments of Public Safety, Conservation, Inland Fisheries and Wildlife and Marine Resources in proportion to the number of employees who are paid by general funds in the following classes:

- Liquor Enforcement Officer I
- Forest Ranger II
- Forest Ranger III
- Game Warden
- Game Warden Specialist
- Game Warden Investigators
- Marine Patrol Officer
- Marine Patrol Specialist

For other employees in the Department of Public Safety and employees in the State Department, Motor Vehicle Division, who are paid by dedicated revenue accounts, a like proportionate amount of money will be allotted for the payment of call-out under this provision for the following classes:

Fire Investigator  
Motor Vehicle Investigator

Marine Patrol Officers and Marine Patrol Specialists who are called out to work by their supervisor beyond their established core hours in any given day up to the beginning of their next core hour period, with the exception of scheduled days off or holidays, shall be guaranteed a minimum of one (1) hour of pay at the rate of one and one-half (1½) times their base hourly rate for such hours worked. Also, Marine Patrol Officers and Marine Patrol Specialists who are engaged in work-in-progress for more than twelve (12) hours from the time he/she commenced working on a regular workday, which twelve (12) hours need not be continuous but which work must be in progress as of the end of a regular workday, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked in excess of twelve (12). Should this special overtime fund be depleted, employees will then be compensated for all call-out and extended shift hours at the rate of one and one-half (1½) hours of compensating time for each hour worked.

All employees may buy back accrued compensatory hours from the unused available overtime money remaining on May 1, 2000 and 2001 and allocated for overtime expenditure for FY '00 and FY '01 pursuant to this Section for the aforementioned classifications. The buy-back shall be automatic for all employees. Those employees not wanting to participate in the buy-back shall notify his/her supervisor on or before May 1, of each year. The buy-back shall be made from the maximum accumulation permitted, and any additional hours accrued over the maximum shall be taken as soon as possible, pursuant to Section 3E of the Agreement. For the remainder of FY '00 and FY '01 employees will be compensated for all call-out and extended shift hours in excess of twelve (12) hours, at the rate of one and one-half (1½) hours of compensatory time for each hour worked. Payment shall be made to employees on or

before the end of each fiscal year, in a check separate from the employees' regular paycheck.

### **3c. Holidays**

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be paid one and one-half (1½) times their hourly rate of pay for each hour worked on the holiday. In lieu of pay, upon mutual agreement, he/she will be given one and one-half (1 ½) hours of compensating time for each hour worked on the holiday. No employee shall be relieved from duty on a regularly scheduled workday that falls on a holiday unless notified 14 days in advance.

### **3d. Court Time**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half (1½) times his/her base hourly rate of pay for a minimum of four (4) hours. In lieu of pay, an employee may, upon mutual agreement, be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked.

Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off.

An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

### **3e. Compensating Time**

Effective July 1, 1999, the maximum accumulation of compensating time shall not exceed two hundred seventy (270) hours. Any employee with more than two hundred seventy (270) hours but less than three hundred (300) hours shall be paid for those hours on or before July 31, 1999. Any employee with more than three hundred (300) hours shall be paid for thirty (30) hours on or before July 31, 1999. The remaining hours over three hundred (300) shall be used by mutual agreement by December 31, 1999. Any time remaining after December 31, 1999 shall be scheduled by management by January 31, 2000.

Effective June 30, 2001, the maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours by June 30, 2001.

Effective July 1, 1999, the following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next twenty-eight (28) day cycle.
2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next twenty-eight (28) day cycle.
3. If it cannot be scheduled by management, it shall be paid by the end of the next twenty-eight (28) day cycle. Payment for time made pursuant to this section will not be made in an arbitrary and capricious manner.

In no instance will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

**4. In Addition, the Parties Agree to the Following:**

**4a. Paid Leave**

All employees shall accrue and use leave credits on the basis of an eight (8) hour day.

**4b. Compensation**

(1) Marine Patrol Officers and Marine Patrol Specialists shall be paid a base hourly rate of pay in accordance with the salary schedule attached hereto.

(2) All overtime assignments outside of the limits of this agreement must be approved by the Commissioner or his/her designee.

hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by the Hours and Work Schedules article, of the current contract.

For the entire 24-hour period of a scheduled workday, a Fire Investigator will remain within his/her assigned patrol area and be reachable so as to be able to return to duty as soon as possible after being called to meet operational needs, except with prior approval from his/her immediate supervisor to be unavailable or outside of his/her assigned area during the 24-hour period for a specified time. Such approval shall not be arbitrarily denied.

Employees shall have their scheduled days off commence at 5:00 P.M. on the day preceding the scheduled day or days off, and their time off shall end at 8:00 A.M. on the day scheduled to return to work. However, if conditions warrant, an employee occasionally may have to work beyond 5:00 P.M. on the day preceding the scheduled day/days off.

Management retains the right to relieve employees from duty because of excessive hours worked during the 28-day work cycle. When an employee is relieved for a full day by his/her supervisor, he/she shall not be required to be available until the beginning of his/her next scheduled day.

## **2. Application of Contract Provisions**

The parties agree that the following contract provisions shall not apply to Fire Investigators.

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments

## **MEMORANDUM OF AGREEMENT FIRE INVESTIGATORS**

The undersigned parties to this Agreement agree that this Agreement pertains only to Fire Investigators in the Department of Public Safety.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Law Enforcement contract which expires June 30, 2001.

All issues not specifically addressed in this Agreement shall continue as provided in the current contract.

### **1. Fire Investigators' Work Schedules**

Existing work cycles shall be continued. Fire Investigators will schedule their hours of work within their respective district based on operational needs and activity levels. A normal workday will consist of eight (8) or eight and one-half (8½) hours which will include all official duties including business phone calls and business visits at home, report writing, etc.

