

# **AGREEMENT**

**Between**

**MAINE LEGISLATIVE COUNCIL**

**And**

**MAINE SERVICE EMPLOYEES ASSOCIATION,  
LOCAL 1989, SEIU**

**ADMINISTRATIVE UNIT OF LEGISLATIVE EMPLOYEES**

*October 1, 2019 – September 30, 2021*

LEGISLATIVE COUNCIL  
OFFICE OF THE EXECUTIVE DIRECTOR

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## **Section I. Administrative Provisions**

### **Article 1. Preamble**

The Legislative Council and the Maine Service Employees Association, Local 1989, Service Employees International Union (MSEA or the Union) enter into this Agreement to assure a mutually beneficial working relationship that supports and enhances effective and efficient delivery of services to the Maine Legislature and to the public. The parties agree that the interests of the public and the Legislature's work on behalf of the public will be considered in the administration of this Agreement. The parties acknowledge that MSEA has certain legal and contractual responsibilities and duties to enforce this Agreement on behalf of bargaining unit members. In order to assist in the achievement of these goals, the parties desire to maintain a constructive, cooperative and harmonious relationship; to promote effective service, quality of work and work environment to accomplish the Legislature's mission; and to establish an equitable and orderly procedure for the resolution of differences.

### **Article 2. Access To Employees**

MSEA will have access to employees covered by this Agreement to carry out its legal responsibilities as bargaining agent, subject to the terms of this Article.

Representatives of MSEA will be granted reasonable access to bargaining unit employees in order to investigate and process grievances and to administer this Agreement. Such access will be subject to the representative providing the Executive Director, or the Executive Director's designee, with advance notice of the visit. On any day when either body of the Legislature is in session or on any day when a committee to which any affected employee is assigned has scheduled hearings or work sessions, such access will be during nonworking time, including breaks, lunch hours and after the employee's work hours, and in non-work areas. Access shall not disrupt legislative operations or violate any security procedures but will not be unreasonably denied. If the Executive Director or the Executive Director's designee denies access to the

MSEA representative for the time requested, the reason for denial will be explained to the MSEA representative.

Each new employee, including employees who are new to the MSEA bargaining unit, shall be allowed up to 60 minutes of paid work time within his or her first six months of employment to meet with a representative of MSEA for the purpose of explaining MSEA programs and benefits. This meeting shall be scheduled at a time approved by the employee's supervisor and shall take place in a non-work area.

Representatives of MSEA may also, without advance notice to the Executive Director or the Executive Director's designee, have access to bargaining unit employees on the premises of the Legislature during the employee's nonworking time in non-work areas to explain MSEA programs and benefits, provided that such access may not interfere with legislative operations or any security procedures. For the purposes of this Article, "non-work areas" means the Hall of Flags, 3<sup>rd</sup> and 4<sup>th</sup> floor rotunda and public cafeteria space.

### **Article 3. Approval of Legislative Council**

The parties hereto agree to jointly support any legislative action necessary for implementation of any provision of this Agreement, provided that such action does not restrict the Legislature in fulfilling its lawmaking duties. If the Legislative Council rejects any provision submitted to it, the entire Agreement shall be returned to the parties for further bargaining.

### **Article 4. Contract Administration**

The parties acknowledge that problems of general administration (as distinguished from individual employee grievances) may arise during the administration of this Agreement that may require the Legislative Council and MSEA to meet from time to time in an effort to resolve those problems. The parties agree to so meet within a reasonable time at the request of either party. The party requesting such a meeting will submit a written agenda one (1) week in advance of the

meeting. If the matter is urgent in nature, the parties will mutually agree upon a meeting date and such meeting will not require a written agenda.

## **Article 5. Copies of Agreement**

The Legislative Council will make arrangements for printing copies of this Agreement. MSEA shall be responsible for the cost of copies for dues-paying members and additional copies it requires for distribution. The Legislative Council shall be responsible for the cost of copies for non-member covered employees, new Legislative Council employees and additional copies it requires for distribution.

## **Article 6. Union Membership and Dues Deduction**

### **1. Union Membership**

- a. Membership in MSEA-SEIU is not a condition of employment with the Legislative Council.
- b. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time, including during their first six (6) months of employment, by providing a written request to MSEA-SEIU.
- c. MSEA-SEIU is solely responsible for processing any change to membership status.
- d. MSEA-SEIU shall promptly notify the Legislative Council of any validly executed membership application or request to drop membership.
- e. In the event that the Legislative Council receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.
- f. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

## **2. Payroll Deduction**

- a. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.
- b. The Legislative Council agrees to deduct MSEA-SEIU membership dues and insurance premiums from the pay of those employees, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's electronic signature law, 10 M.R.S. §9407.
- c. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.
- d. A validly executed authorization for payroll deduction is an agreement between the employee and MSEA-SEIU. The Legislative Council agrees that it shall rely solely upon MSEA-SEIU for notice of such authorizations or cancellations or changes thereto.
- e. MSEA-SEIU shall notify the Legislative Council, through the applicable agency payroll clerk, of any such authorizations, cancellations or changes thereto.
- f. It may take up to four (4) weeks to process a validly executed authorization for payroll deduction or cancellations or changes thereto.
- g. Any change in the amounts to be deducted shall be certified to the Director of Human Resources by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement as soon as practicable but no later than ten (10) workdays after such deductions are made.

## **3. Indemnification**

- a. MSEA-SEIU shall indemnify and hold the Legislative Council harmless against any and all claims, suits, orders or judgments brought or issued against the



Legislative Council as the result of the action taken or not taken by the Legislative Council under the provisions of this Article.