On any scheduled workday where emergency operational needs require, as defined by departmental policy, a Fire Investigator to exceed eight (8) or eight and one-half (8½) hours of actual work, he/she shall notify his/her immediate supervisor within twelve (12) hours of the additional hours worked, so that his/her work schedule may be adjusted as necessary. Any non-emergency operational need to work beyond the eight (8) or eight and one-half (8½) hours of actual work must be approved by the Supervisor prior to performing the work.

For implementation of the above-mentioned eight (8) or eight and one-half (8½) hour normal workday, supervisors shall work out the schedules in advance with employees.

Supervisors and Managers have the right to change the schedule/work assignment of any Fire Investigator when in their opinion it is necessary to do so to ensure adequate coverage and to meet operational needs. The right to alter schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday, workweek or 28-day cycle, and the right to regulate or limit the

### **3. Modification of Contract Language**

The parties agree that the language in the following sections, 3a-3e, shall be substituted for language in the current contract with respect to Fire Investigators.

- a. Overtime - substituted by overtime language in this Agreement
- b. Call-out - substituted by call-out language in this Agreement
- c. Holidays - substituted by language in this Agreement
- d. Court Time - substituted by language in this Agreement
- e. Compensatory Time

#### **3a. Overtime**

An employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked after actually working beyond one hundred sixty-four (164) hours in any twenty-eight (28) day work cycle. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

All time worked beyond one hundred sixty-four (164) hours of paid time, which includes leave time and actual time worked, shall be compensated at the rate of one (1) hour of compensating time for actual hours worked or, by mutual agreement, be paid at the base hourly rate until he/she has actually worked one hundred sixty-four (164) hours. Any time actually worked beyond one hundred sixty-four (164) hours within a twenty-eight (28) day work cycle shall be compensated in accordance with paragraph one above.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

#### **3b. Call Out**

When a day off is canceled because of staff and training meetings, the employee shall be given another day off in conjunction with

their remaining scheduled day off. If more than one (1) day off is canceled for the above training then the employee shall be given an equal amount of consecutive days off within the same twenty-eight (28) day cycle. Notice shall be given to the affected employees in writing, postmarked at least fourteen (14) days in advance of such meetings. Should such meetings be canceled, reasonable notification of the rescheduled meetings will be provided where circumstances permit in consideration of operational needs.

If the employee is not initially given a fourteen (14) day advance notice, the employee is entitled to one and one-half (1½) hours for each hour spent in such training or meetings, including actual necessary travel time.

When an employee is called out to work by his/her supervisor on any scheduled day off, even if the day off falls on a holiday, the employee shall be guaranteed a minimum of four (4) hours of work for which they shall be given a minimum of four (4) hours of compensating time or one and one-half (1½) hours of compensating time for each hour worked, whichever is greater. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their hourly rate for each hour worked. This does not include employees who are scheduled to work a holiday.

The sum of \$320,000 will be annually allocated among the Departments of Public Safety, Conservation, Inland Fisheries and Wildlife and Marine Resources in proportion to the number of employees who are paid by general funds in the following classes:

- Liquor Enforcement Officer I
- Forest Ranger II
- Forest Ranger III
- Game Warden
- Game Warden Specialist
- Game Warden Investigator
- Marine Patrol Officer
- Marine Patrol Specialist

For other employees in the Department of Public Safety and employees in the State Department, Motor Vehicle Division, who are paid by dedicated revenue accounts, a like proportionate amount of money will be allotted for the payment of call-out under this provision for the following classes:

Fire Investigator  
Motor Vehicle Investigator

Fire Investigators who are called out to work by their supervisor four (4) hours or more after the end of their regular workday and up to the beginning of their next regular workday, with the exception of scheduled days off or holidays, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked. Also, Fire Investigators who are engaged in work-in-progress for more than twelve (12) hours from the time he/she commenced working on a regular workday, which twelve (12) hours need not be continuous but which work must be in progress as of the end of a regular workday, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked in excess of twelve (12). Should this special overtime fund be depleted, employees will then be compensated for all call-out and extended shift hours at the rate of one and one-half (1½) hours of compensating time for each hour worked.

All employees may buy back accrued compensatory hours from the unused available overtime money remaining on May 1, 2000 and 2001 and allocated for overtime expenditure for FY '00 and FY '01 pursuant to this Section for the aforementioned classifications. The buy-back shall be automatic for all employees. Those employees not wanting to participate in the buy-back shall notify his/her supervisor on or before May 1, of each year. The buy-back shall be made from the maximum accumulation permitted, and any additional hours accrued over the maximum shall be taken as soon as possible, pursuant to Section 3E of the Agreement. For the remainder of FY '00 and FY '01 employees will be compensated for all call-out and extended shift hours in excess of twelve (12) hours, at the rate of one and one-half (1½) hours of compensatory time for each hour worked. Payment shall be made to employees on or before the end of each fiscal year, in a check separate from the employees' regular paycheck.

### **3c. Holidays**

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be paid one and one-half (1½) times their hourly rate of pay for each hour worked on the holiday. In lieu of pay, upon mutual agreement, he/she will be given one and one-half (1½) hours of compensating time for each hour worked on the holiday. No employee shall be relieved from duty on a regularly scheduled workday that falls on a holiday unless notified 14 days in advance.

### **3d. Court Time**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half (1½) times his/her base hourly rate of pay for a minimum of four (4) hours. In lieu of pay, an employee may, upon mutual agreement, be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked.

Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

### **3e. Compensating Time**

Effective July 1, 1999, the maximum accumulation of compensating time shall not exceed two hundred seventy (270) hours. Any employee with more than two hundred seventy (270) hours but less than three hundred (300) hours shall be paid for those hours on or before July 31, 1999. Any employee with more than three hundred (300) hours shall be paid for thirty (30) hours on or before July 31, 1999. The remaining hours over three hundred (300) shall be used by mutual agreement by December 31, 1999. Any time remaining after December 31, 1999 shall be scheduled by management by January 31, 2000.

Effective June 30, 2001, the maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours by June 30, 2001.

Effective July 1, 1999, the following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next twenty-eight (28) day cycle.
2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next twenty-eight (28) day cycle.
3. If it cannot be scheduled by management, it shall be paid by the end of the next twenty-eight (28) day cycle. Payment for time made pursuant to this section will not be made in an arbitrary and capricious manner.

In no instance will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

### **4. In Addition, the Parties Agree to the Following:**

#### **4a. Paid Leave**

All employees shall accrue and use leave credits on the basis of an eight (8) hour day.

#### **4b. Compensation**

(1) Fire Investigators shall be paid a base hourly rate of pay in accordance with the salary schedule attached hereto.

(2) All overtime assignments outside of the limits of this agreement must be approved by the Commissioner or his/her designee.

#### **4c. Weekend or Holiday Standby for Fire Investigators**

When a Fire Investigator is required to perform weekend or holiday standby, he/she shall be entitled to be paid sixteen percent (16%) of his/her base hourly rate for each hour of standby, or in lieu of the sixteen percent (16%) an employee may, at his/her option, receive an equivalent amount of compensating time. When Fire Investigators are called out during their weekend standby tour, they shall be compensated in accordance with Section 3b. Call Out of the Memorandum of Agreement attached to the bargaining agreement.

The weekend tour of duty shall start at 1700 hours Friday and continue until 0800 the following Monday. In the event that a holiday immediately precedes or follows the weekend, standby duty shall, respectively, either start at 1700 hours Thursday or continue until 0800 hours the following day.

1. Fire Investigators will provide immediate response for the following "bona fide emergencies":

a. Fatal fires

b. Serious personal injury incidents

c. Amusement ride accidents requiring immediate investigation

d. Any life threatening situation requiring immediate investigation by the Fire Marshal's Office

2. Fire Investigators may respond to other requests for their services from Fire or Law Enforcement Officials when approval is secured from the weekend duty officer, the Fire Marshal or his Assistant.

3. Fire Investigators may, by mutual agreement and with prior approval, be permitted to conduct safety, equipment and operational inspections of amusement devices, motor vehicle racing and

thrill shows, fireworks exhibitions, circus and carnivals and other functions regulated and permitted within their jurisdiction.

4. On Call - There shall be one Fire Investigator from the Northern Division and One Fire Investigator from the Southern Division placed on-call without additional compensation from 1700 hours on Monday until 1700 hours on Friday unless there is a holiday during that week. In that case, the on-call time ceases when the compensated standby commences or ceases. The investigator on call is required to be available for immediate response to an incident, pursuant to Section 1, Paragraph 6 of this Agreement. A rotational on-call list shall be developed (similar to the presently used "Weekend Duty Roster") and maintained to provide the name of the on-call investigators. This roster shall be developed and distributed to the parties. The rotational list shall designate one investigator to be on call in each investigative division (North/South). This rotational list is subject to change upon prior approval of the Supervisor in that Investigators shall have the right to trade or relinquish periods on call.

5. An Investigator Incident Response List shall be developed and used for contacting/assigning Investigators to incidents during other than normal working hours. This list shall identify the first Investigator to be contacted as the primary investigator for the area in which an incident occurs. The second and subsequent Investigators contacted shall be listed by descending order of geographical proximity to the incident location. This list shall be developed and mutually agreed upon by both parties.

6. Each Investigator may decline response to the assignment only for hardship reasons or that the Investigator is unfit for duty. The Investigator who is identified as the on-call Investigator may not refuse the assignment, and must be available for response.

7. When an incident occurs the Supervisor shall attempt contact with the Investigators by use of the Incident Response List. Initial contact shall be via telephone as well as telephone pager. The Investigators have fifteen (15) minutes to respond to a call. During this time, the Supervisor may continue down the Incident Response List to alert and determine the availability of the next Investigator.

Every effort will be made to adhere to the Incident Response List. However, in the event of extreme circumstances, a supervisor may not adhere to the Incident Response List. This decision shall not be arbitrary or capricious.

## **MEMORANDUM OF AGREEMENT FOREST RANGER I's, II's & III's**

The undersigned parties to this Agreement agree that this Agreement pertains only to Forest Ranger I's, Forest Ranger II's and III's in the Department of Conservation.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Law Enforcement and Operations, Maintenance and Support Services contracts which expire June 30, 2001.

All issues not specifically addressed in this Agreement shall continue as provided in the current contract.

### **1. Forest Ranger I's, II's and III's Work Schedules**

These employees shall be scheduled in accordance with the attached work schedule. A normal workday will consist of eight (8) or eight and one-half (8½) hours which will include all official duties including business phone calls and business visits at home, report writing, etc. Forest Rangers will be responsible for determining their daily assignments based on operational need and subject to the review of the District or Regional Ranger.

On any scheduled workday where emergency operational needs require, as defined by departmental policy, a Forest Ranger to exceed eight (8) or eight and one-half (8½) hours of actual work, he/she shall notify his/her immediate supervisor within twelve (12) hours of the additional hours worked, so that his/her work schedule may be adjusted as necessary. Any non-emergency operational need to work beyond the eight (8) or eight and one-half (8½) hours of actual work must be approved by the District or Regional Ranger prior to performing the work.

For implementation of the above-mentioned eight (8) or eight and one-half (8½) hour normal workday, supervisors shall work out the schedules in advance with employees.

District Rangers and Regional Rangers have the right to change the schedule/work assignment of any Forest Ranger when in their opinion it is necessary to do so to ensure adequate coverage and to meet operational needs. The right to alter schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a

workday, workweek or 28-day cycle, and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by the Hours and Work Schedules article, of the current contract.