#### **Article 7. Employee Data**

1. So long as not prohibited by law, the Legislative Council, through the Office of the State Controller, will furnish to MSEA weekly, at Union expense, certain then-available data in electronic Excel format for each employee covered by this Agreement. To the extent practical, the employee data will consist of the name, home mailing address, home phone, personal cellular telephone number (if known), work phone, work email address, personal email address (if known), class code, classification title, pay grade and step, salary specification, annual salary amount, pay cycle, authorized weeks, employment status, bargaining unit, initial date of hire and current date of hire for each employee covered by this Agreement. MSEA will indemnify, defend and hold the Legislative Council harmless against all claims and suits, which may arise as a result of the Legislative Council furnishing such data to MSEA.

2. Upon mutual agreement, the Legislative Council and MSEA will use technology available to each party for the purpose of receiving the employee data in the most efficient manner possible. By mutual agreement, such information will be transmitted electronically to MSEA in a format agreed upon by the parties.

3. The Legislative Council, through the Office of the State Controller, will provide the MSEA field representative with the name, office, position title and date of hire for new employees in an electronic format via a separate notification whenever there is a new hire.

#### **Article 8. Employee Organization Leave**

The Union will provide the Legislative Council or its designee with a list of three (3) bargaining unit employees that it has designated as stewards (the “designated stewards”). The Union will promptly notify the Legislative Council or its designee when changes occur.

The designated stewards will be allowed an aggregate of seventy-two (72) hours away from work in a calendar year without loss of pay for required meetings, to attend meetings with new employees, to investigate and process grievances that arise in the bargaining unit, or to attend steward training. All other leave to attend steward training during the workday must be either 1) during the employee's nonworking time, or 2) the employee must request legislative leave, vacation leave or use compensating time, or 3) the employee may request unpaid leave. When leave to attend steward training is requested, the Legislative Council must receive ten (10) workdays' advance notice. Requests will be approved if it is determined that the employee's absence will not adversely affect operations or place an undue work burden on other employees. When a designated steward requests time away from work to investigate or process a grievance, the office director must give approval unless the time away from work would adversely affect operations or place an undue work burden on other employees. If the request cannot be approved immediately because of operational considerations or work demands, it will be approved as soon as it is reasonably practical. Steward activity that extends beyond the scheduled workday will not be considered time worked for benefits or pay purposes.

Bargaining unit employees who are elected to serve a term on the Board of Directors of MSEA-SEIU or on the executive board of their affiliated international union will be allowed an aggregate for the bargaining unit of five (5) days away from work in a calendar year, to attend meetings of the board upon reasonable notice to their supervisors. Such leave may be taken in 15 minute increments and only when the legislature is not in regular or special session. The employee may use accrued leave or take unpaid leave to attend such meetings. MSEA retains the exclusive right to nominate, replace, and/or otherwise select the Administrative Unit of Legislative Employees' representative to any legislatively-approved and/or statutory commission, council, and/or board with designated membership for the bargaining unit and/or its employees, subject to subsections a and b as follows:

- a. The Legislative Council maintains the ability to express concerns to MSEA, at the time of selection or at any time throughout the selected employee's participation, about a particular employee's participation on any legislatively-approved and/or

statutory commission, council, and/or board, including concerns about the following employees' participation:

- i. Employees with disciplinary issues that may impact performance on such commission(s), council(s), and/or board(s);
  - ii. Employees on performance improvement plans whose participation may hinder their ability to meet established performance standards; and/or
  - iii. Employees whose job duties and/or responsibilities present a conflict and/or scheduling issue; and
- b. Employees shall not be appointed to any such legislatively-approved and/or statutory commission, council, and/or board with designated membership for the bargaining unit and/or its employees within their first six (6) months of employment.

MSEA shall inform the Legislative Council of the name(s) of the bargaining unit employee(s) selected to serve on the legislatively-approved and/or statutory commission(s), council(s), and/or board(s) as soon as practicable following the employee's or employees' selection; The selected employee(s) shall give reasonable notice to their supervisor(s) of any commission, council, and/or board meetings.

MSEA recognizes that exceptional circumstances may preclude the release of an individual on a particular day. If such circumstances exist and the selected employee is not able to participate in a meeting of his/her assigned commission, council, and/or board, the Legislative Council, or its designee, shall provide the employee with justification for such preclusion and shall promptly inform MSEA, or its designee, of such preclusion.

The selected employee(s) shall not suffer any loss of pay and shall not be required to use accumulated vacation, compensatory, or other leave as a result of participating on a legislatively-approved and/or statutory commission, council, and/or board, provided that when such activities extend beyond the employee's or employees' scheduled working hours such additional time shall not be considered as time worked.

## **Article 9. Leave for Negotiations**

Negotiations for a successor contract will generally be conducted while the Legislature is not in session. Time spent by MSEA negotiating team members in bargaining meetings that take place during regular working hours, i.e. between the hours of 8:00 a.m. and 5:00 p.m., is considered paid time and will be recorded as administrative leave. Such administrative leave will not count toward the calculation of premium overtime. Time spent by MSEA negotiating team members in bargaining meetings that take place outside regular working hours, i.e. before 8:00 a.m. and after 5:00 p.m., will be without compensation. When the Legislature is not in session, bargaining meetings will be held during the regular work day. When the Legislature is in session, bargaining meetings may take place mostly outside normal working hours, except by mutual agreement by both parties.