For the entire 24-hour period of a scheduled workday, a Forest Ranger will remain within his/her assigned district and be reachable so as to be able to return to duty as soon as possible after being called to meet operational needs, except with prior approval from his/her immediate supervisor to be unavailable or outside of his/her assigned district during the 24-hour period for a specified time. The Division shall provide Forest Rangers II and above pagers and cell phones as appropriate to maintain reachability. Such approval shall not be arbitrarily denied.

After completing the shift on the last day preceding a Forest Ranger's regularly scheduled day off and before the start of the shift on the day that he/she is scheduled to return to work, he/she will not be required to be available. However, if conditions warrant, an employee occasionally may have to work beyond the end of the shift on the day preceding the scheduled day/days off.

Management retains the right to relieve employees from duty because of excessive hours worked during the 28-day work cycle. When an employee is relieved for a full day by his/her supervisor, he/she shall not be required to be available until the beginning of his/her next scheduled shift.

The supervisor shall attempt to limit, when practicable, the relieving of employees during inclement weather for excessive hours worked. However, the primary consideration for such limitations shall be based on the overall operational needs of the department and the ability of the supervisor to keep the hours worked by the employee within the applicable work schedule (168/164). Reasonable advance notice will be provided when circumstances permit in consideration of operational needs.

## **2. Application of Contract Provisions**

The parties agree that the following contract provisions shall not apply to Forest Ranger I, II and III.

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments

## **3. Modification of Contract Language**

The parties agree that the language in the following sections, 3a-3e, shall be substituted for language in the current contract with respect to Forest Ranger I, II and III.

- a. Overtime - substituted by overtime language in this Agreement
- b. Call-out - substituted by call-out language in this Agreement
- c. Holidays - substituted by language in this Agreement
- d. Court Time - substituted by language in this Agreement
- e. Compensating Time

### **3a. Overtime**

An employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked after actually working beyond one hundred sixty-four (164) hours in any twenty-eight (28) day work cycle. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

All time worked beyond one hundred sixty-four (164) hours of paid time, which includes leave time and actual time worked, shall be compensated at the rate of one (1) hour of compensating time for actual hours worked or, by mutual agreement, be paid at the base hourly rate until he/she has actually worked one hundred sixty-four (164) hours. Any time actually worked beyond one hundred sixty-four (164) hours within a twenty-

eight (28) day work cycle shall be compensated in accordance with paragraph one above.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

### **3b. Call Out**

When a day off is canceled because of statewide, regional or district meetings and training sessions; town warden meetings, readiness review inspections; or overhead team exercises the employee shall be given another day off in conjunction with their remaining scheduled day off. If more than one (1) day off is canceled for the above training then the employee shall be given an equal amount of consecutive days off within the same twenty-eight (28) day cycle. Notice shall be given to the affected employees in writing, postmarked at least fourteen (14) days in advance of such meetings. Should such meetings be canceled, reasonable notification of the rescheduled meetings will be provided where circumstances permit in consideration of operational needs.

If the employee is not initially given a fourteen (14) day advance notice, the employee is entitled to one and one-half (1½) hours for each hour spent in such training or meetings, including actual necessary travel time.

When an employee is called out to work by his/her supervisor on any scheduled day off, even if the day off falls on a holiday, the employee shall be guaranteed a minimum of four (4) hours of work for which they shall be given a minimum of four (4) hours of compensating time or one and one-half (1½) hours of compensating time for each hour worked, whichever is greater. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their hourly rate for each hour worked. This does not include employees who are scheduled to work a holiday.

The sum of \$320,000 will be annually allocated among the Departments of Public Safety, Conservation, Inland Fisheries and Wildlife and Marine Resources in proportion to the number of employees who are paid by general funds in the following classes:

Liquor Enforcement Officer I

Forest Ranger II  
Forest Ranger III  
Game Warden  
Game Warden Specialist  
Game Warden Investigator  
Marine Patrol Officer  
Marine Patrol Specialist

For other employees in the Department of Public Safety and employees in the State Department, Motor Vehicle Division, who are paid by dedicated revenue accounts, a like proportionate amount of money will be allotted for the payment of call-out under this provision for the following classes:

Fire Investigator  
Motor Vehicle Investigator

Forest Rangers who are called out to work by their supervisor four (4) hours or more after the end of their regular workday and up to the beginning of their next regular workday, with the exception of scheduled days off or holidays, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked. Also, Forest Rangers who are engaged in work-in-progress for more than twelve (12) hours from the time he/she commenced working on a regular workday, which twelve (12) hours need not be continuous but which work must be in progress as of the end of a regular workday, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked in excess of twelve (12). Upon mutual agreement such compensation may be given as compensating time. Should this special overtime fund be depleted, employees will then be compensated for all call-out and extended shift hours at the rate of one and one-half (1½) hours of compensating time for each hour worked.

All employees may buy back accrued compensatory hours from the unused available overtime money remaining on May 1, 2000 and 2001 and allocated for overtime expenditure for FY '00 and FY '01 pursuant to this Section for the aforementioned classifications. The buy-back shall be automatic for all employees. Those employees not wanting

to participate in the buy-back shall notify his/her supervisor on or before May 1, of each year. The buy-back shall be made from the maximum accumulation permitted, and any additional hours accrued over the maximum shall be taken as soon as possible, pursuant to Section 3E of the Agreement. For the remainder of FY '00 and FY '01 employees will be compensated for all call-out and extended shift hours in excess of twelve (12) hours, at the rate of one and one-half (1½) hours of compensatory time for each hour worked. Payment shall be made to employees on or before the end of each fiscal year, in a check separate from the employees' regular paycheck.

### **3c. Holidays**

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be paid one and one-half (1½) times their hourly rate of pay for each hour worked on the holiday. In lieu of pay, upon mutual agreement, he/she will be given one and one-half (1 ½) hours of compensating time for each hour worked on the holiday. No employee shall be relieved from duty on a regularly scheduled workday that falls on a holiday unless notified 14 days in advance.

### **3d. Court Time**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the

hours so spent, including actual, necessary travel time, at one and one-half (1½) times his/her base hourly rate of pay for a minimum of four (4) hours. In lieu of pay, an employee may, upon mutual agreement, be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked.

Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

### **3e. Compensating Time**

Effective July 1, 1999, the maximum accumulation of compensating time shall not exceed two hundred seventy (270) hours. Any employee with more than two hundred seventy (270) hours but less than three hundred (300) hours shall be paid for those hours on or before July 31, 1999. Any employee with more than three hundred (300) hours shall be paid for thirty (30) hours on or before July 31, 1999. The remaining hours over three hundred (300) shall be used by mutual agreement by December 31, 1999. Any time remaining after December 31, 1999 shall be scheduled by management by January 31, 2000.

Effective June 30, 2001, the maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours by June 30, 2001.

Effective July 1, 1999, the following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next twenty-eight (28) day cycle.
2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next twenty-eight (28) day cycle.
3. If it cannot be scheduled by management, it shall be paid by the end of the next twenty-eight (28) day

cycle. Payment for time made pursuant to this section will not be made in an arbitrary and capricious manner.

In no instance will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

**4. In Addition, the Parties Agree to the Following:**

**4a. Paid Leave**

All employees shall accrue and use leave credits on the basis of an eight (8) hour day.

**4b. Compensation**

(1) Forest Ranger I's, II's and III's shall be paid a base hourly rate of pay in accordance with the salary schedule attached hereto.

(2) All overtime assignments outside of the limits of this agreement must be approved by the Commissioner or his/her designee.

## **MEMORANDUM OF AGREEMENT LIQUOR ENFORCEMENT OFFICER I's**

The undersigned parties to this Agreement agree that this Agreement pertains only to Liquor Enforcement Officer I's in the Department of Public Safety.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Law Enforcement contract which expires June 30, 2001.

All issues not specifically addressed in this Agreement shall continue as provided in the current contract.

### **1. Liquor Enforcement Officer I's Work Schedules**

Existing work cycles shall be continued. Liquor Enforcement Officer I's will schedule their hours of work within their respective district based on operational needs and activity levels. A normal workday will consist of eight (8) or eight and one-half (8½) hours which will include all official duties including business phone calls and business visits at home, report writing, etc.

On any scheduled workday where emergency operational needs require, as defined by departmental policy, a Liquor Enforcement Officer I to exceed eight (8) or eight and one-half (8½) hours of actual work, he/she shall notify his/her immediate supervisor within twelve (12) hours of the additional hours worked, so that his/her work schedule may be adjusted as necessary. Any non-emergency operational need to work beyond the eight (8) or eight and one-half (8½) hours of actual work must be approved by the Sergeant prior to performing the work.

For implementation of the above-mentioned eight (8) or eight and one-half (8½) hour normal workday, supervisors shall work out the schedules in advance with employees.

Supervisors and Managers have the right to change the schedule/work assignment of any Liquor Enforcement Officer I when in their opinion it is necessary to do so to ensure adequate coverage and to meet operational needs. The right to alter schedules/work assignments includes, but is not limited to, the right to set specific hours or work assignments within a workday, workweek or 28-day cycle, and the right to regulate or limit the

hours worked outside the normal workday. When circumstances permit, the Department shall provide at least forty-eight (48) hours advance notification to affected employees of any individual temporary schedule change.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by the Hours and Work Schedules article, of the current contract.

For the entire 24-hour period of a scheduled workday, a Liquor Enforcement Officer I will remain within his/her assigned patrol area and be reachable so as to be able to return to duty as soon as possible after being called to meet operational needs, except with prior approval from his/her immediate supervisor to be unavailable or outside of his/her assigned area during the 24-hour period for a specified time. Such approval shall not be arbitrarily denied.

Employees shall have their scheduled days off commence at 5:00 P.M. on the day preceding the scheduled day or days off, and their time off shall end at 8:00 A.M. on the day scheduled to return to work. However, if conditions warrant, an employee occasionally may have to work beyond 5:00 P.M. on the day preceding the scheduled day/days off.

Management retains the right to relieve employees from duty because of excessive hours worked during the 28-day work cycle. When an employee is relieved for a full day by his/her supervisor, he/she shall not be required to be available until the beginning of his/her next scheduled day.

## **2. Application of Contract Provisions**

The parties agree that the following contract provisions shall not apply to Liquor Enforcement Officer I.

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments

### **3. Modification of Contract Language**

The parties agree that the language in the following sections, 3a-3e, shall be substituted for language in the current contract with respect to Liquor Enforcement Officer I.

a. Overtime - substituted by overtime language in this Agreement

b. Call-out - substituted by call-out language in this Agreement

c. Holidays - substituted by language in this Agreement

d. Court Time - substituted by language in this Agreement

e. Compensating Time

#### **3a. Overtime**

An employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked after actually working beyond one hundred sixty-four (164) hours in any twenty-eight (28) day work cycle. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

All time worked beyond one hundred sixty-four (164) hours of paid time, which includes leave time and actual time worked, shall be compensated at the rate of one (1) hour of compensating time for actual hours worked or, by mutual agreement, be paid at the base hourly rate until he/she has actually worked one hundred sixty-four (164) hours. Any time actually worked beyond one hundred sixty-four (164) hours within a twenty-eight (28) day work cycle shall be compensated in accordance with paragraph one above.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

#### **3b. Call Out**

When a day off is canceled because of annual inspection, training and sectional meetings, the employee shall be given another day off

in conjunction with their remaining scheduled day off. If more than one (1) day off is canceled for the above training then the employee shall be given an equal amount of consecutive days off within the same twenty-eight (28) day cycle. Notice shall be given to the affected employees in writing, postmarked at least fourteen (14) days in advance of such meetings. Should such meetings be canceled, reasonable notification of the rescheduled meetings will be provided where circumstances permit in consideration of operational needs.