The parties acknowledge that if negotiation sessions are scheduled for times the Legislature is in session, negotiation sessions and times may need to be adjusted accordingly to accommodate the needs of the Legislature.

## **Article 10. Maintenance of Benefits**

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the Legislative Council agrees to make no changes without prior consultation and negotiations with the Union unless such change is made to comply with law, regulations or the Joint Rules in effect during the term of this Agreement. The Legislative Council may adopt or modify personnel rules or policies during the term of this Agreement so long as the adoption or modifications are not inconsistent with this Agreement. The parties acknowledge that the most recently adopted Personnel Policies and Guidelines for legislative employees supersede all previous policies and past practices. Modifications or changes in personnel rules or policies will be sent to MSEA at least seven (7) workdays before their effective date (the “notice period”). On request, the Legislative Council or its designee will meet and consult with MSEA on the proposed modified or adopted rules, so long as the request is received by the Legislative Council or its designee during the notice period. Furthermore, the parties agree that this Article is not

intended and should not be construed to supersede or conflict with any other Article in this Agreement.

#### **Article 11. Management Rights**

MSEA agrees that the Legislative Council 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 work divisions, operations and facilities; the right to direct its work force; to establish the nature, quantity and quality of the work to be performed; to administer the performance evaluation and employee compensation system; to establish specifications for each class of positions, 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 install new, changed or improved methods of operations; to lay off employees; 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 Legislative Branch in situations of emergency.

#### **Article 12. MSEA Membership Packets**

MSEA, including stewards and officers, will provide new employees with an MSEA membership packet during non-work hours, including breaks. MSEA will be solely responsible for the material contained in such packets. Any questions concerning the contents of these packets or MSEA programs will be referred to MSEA. The Legislative Council will supply MSEA with the following information in computer format quarterly: date hired, name, mailing address, position classification and office for each newly hired employee. The quarterly report will 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 legislative service.

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

### **Article 13. Responsibilities of the Parties**

In addition to other responsibilities that may be provided elsewhere in this Agreement, the parties agree as follows:

1. The Legislative Council and MSEA have a mutual responsibility to encourage and foster efficient and economical service by covered employees in all aspects of their legislative work;
2. Covered employees are responsible for performing quality work in an efficient and expeditious manner;
3. The Legislative Council is responsible for promoting a work environment conducive to the achievement of efficient and expeditious work by employees; and
4. MSEA has a legal responsibility to represent and handle grievances for all employees within the bargaining unit, and the Legislative Council is not responsible or liable for actions or inactions by MSEA with respect to its legal duty of fair representation.

### **Article 14. Scope of Agreement**

This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, benefits, working conditions and all other items which have been, or could have

been, negotiated by the parties prior to the execution of this Agreement. Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised, or were raised, during negotiations for this Agreement or on matters that are covered by this Agreement.

While this Agreement is in effect, neither party will seek unilaterally to modify the terms of the Agreement.

#### **Article 15. 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 Legislature 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 that may be threatened.

#### **Article 16. Union Recognition**

Pursuant to the Maine Labor Relations Board certification dated November 26, 2002, the Legislative Council recognizes MSEA as the sole and exclusive bargaining agent for purposes of representation and negotiation of wages, hours and terms and conditions of employment, as those subjects are defined by applicable state law, for positions in the bargaining unit. A complete and exclusive list of positions in the bargaining unit is listed below.

Employees covered by the bargaining unit are the following classifications:

- Administrative Secretary
- Associate Law Librarian

- Committee Clerk
- Desktop and Technical Support Administrator
- Desktop and Technical Support Technician
- Helpdesk Support Administrator
- Internet Infrastructure and Applications Administrator
- Legal Assistant/Legislative Indexer
- Legal Proofreader/Editor
- Legislative Information Assistant
- Legislative Information Specialist
- Legislative Technician
- Library Assistant
- Library Associate
- Office Support Technician
- Programmer Analyst
- Secretary
- Senior Engrossing Proofreader/Editor
- Senior Law Librarian
- Senior Legal Proofreader/Editor
- Senior Legislative Information Assistant
- Senior Legislative Technician
- Senior Programmer Analyst
- Senior Secretary for OPLA
- Systems Engineer

"Temporary employees" (obtained from "temporary employment agencies"), "project employees" (legislative employees hired to work on a specific task or tasks, to be completed within a specific time), "acting capacity" employees, single session employees and any other "temporary, seasonal and on-call employees" as defined by statute, if any, shall not be considered to be "bargaining unit employees" and shall not be covered by any of the provisions of this Agreement.



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.

## **Section II. Employment Provisions**

### **Article 17. Acting Capacity**

An employee is considered to be in an acting capacity status when he or she is directed to perform the work of a higher salary grade position for a period of more than fifteen (15) consecutive workdays due to an extended vacancy in that position or the extended absence of the employee who occupies that position. An employee serving in acting capacity status is entitled to be paid at the salary step in the salary grade of the higher classified position that is four and one-half percent (4.5%) higher than the employee's current rate of pay in the employee's regular position, retroactive to include the fifteen (15) workday period. An employee may not be placed in an acting capacity status for more than fifteen (15) workdays without prior approval from the Executive Director.

An employee may not acquire any preference to a higher job classification as a result of the temporary assignment. Employees will not be rotated in acting capacity in order to avoid payment of acting capacity pay. This Article will not be used in lieu of the proper processing of any request under the Reclassification Article or the filling of a vacancy pursuant to this Agreement.