If the employee is not initially given a fourteen (14) day advance notice, the employee is entitled to one and one-half (1½) hours for each hour spent in such training or meetings, including actual necessary travel time.

When an employee is called out to work by his/her supervisor on any scheduled day off, even if the day off falls on a holiday, the employee shall be guaranteed a minimum of four (4) hours of work for which they shall be given a minimum of four (4) hours of compensating time or one and one-half (1½) hours of compensating time for each hour worked, whichever is greater. In lieu of compensating time, upon mutual agreement, employees may be paid one and one-half (1½) their hourly rate for each hour worked. This does not include employees who are scheduled to work a holiday.

The sum of \$320,000 will be annually allocated among the Departments of Public Safety, Conservation, Inland Fisheries and Wildlife and Marine Resources in proportion to the number of employees who are paid by general funds in the following classes:

- Liquor Enforcement Officer I
- Forest Ranger II
- Forest Ranger III
- Game Warden
- Game Warden Specialist
- Game Warden Investigator
- Marine Patrol Officer
- Marine Patrol Specialist

For other employees in the Department of Public Safety and employees in the State Department, Motor Vehicle Division, who are paid by dedicated revenue accounts, a like proportionate amount of money will be

allotted for the payment of call-out under this provision for the following classes:

Fire Investigator  
Motor Vehicle Investigator

Liquor Enforcement Officers who are called out to work by their supervisor four (4) hours or more after the completion of their regular workday and up to the beginning of their next regular workday, with the exception of scheduled days off or holidays, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate of pay for such hours worked. Also, Liquor Enforcement Officers who are engaged in work-in-progress for more than twelve (12) hours from the time he/she commenced working on a regular workday, which twelve (12) hours need not be continuous but which work must be in progress as of the end of a regular workday, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked in excess of twelve (12). Should this special overtime fund be depleted, employees will then be compensated for all call-out and extended shift hours at the rate of one and one-half (1½) hours of compensating time for each hour worked.

All employees may buy back accrued compensatory hours from the unused available overtime money remaining on May 1, 2000 and 2001 and allocated for overtime expenditure for FY '00 and FY '01 pursuant to this Section for the aforementioned classifications. The buy-back shall be automatic for all employees. Those employees not wanting to participate in the buy-back shall notify his/her supervisor on or before May 1, of each year. The buy-back shall be made from the maximum accumulation permitted, and any additional hours accrued over the maximum shall be taken as soon as possible, pursuant to Section 3E of the Agreement. For the remainder of FY '00 and FY '01 employees will be compensated for all call-out and extended shift hours in excess of twelve (12) hours, at the rate of one and one-half (1½) hours of compensatory time for each hour worked. Payment shall be made to employees on or before the end of each fiscal year, in a check separate from the employees' regular paycheck.

### **3c. Holidays**

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be paid one and one-half (1½) times their hourly rate of pay for each hour worked on the holiday. In lieu of pay, upon mutual agreement, he/she will be given one and one-half (1 ½) hours of compensating time for each hour worked on the holiday. No employee shall be relieved from duty on a regularly scheduled workday that falls on a holiday unless notified 14 days in advance.

### **3d. Court Time**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half (1½) times his/her base hourly rate of pay for a minimum of four (4) hours. In lieu of pay, an employee may, upon mutual agreement, be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked.

Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

### **3e. Compensating Time**

Effective July 1, 1999, the maximum accumulation of compensating time shall not exceed two hundred seventy (270) hours. Any employee with more than two hundred seventy (270) hours but less than three hundred (300) hours shall be paid for those hours on or before July 31, 1999. Any employee with more than three hundred (300) hours shall be paid for thirty (30) hours on or before July 31, 1999. The remaining hours over three hundred (300) shall be used by mutual agreement by December 31, 1999. Any time remaining after December 31, 1999 shall be scheduled by management by January 31, 2000.

Effective June 30, 2001, the maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours by June 30, 2001.

Effective July 1, 1999, the following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next twenty-eight (28) day cycle.
2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next twenty-eight (28) day cycle.
3. If it cannot be scheduled by management, it shall be paid by the end of the next twenty-eight (28) day cycle. Payment for time made pursuant to this section will not be made in an arbitrary and capricious manner.

In no instance will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

### **4. In Addition, the Parties Agree to the Following:**

#### **4a. Paid Leave**

All employees shall accrue and use leave credits on the basis of an eight (8) hour day.

**4b. Compensation**

(1) Liquor Enforcement Officer I's shall be paid a base hourly rate of pay in accordance with the salary schedule attached hereto.

(2) All overtime assignments outside of the limits of this agreement must be approved by the Commissioner or his/her designee.

## **MEMORANDUM OF AGREEMENT MOTOR VEHICLE INVESTIGATORS**

The undersigned parties of this Agreement agree that this Agreement pertains only to Motor Vehicle Investigators in the Department of Motor Vehicles.

The parties to this Agreement mutually agree to the following modifications of practice and amendments and exceptions to certain provisions of the Law Enforcement contract which expires June 30, 2001.

All issues not specifically addressed in this Agreement shall continue as provided in the current contract.

### **1. Motor Vehicle Investigators' Work Schedules**

Existing work cycles shall be continued. Motor Vehicle Investigators will schedule their eight (8) or eight and one-half (8½) hours of work per day based on operational needs and activity levels by mutual agreement with their supervisor. The normal workday shall include all official duties, including business phone calls, business visits, report writing, and actual necessary travel time from residence or headquarters whichever is nearer, etc.