### **Article 18. Alternative Work Schedules**

A Legislative Council employee who wishes to work the assigned number of hours but on a schedule that is other than 8:00 A.M. - 5:00 P.M. during periods when the Legislature is not in session and when operational needs allow should discuss an alternative work schedule with his or her office director. An alternative work schedule may not include regularly scheduled work

before 7:00 A.M. or after 6:00 P.M. and must include a scheduled lunch break of at least ½ hour daily, but may include, among other potential schedules, a four-day work week (i.e., four 10-hour days). The employee's office director has final authority for determining the feasibility of such arrangements and for approving an alternate schedule. All other alternative work schedules, including a reduced workweek schedule, require the prior approval of the Executive Director. The office director or the Executive Director, as applicable, may cancel alternative work schedules upon seven (7) calendar days' prior written notice to the employee.

#### **Article 19. Bereavement Leave**

Up to forty (40) hours of leave with pay will be allowed for absence resulting from the death of the employee's spouse, significant other person (as defined below), child, stepchild, grandchild, parent, stepparent or spouse's or significant other's parent or stepparent. Up to twenty-four (24) hours of leave with pay will be allowed for absence resulting from the death of a sibling, step-sibling, half-sibling, ward, grandparent or guardian of the employee. Hours will be prorated for part-time employees based on the employee's scheduled hours.

"Significant other person" is an individual with whom the employee has a relationship, when neither 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 bereavement leave benefits will be provided.

Bereavement leave is not charged against any other of an employee's accrued leave balance.

#### **Article 20. Call Back**

A bargaining unit employee who is called back to the State House to perform work outside of and not continuous with the employee's scheduled hours of work will be credited with time worked for the time actually worked. If such call back commences between the hours of

midnight and 6:00AM, the employee shall be credited with the actual traveling time from and to the employee's residence, up to one hour in total, in addition to the actual time worked.

When an employee returns to the State House for call-back duty, he or she must record the date, time, and reason for the call-back, the amount of call back duty worked and travel time from and to the employee's residence on the employee's time sheet or other form provided by the employer.

## **Article 21. Committee Clerks**

### **1. Appointment and Removal**

Legislative committee clerks are appointed for a term that coincides with the legislative biennium and are employed jointly by the Presiding Officers and are subject to direction, management and supervision by the Committee Chairs. Committee clerks serve at the pleasure of the Presiding Officers. The Discipline and Grievance and Arbitration Procedure Articles of this Agreement do not apply to any decision made by the Presiding Officers or Committee Chairs (or the manager of the Legislative Information Office or the Executive Director when acting in their stead for the matters described herein and at their direction) to terminate, discipline, assign and direct the work and performance of, schedule work during a legislative session of, or schedule interim committee work (subject to the provisions set forth in numbered paragraph 3 below), of a committee clerk. Nothing in this Article supersedes, reduces or modifies the Management Rights Article, Article 11.

If a committee clerk disagrees with a decision by the Presiding Officers or their designees made pursuant to the above paragraph, the committee clerk may request and will be granted an opportunity, upon reasonable notice and at such time that does not interfere with legislative operations, to meet with the Presiding Officers or their designees to state his or her disagreement with the decision. The committee clerk is entitled to have a union representative present at such a meeting.

At the commencement of a first regular session of the Legislature, an individual who has served as a committee clerk during the prior legislative session, other than an individual whose employment was terminated for just cause or who did not resign in good standing, and who desires to be appointed to serve a new term may file a resume and application, or other application materials as required, with the Executive Director's Office c/o the Human Resources Director. Prior to the appointment of committee clerks for the first regular session and except as provided under Resignation from Employment, Article 47, the appointing authorities will be provided with the resume and other application materials of such an individual, along with notes, comments and recommendations as to the individual's qualifications and standing as is deemed appropriate by the Executive Director or designee. If not otherwise noted on the resume, the Executive Director or designee will indicate on the application materials the name of the committee for which the individual served during the prior legislative session. If a formal interview process is undertaken by a committee among a pool of applicants for appointment to a clerk's position, an individual who has served as a committee clerk for that committee during the prior session and who has applied for consideration will be interviewed. The appointing authorities are not required or otherwise obligated to appoint such an individual, regardless of past work performance or service as a committee clerk.

The names of individuals whose applications have been provided under this Article but who are not appointed will be retained on a list of interested applicants until adjournment *sine die* of the second regular session. If an existing committee clerk position becomes vacant prior to adjournment *sine die* of the second regular session, the appointing authorities will be provided the resume and other materials related to individuals whose name is on the list prior to filling the vacancy.

## 2. Compensation on Termination

A committee clerk whose employment is terminated will receive compensation, including accrued vacation and compensatory time for which he or she is eligible and entitled, to the date of termination only.

### 3. Interim Committee Work for Committee Clerks

During a period when the Legislature is not in session, if the Legislature has scheduled one or more committees to meet in a single day for confirmation hearings, and if one or more committee clerks are needed when the clerking duties cannot be filled by currently available qualified staff, the committee clerk(s) assigned to any one of the committees scheduled to hold confirmation hearings will be offered that interim committee work. If the Legislature has scheduled a single committee to meet in a day, and if a committee clerk is needed when the clerking duties cannot be filled by currently available qualified staff, the committee clerk assigned to that committee will be offered that interim committee work.

Nothing in this Agreement operates as a waiver, limit or expansion of any statutory rights that committee clerks may have to petition the Maine Labor Relations Board to redress claimed violations of 26 M.R.S.A. Section 979-C (1)(A), (B), (D) or (F).

## **Article 22. Complaints and Investigations**

1. If a work-related complaint against an employee is received from a member of the public or some other source outside of the Legislature, the Executive Director or the Executive Director's designee will investigate the complaint as warranted if it is to be used as the basis for disciplinary action against an employee or referenced in an employee's personnel file. The complainant may be contacted or interviewed as part of the investigation process.

2. If, after preliminary investigation, the Executive Director or the Executive Director's designee concludes that the complaint is unjustified or not serious enough to warrant further action, the employee will be so informed. If, however, the Executive Director or the Executive Director's designee concludes that disciplinary action may be required, or that the complaint should be made a part of the employee's personnel file, the Executive Director or the Executive Director's designee shall inform the employee of the nature of the investigation.

3. If the Executive Director or the Executive Director's designee wishes to interview an employee who is the subject of such a complaint and such an interview could result in discipline, the employee shall be notified in writing, at least 2 business days prior to the interview, and given an opportunity, if so requested, to have a union representative present during the interview. The employee is required to appear for an interview and to answer questions that relate specifically to the subject matter of the complaint. The interview of the employee will be conducted at a reasonable time and, when practical, during the employee's normal work hours. Time spent in an interview will be counted as time worked. The employee will be expected to respond to questions directly rather than through the representative. If the employee fails to appear for the interview or otherwise does not answer questions and provide information relating to the subject matter of the complaint, an adverse inference may be drawn against the employee.

4. If it becomes apparent during the investigation that an employee who is being interviewed as a witness may be subject to discipline, the employee-witness shall be so notified. Investigation of that employee will then be conducted pursuant to this Article, including being given a reasonable opportunity to confer with a union representative and to have a union representative present during the interview, if requested, provided that the investigation will not be unreasonably delayed.

5. Investigations will be completed within twenty (20) workdays, except that if more time is needed, the employee being investigated will be informed. The employee will be notified of the results and conclusions within ten (10) workdays after conclusion of the investigation. The deadlines may be extended by mutual agreement of the parties.

6. If, based on the results of the investigation, the complaint(s) are unsubstantiated, no record of the complaint(s) or the investigation will be entered in the employee's personnel file.

7. Nothing in this Article shall affect the right of the Legislative Council or its designee to immediately suspend or dismiss an employee pursuant to other provisions of this Agreement nor shall anything in this Article affect the right of the Legislative Council or its designee to

contact appropriate authorities if the Legislative Council or its designee has reason to believe that an employee may have committed a crime.

### **Article 23. Court Service and Court Time**

An employee who is called to appear as a witness in his or her official capacity by a court, including an administrative court, on a scheduled day off, scheduled vacation day or other approved day off will be paid for hours spent, including necessary travel, at his or her regular hourly rate.

If, for any job-related matter, an employee must be absent from work because he or she is required to appear in court or otherwise comply with a subpoena or other order of a court or body, or if an employee is required to perform jury service, the employee will be granted court service leave for the period of time necessary to fulfill such requirement.

#### **1. Jury Duty**

An employee who is required to appear in court pursuant to a subpoena or other order of a court related to the employee's employment or to perform jury service where such appearance or service will result in an absence from work will ordinarily be granted court service leave for the period of time necessary to fulfill that requirement. The employee is responsible for notifying the employee's office director of any request for court appearance or jury service that requires absence from work. The office director will assess the impact on office operations and determine whether it is necessary to request of the court that the employee be excused temporarily from appearance or jury service. The office director will notify the Executive Director of required court service by an employee. The Executive Director shall make all requests to the court by or on behalf of the Legislature or a legislative office asking that an employee be excused from appearance or service. The employee is responsible for making such a request to the court on his or her own behalf. It is understood that an employee will not volunteer themselves to serve jury duty of their own accord.

Any employee who makes an appearance and whose service is not required must return to work as soon after release as it is practical. An employee on court service leave for a full day will receive regular pay and will be allowed to keep payment received for court service, including any travel allowance, assuming that the employee has not volunteered to serve jury duty of their own accord.

Court service leave is not charged to any other of the employee's accrued leave balance.

## **2. Other Court Appearances**

An employee who is summoned to appear or otherwise appears before a court or other body as a party to any private legal action that is not job-related is not eligible to receive court service leave.

## **Article 24. Discipline**

Employees subject to this Article may be disciplined only for just cause. This Article applies to all employees who have satisfactorily completed their probationary period except as otherwise provided in Article 21, Committee Clerks, of this Agreement.

Discipline shall consist of the following actions that may be taken when the Legislative Council or its designee, including any office director or supervisor, believes that discipline is appropriate and warranted in light of the circumstances surrounding the incident or incidents on which the discipline is based, including the employee's conduct, past record, and length of service. Discipline shall consist of one or more of the following measures:

1. Oral warning with written documentation.
2. Written warning
3. Suspension.
4. Demotion or Dismissal.



An oral warning, written warning and/or suspension shall include a Corrective Action Plan, which establishes certain standards of performance, a schedule for improving employee's performance, and follow-up review.

The parties support the principles of progressive discipline. However, the above stated disciplinary steps may not be appropriate for all offenses or infractions and need not be applied in sequence depending on the severity of the offense or infraction involved.