On any workday where an emergency requires an investigation to exceed eight (8) or eight and one-half (8½) hours of actual work, he/she will notify his/her immediate supervisor within a reasonable amount of time prior to the time worked to make any adjustments necessary to accommodate the overtime or make arrangements for other alternatives.

For implementation of the above-mentioned eight (8) or eight and one-half (8½) hour normal workday, supervisors shall work out the schedules in advance with employees.

The Director or his/her designee has the right to alter the scheduled hours of any Investigator when in his/her opinion it is necessary to do so to ensure adequate coverage and to meet operational needs. The right to alter scheduled hours includes, but is not limited to, the right to set specific hours within a workday or workweek, and the right to regulate or limit the hours worked outside the normal workday. When circumstances permit, the Department shall provide reasonable advance notice to affected employees of any individual temporary schedule changes which are necessary.

Fourteen (14) calendar days' notice need not be given for the above types of individual schedule changes, but, in the event of a permanent individual schedule change, fourteen (14) calendar days' notice shall be given, as required by the Hours and Work Schedules article, of the contract.

A Motor Vehicle Investigator shall remain available within each 24-hour period until his/her required eight (8) or eight and one-half (8½) hours of work requirements have been met, unless relieved from duty all or part of said eight (8) or eight and one-half (8½) hour period.

After 5:00 P.M. on the day preceding an Investigator's scheduled day off and before 8:00 A.M. on the day the he/she is scheduled to return to work, he/she will not be required to be available. However, when operational needs warrant, an employee occasionally may be required to work beyond 5:00 P.M. on the day preceding the scheduled day/days off.

Management retains the right to relieve employees from duty because of excessive hours worked during the 28-day work cycle. When an employee is relieved for a full day by his/her supervisor, he/she shall not be required to be available until the beginning of his/her next scheduled day.

Emergency cause for other than normal hours will be referred to Senior Motor Vehicle Investigators or the Principal Motor Vehicle Investigator who will then determine if overtime should be granted or they will respond themselves. If these employees cannot be reached then the Director of the Enforcement Division will be contacted.

## **2. Application of Contract Provisions**

- a. Non-Standard Workweek Premium
- b. Shift Differentials
- c. Double Shift Premium
- d. Overtime Assignments
- e. Shift Assignments

## **3. Modification of Contract Language**

The parties agree that the language in the following sections, 3a-3e, shall be substituted for language in the current contract with respect to Motor Vehicle Investigators.

- a. Overtime - substituted by overtime language in this Agreement.
- b. Call Out - substituted by call out language in this Agreement.
- c. Holidays - substituted by language in this Agreement.
- d. Court Time - substituted by language in this Agreement.
- e. Compensatory Time

### **3a. Overtime**

An employee shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked after actually working beyond one hundred sixty-four (164) hours in any twenty-eight (28) day work cycle. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for such overtime hours.

All time worked beyond one hundred sixty-four (164) hours of paid time, which includes leave time and actual time worked, shall be compensated at the rate of one (1) hour of compensating time for actual hours worked or, by mutual agreement, be paid at the base hourly rate until he/she has actually worked one hundred sixty-four (164) hours. Any time actually worked beyond one hundred sixty-four (164) hours within a twenty-eight (28) day work cycle shall be compensated in accordance with paragraph one above.

There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

### **3b. Call Out**

When a day off is canceled because of staff and training meetings, the employee shall be given another day off in conjunction with their remaining scheduled day off. If more than one (1) day off is canceled for the above training then the employee shall be given an equal amount of consecutive days off within the same twenty-eight (28) day cycle. Notice shall be given to the affected employees within a reasonable length of time in advance of the meetings. Should such meetings be canceled, reasonable

notification of the rescheduled meetings will be provided where circumstances permit in consideration of operational needs.

The sum of \$320,000 will be annually allocated among the Departments of Public Safety, Conservation, Inland Fisheries and Wildlife and Marine Resources in proportion to the number of employees who are paid by general funds in the following classes:

- Liquor Enforcement Officer I
- Forest Ranger II
- Forest Ranger III
- Game Warden
- Game Warden Specialist
- Game Warden Investigator
- Marine Patrol Officer
- Marine Patrol Specialist

For other employees in the Department of Public Safety and employees in the State Department, Motor Vehicle Division, who are paid by dedicated revenue accounts, a like proportionate amount of money will be allotted for the payment of call-out under this provision for the following classes:

- Fire Investigator
- Motor Vehicle Investigator

Motor Vehicle Investigators who are called out to work by their supervisor four (4) hours or more after the end of their regularly scheduled workday and up to the beginning of their next regularly scheduled workday, with the exception of scheduled days off or holidays, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate of pay for such hours worked. Also, Motor Vehicle Investigators who are engaged in work-in-progress for more than twelve (12) hours from the time he/she commenced working on a regular workday, which twelve (12) hours need not be continuous but which work must be in progress as of the end of a regular workday, shall be guaranteed a minimum of one (1) hour of pay at one and one-half (1½) times the base hourly rate for such hours worked in excess of twelve (12). Should this special overtime fund be

depleted, employees will then be compensated for all call-out and extended shift hours at the rate of one and one-half (1½) hours of compensating time for each hour worked.

All employees may buy back accrued compensatory hours from the unused available overtime money remaining on May 1, 2000 and 2001 and allocated for overtime expenditure for FY '00 and FY '01 pursuant to this Section for the aforementioned classifications. The buy-back shall be automatic for all employees. Those employees not wanting to participate in the buy-back shall notify his/her supervisor on or before May 1, of each year. The buy-back shall be made from the maximum accumulation permitted, and any additional hours accrued over the maximum shall be taken as soon as possible, pursuant to Section 3E of the Agreement. For the remainder of FY '00 and FY '01 employees will be compensated for all call-out and extended shift hours in excess of twelve (12) hours, at the rate of one and one-half (1½) hours of compensatory time for each hour worked. Payment shall be made to employees on or before the end of each fiscal year, in a check separate from the employees' regular paycheck.