The following are examples of the kind of conduct or actions that constitute just cause for suspension, demotion or dismissal depending on the severity of the offense or infraction:

- a. Political or partisan activity as described in the Political and Partisan Activity Article of this Agreement and either the Legislature's Personnel Policies and Guidelines for Legislative Council Employees or, for Committee Clerks, the Personnel Policies and Guidelines for Legislative Committee Clerks (hereinafter referred to collectively as the "Personnel Handbook");
- b. Breach of the rules of legislative confidentiality as described in the Personnel Handbook;
- c. Insubordination constituting a serious breach of discipline;
- d. Personal conduct that impairs the employee's work performance or brings serious discredit to the Legislature or, for Legislative Council employees, the nonpartisan nature of the work;
- e. Use of the employee's position for personal advantage;
- f. Dishonesty or falsification of Legislative or other state records;
- g. Consumption of alcoholic beverages, use of illegal substances or working while under the influence of either in the workplace; or
- h. Physical assault, conduct that is physically threatening or sexual, or other illegal harassment.

No employee covered by this Article will be suspended without pay, demoted or dismissed without having first been given notice in writing of the disciplinary action to be taken.

Such notice shall provide the reason for such disciplinary action. Unless the Executive Director determines that the employee's continued presence on the job presents a potential danger to persons or property or would severely interfere with the operations of the Legislature or its security, an employee shall be afforded the opportunity to meet with the office director or the Executive Director prior to the disciplinary action proposed when such discipline shall result in suspension, demotion, or dismissal. The employee is entitled to have a union representative present at such meeting. When discipline may result in suspension, demotion or dismissal and/or pending the completion of an investigation under Article 22, Complaints and Investigations, the Executive Director may place the employee on paid administrative leave pending completion of the investigation or other review and determination of discipline. During such administrative leave or during any disciplinary suspension, the employee is precluded from entering legislative offices, using legislative equipment or accessing legislative files except as expressly authorized by the Executive Director.

Any employee covered by this Article who is suspended without pay or dismissed may initiate an appeal of such disciplinary action at the appropriate step of the Grievance Procedure within ten (10) workdays after the employee receives written notification of the disciplinary action from the appropriate authority.

#### **Article 25. Early Release or Delay or Cancellation of Regular Work Day**

Legislative offices will be open during regular business hours unless the President of the Senate, the Speaker of the House and the Chair of the Legislative Council authorize a change in hours in the event of adverse weather or other emergency situation. The Presiding Officers and the Chair of the Legislative Council may authorize the release of all legislative employees or may require that certain legislative offices open or remain open through to the regular close of business at a reduced staffing level.

Unless the Governor issues a proclamation under the Governor's emergency powers that orders the closure or evacuation of state offices, the Governor's decision to close state offices applies only to executive branch employees, not to legislative employees. If a public service

announcement relating to closure of state offices makes no specific reference to the Legislature, legislative employees are expected to report to work at the regularly scheduled time. If a legislative employee has any questions about whether to report to work, the employee has the responsibility for contacting his or her supervisor.

Legislative employees will be notified of any cancellation of the regular work day, delayed start, or early closure. Employees must notify their supervisor of their decision to not report to work, to report late, or to leave early due to emergency or extreme weather conditions. If a closure, delay, or early release has not been authorized, such an employee must use approved vacation leave, compensatory time or legislative leave for all such absences during the employee's regularly scheduled work hours unless administrative leave is granted by the Presiding Officers or the Chair of the Legislative Council for their respective employees. If, subsequently, there is authorized a general delay, cancellation, or early release because of adverse weather conditions or an emergency, legislative employees who have received prior approval to use paid or unpaid leave for that day must use that leave as originally approved.

When such administrative leave is granted, an employee in Salary Grade 1-6 who is affected by an early closure, delay or cancellation of a regular work day is entitled to receive paid administrative leave for all cancelled hours for which the employee was scheduled to work and is absent from work. Administrative leave granted under this Article is intended to make the employee whole up to 8 hours in a day or the employee's regularly scheduled workday if that regularly scheduled workday is less than 8 hours. In no case may administrative leave granted under this Article be compensated at one and one half times the employee's regular rate of pay or be considered time worked for the purposes of calculating premium overtime as outlined in Article 41.

When such administrative leave is granted, an employee in Salary Grade 7-12 who is affected by an early closure, delay or cancellation of a regular work day is entitled to receive paid administrative leave for all cancelled hours for which the employee was scheduled to work and is absent from work. Administrative leave granted under this Article is intended to make the

employee whole up to 8 hours in a day or the employee's regularly scheduled workday if that regularly scheduled workday is less than 8 hours.

## **Article 26. Employment of Relatives**

Employment, whether by hire, transfer, or promotion or any other change in status to any position in the legislative staff that would result in there being a direct supervisory-subordinate relationship between immediate family members is prohibited. This policy also applies to relationships between employees and Legislators. "Immediate family members" means the spouse, parent, stepparent, father-in-law, mother-in-law, child, stepchild, sibling, brother-in-law or sister-in-law of the legislative employee. Nor may the final decision of whether a person will be hired or promoted to a legislative position be made in part or wholly by a person related to the job candidate by consanguinity, or affinity in the fourth degree. Nothing in this prohibition, however, shall deprive an applicant or employee of full consideration for hire or promotion into a legislative position.

## **Article 27. Family Medical Leave**

At a minimum, the Legislative Council will voluntarily comply with federal and state FMLA laws in effect on October 1, 2017. Employees should reference the Personnel Policy for eligibility requirements, reasons for leave, and application process.

## **Article 28. Grievance and Arbitration Procedure**

### **1. Intent**

It is the intent of the parties to resolve disputes at the lowest appropriate hierarchical level and in the most informal manner practical, thereby fostering good and productive working relationships between and among all legislative employees. For the purposes of this Agreement, "grievance" means a claim by a covered employee or the Union that the Legislative Council has violated a specific provision or provisions of this Agreement.