### **3c. Holidays**

1. Employees have the following paid holidays, New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Employees released from work on these holidays shall be paid for their regularly scheduled hours of work. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who are not scheduled to work the holiday shall be given another day off.

3. In addition to regular pay for holidays, when an employee is required to work on a holiday, he/she will be paid one and one-half (1½) times their hourly rate of pay for each hour worked on the holiday. In lieu of pay, upon mutual agreement, he/she will be given one and one-half

(1 ½) hours of compensating time for each hour worked on the holiday. No employee shall be relieved from duty on a regularly scheduled workday that falls on a holiday unless notified 14 days in advance.

### **3d. Court Time**

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day, or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at one and one-half (1½) times his/her base hourly rate of pay for a minimum of four (4) hours. In lieu of pay, an employee may, upon mutual agreement, be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked.

Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a State vehicle shall be entitled to use such vehicle on such occasions.

### **3e. Compensating Time**

Effective July 1, 1999, the maximum accumulation of compensating time shall not exceed two hundred seventy (270) hours. Any employee with more than two hundred seventy (270) hours but less than three hundred (300) hours shall be paid for those hours on or before July 31, 1999. Any employee with more than three hundred (300) hours shall be paid for thirty (30) hours on or before July 31, 1999. The remaining hours over three hundred (300) shall be used by mutual agreement by December 31, 1999. Any time remaining after December 31, 1999 shall be scheduled by management by January 31, 2000.

Effective June 30, 2001, the maximum accumulation shall not exceed two hundred forty (240) hours. It shall be the employee's responsibility to ensure that his/her accumulation does not exceed two hundred forty (240) hours by June 30, 2001.

Effective July 1, 1999, the following procedure shall be used regarding the maximum accumulation of compensating time:

1. If an employee earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next twenty-eight (28) day cycle.
2. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next twenty-eight (28) day cycle.
3. If it cannot be scheduled by management, it shall be paid by the end of the next twenty-eight (28) day cycle. Payment for time made pursuant to this section will not be made in an arbitrary and capricious manner.

In no instance will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

#### **4. In Addition, The Parties Agree to the Following:**

##### **4a. Paid Leave**

All employees shall accrue and use leave credits on the basis of an eight (8) hour day.

##### **4b. Compensation**

(1) Motor Vehicle Investigators shall be paid a base hourly rate of pay in accordance with the salary schedule attached hereto.

(2) All overtime assignments outside of the limits of this agreement must be approved by the Deputy Secretary of State or his/her designee.

##### **4c. Weekend Duties for Motor Vehicle Investigators**

When a Motor Vehicle Investigator is required to perform weekend duties, he/she shall be compensated at the rate of one and one-half (1½) hours of compensating time for each hour worked. In lieu of compensating time, an employee may, upon mutual agreement, receive pay at the rate of one and one-half (1½) times the base hourly rate of pay for each hour worked.

1. Motor Vehicle Investigators will provide immediate response for the following "bona fide emergencies":

a. A situation that in any way would endanger the public if we failed to act.

**b.** Any life threatening situation requiring immediate investigation by a Motor Vehicle Investigator.

2. Motor Vehicle Investigators may respond to other requests for their services from other Law Enforcement Officials when approval is secured from the Deputy Secretary of State or the Director of the Enforcement Bureau.

## **LAW ENFORCEMENT JOB CLASSIFICATIONS**

Baxter Park Ranger  
Capitol Security Police Officer  
Capitol Security Police Sgt  
Fire Investigator  
Forest Fire Prevention Spec  
Forest Ranger I  
Forest Ranger II  
Forest Ranger III  
Game Warden  
Game Warden Assistant  
Game Warden Pilot  
Game Warden Specialist  
Game Warden Investigator  
Liquor Enforcement Officer I  
Liquor Enforcement Tmg Coord  
Marine Patrol Officer  
Marine Patrol Pilot  
Marine Patrol Specialist  
MV Investigator  
Probation Officer  
Probation Parole Officer II  
Ranger Pilot  
Special Agent Investigator  
Special Investigator  
Sr Fire Investigator

## STATE OF MAINE

By:

Angus S. King, Jr., Governor  
Janet E. Waldron, Commissioner  
Department of Administrative  
and Financial Services  
Kenneth A. Walo, Chief Negotiator  
Director, Bureau of Employee Relations  
Alicia Kellogg, Bargaining Team Member  
Debra Phillips, Bargaining Team Member  
Bruce Hodsdon, Bargaining Team Member  
Phil Schlegel, Bargaining Team Member  
Judy Williams, Bargaining Team Member  
Charlene Gamage, Bargaining Team Member

## MAINE STATE EMPLOYEES ASSOCIATION

By:

Ray Dzialo, President  
Brenda Kaler, Vice President  
Carl Leinonen, Executive Director  
Richard Molan, Chief Negotiator  
Steven J. Butterfield, Bargaining Team Member  
Lise Herold, Bargaining Team Member  
Jim Martin, Bargaining Team Member  
Brian Norton, Bargaining Team Member  
Lou Randall, Bargaining Team Member

## MAINE STATE EMPLOYEES ASSOCIATION

Attorney Fees:	\$100.00 per hour
Field Representative Fees:	\$75.00 per hour
Research Fees:	\$75.00 per hour

All fees are charged on the basis of minimum 15 minute periods.

**PAY SCALE REQUEST FORM**

If you want a pay scale for the **LAW ENFORCEMENT SERVICES BARGAINING UNIT** please fill out this form and mail to:

MSEA  
PAY SCALE REQUEST  
65 STATE STREET  
PO BOX 1072  
AUGUSTA ME 04332-1072

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**LIMIT OF ONE (1) PAY SCALE PER REQUEST FORM**

**M S E A**  
**LOCAL 1989**



**Leading the Way**

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