## **2. Application**

The Grievance and Arbitration Procedure does not apply to administrative matters in the Retirement Plan(s) or the group health, dental or life insurance plans provided or referred to in this Agreement. The Grievance and Arbitration Procedure applies to Committee Clerks as specified in Article 21, Committee Clerks.

Subject to the limitations in the paragraph above or in any other provision of this Agreement, an employee may present a grievance that concerns a dispute in the interpretation or application of the specific terms and provisions of this Agreement.

## **3. Grievance Procedure**

Step 1. Within ten (10) workdays after the act or occurrence that gives rise to the grievance, the employee, or the union representative on behalf of the employee, may present the grievance, in writing via hard copy or email, to his or her office director. The grievance must specify the term(s) of the Agreement that the employee believes has been violated, date of the violation and the resolution requested by the employee. Within fifteen (15) workdays, the office director will meet with the employee, or the union representative on behalf of the employee, or both and take whatever actions are necessary and appropriate to investigate and evaluate the grievance. The office director will provide the employee and the union representative with a written response to the grievance within seven (7) workdays after the grievance meeting has been held. Resolution at Step 1 will not be binding on future grievances and will not constitute precedent or practice.

Step 2. Within seven (7) workdays after the office director in Step 1 has informed the employee of his or her decision, and if the employee is not satisfied with the Step 1 decision, the employee, or the union representative on behalf of the employee, may present the grievance to the Executive Director. The grievance must be presented in writing via hard copy or email. The grievance must specify the term(s) of the Agreement that the employee believes has been violated, date of the violation and the resolution requested by the employee. Within fifteen (15)

workdays of having been presented with the grievance, the Executive Director or Executive Director's designee will meet with the employee, or the union representative on behalf of the employee, or both, and take whatever actions are necessary and appropriate to investigate and evaluate the grievance. The Step 2 grievance will not be evaluated as an appeal. The Executive Director will determine the grievance on a de novo basis. The Executive Director will provide a decision to the employee and the union representative in writing within twenty (20) workdays after the grievance meeting has been held. The Executive Director's determination will be final and binding and may be cited as precedent in future grievances involving the same facts and issue(s), unless the grievance is submitted to a Grievance Appeal Committee pursuant to Step 3 or submitted to arbitration pursuant to Step 4.

Step 3. If the grievance is not resolved by the Executive Director to the satisfaction of the employee at Step 2, it may be appealed by the Union, through a hard-copy or email written demand made within twenty (20) workdays of receipt of the Step 2 decision, to either a Grievance Appeal Committee under this Step (Step 3) or an arbitrator under Step 4. Parties are encouraged to utilize the process in Step 3 in order to provide for a more timely and efficient decision informed by fellow Legislative Council employees, but may file directly to arbitration (Step 4) if they do not wish to utilize the Grievance Appeal Committee (Step 3).

The members of the Grievance Appeal Committee will be selected within ten (10) work days of receipt of the appeal and will be comprised of three (3) representatives from management (appointed by the Union and to include the HR Director; not to include the Executive Director) and three (3) MSEA members in this unit (appointed by the Executive Director or member of management on behalf of the Executive Director and to include an MSEA steward). Time served on the Grievance Appeal Committee will be paid time and the committee members shall maintain the confidentiality of the grievant(s) and the proceedings.

A hearing will be scheduled within the following 45 workdays. The parties may mutually agree to extend. During the hearing of the appeal by the Grievance Appeal Committee, both the grievant(s) and the office director will be able to present their case. The Grievance Appeal Committee will make a ruling and notify the parties involved, in writing, within twenty (20) workdays of the hearing. The Grievance Appeal Committee's determination will be final unless the grievance is submitted to arbitration after receipt of the Step 3 decision, pursuant to Step 4. A

grievant's decision to utilize Step 3 does not preclude their ability to pursue arbitration under Step 4.

Step 4. If the grievance is not resolved to the satisfaction of the grievant(s) at either Step 2 or Step 3, it may be appealed by the Union, through a written demand via hardcopy or email made within twenty (20) work days of receipt of the Step 2 or Step 3 decision, to an arbitrator who has been agreed upon by the Union and the Legislative Council to hear disputes subject to arbitration under this Agreement. A copy of the request for arbitration will be sent simultaneously to the Executive Director.

#### **4. Arbitration Procedure**

##### **A. Arbitration Process**

Arbitration is the fourth and final step of the grievance procedure.

##### **B. Appointment of Arbitrator**

The Legislative Council and the Union shall agree upon an arbitrator within thirty (30) work days of the filing of the demand for arbitration in Step 4 above.

##### **C. Scope of Arbitration**

Decisions made by vote of the Legislative Council, or a committee of the Legislative Council, are not subject to the arbitration procedures of this Article so long as those decisions do not conflict with a specific provision of this Agreement. Examples of such operational decisions, if made by vote of the Legislative Council or a committee of the Legislative Council, are the establishment or elimination of positions and qualifications for legislative staff positions; the organization and composition of the legislative staff; the establishment of new, changed or improved methods of operation; the nature, method, quality and standards of any work to be

performed; and any actions that may be necessary to carry out the mission of the Legislative Branch in the event of an emergency.

### **General Provisions Applicable to Grievance and Arbitration Procedure**

A. Employees have the right to MSEA representation at any stage of the grievance process, and MSEA has the exclusive right to represent employees during the grievance process. If the employee chooses to be represented by an MSEA representative, the applicable representative of the Legislative Council will be so informed and all communications regarding the grievance will be addressed to the MSEA representative. MSEA has the sole authority to determine its representative on any grievance. When an employee elects to pursue a grievance without MSEA representation under this Article, MSEA may attend meetings and receive copies of any written determination. Only MSEA has the authority to bring a matter to arbitration.

B. In no event may a grievance be taken to the next step unless the employee and/or the Union representative meet the time limit specified in this Article. If an employee or the Union does not meet the prescribed time limit, the grievance will be construed to have been abandoned. If the grievance authority at any step does not meet the prescribed time limit, the step will be considered waived, and the employee or the Union representative may proceed to the next step, except that such waiver does not modify or expand the scope of the Grievance Procedure as defined in this Article or as otherwise limited in any other provision of this Agreement. Any of the time limits contained in this Article may be extended by specific mutual agreement of the parties in writing.

C. An aggrieved employee or MSEA representative will have the right to inspect and to obtain copies of any non-privileged records or documents reasonably necessary to process the grievance.

D. An aggrieved employee and any employee witnesses as may be reasonable will not suffer any loss of pay or be required to charge leave credits when present at an arbitration held during their regularly scheduled working hours. An aggrieved employee will not suffer any



loss of pay or be required to charge leave credits when present at a scheduled grievance meeting. However, when such activities extend beyond the regularly scheduled working hours, such time will not be considered time worked.

E. Arbitrations will be conducted subject to the rules of the American Arbitration Association, unless provided otherwise in this Agreement or unless modified or waived by mutual written agreement of the parties with regard to a particular matter.

F. An arbitrator acting under this Agreement has no authority to add to, modify, expand, limit or disregard any provision of this Agreement.

G. The arbitrator has the authority, as specifically given by this Agreement, to determine issues under the Agreement.

H. The decision of an arbitrator shall be final and binding, subject to the provisions of the Maine Uniform Arbitration Act.

I. Costs of arbitration, including fees and expenses of the arbitrator, will be borne equally by both parties, except that each party will bear the full expense of preparing and presenting its own case, including costs of counsel.

J. If either party desires a transcript, the non-requesting party may obtain a copy of the transcript by paying  $\frac{1}{2}$  the cost of the transcription services and copy charges. The arbitrator may have access to the transcript regardless of whether the non-requesting party elects to obtain a copy of the transcript by paying its share of the cost.

K. At least five (5) workdays in advance of an arbitration hearing date, the parties will exchange witness lists and lists of documents anticipated to be used. If either party determines that additional witnesses or documents will be relied on, the party will notify the other party no later than forty-eight (48) hours in advance of the hearing. In the event of

noncompliance with this paragraph, either party may request an appropriate remedy from the arbitrator for that noncompliance.

L. At least five (5) workdays in advance of the date set for the first arbitration hearing, the parties will make a good faith attempt to resolve the dispute.

### **Article 29. Health and Safety**

The Legislative Council will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees and will establish appropriate security procedures for its employees, in its endeavors to provide and maintain safe working conditions. MSEA agrees to support any programs required to meet health and safety needs of employees. All legislative employees must comply with all security procedures.

### **Article 30. Holidays**

Employees will have the following paid holidays:

New Year's Day – January 1<sup>st</sup>  
Martin Luther King's Birthday  
Presidents' Day  
Patriot's Day  
Memorial Day  
Independence Day – July 4<sup>th</sup>  
Labor Day  
Indigenous Peoples Day  
Veterans Day – November 11<sup>th</sup>  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day – December 25<sup>th</sup>

A holiday falling on Saturday will be observed on the preceding Friday and a holiday falling on Sunday will be observed on the following Monday.

To be eligible for pay for a holiday, an employee, including part-time and session employees, must be in active pay status (i.e., working or using paid leave) on the workdays that immediately precede and follow the holiday. Holiday pay for part-time employees is prorated based on their authorized work schedule.

For bona fide religious reasons, an employee may choose to observe another established religious holiday if it is not a Legislature-observed holiday. The employee must arrange for the time off in advance with his or her office director and must use accrued leave for that time off.

### **Article 31. Hours of Employment**

The Legislature's regular business hours are 8:00 A.M. to 5:00 P.M. Monday through Friday, year-round, exclusive of state-observed holidays. The legislative process by its nature often requires work outside of these regular business hours, and business hours may be adjusted to accommodate the work of the Legislature. The offices remain open, and legislative employees are expected to work, whenever the Senate or House of Representatives is in session or whenever the chair of the Legislative Council or the Executive Director determines that office hours will be extended to benefit the Legislature.

Each office director or the Legislative Information Office manager, as applicable, determines the specific work schedule of employees, and any variations by an employee from the standard workweek schedule are subject to prior approval of the employee's office director or manager. Employees are responsible for ensuring that their immediate supervisors are notified of any unscheduled absence as soon as possible.

## **Lunch Period**

Except when operational needs prevent it, legislative employees are provided a daily one-hour lunch break. If, because of operational needs, an employee is not provided a lunch break, the employee will be credited with time actually worked in lieu of a lunch break. Employees may not alter the lunch break in order to leave before the end of the workday, except in accordance with an approved alternative work schedule as provided in Article 18 of this Agreement.

## **Rest Period**

A covered employee who works more than 4 hours in a day will be provided two ten (10) minute rest periods per day on a schedule authorized by the employee's supervisor. When a regularly scheduled rest period would otherwise interrupt, disrupt, impede or stop any legislative operation, the employee's rest period must be rescheduled to another period during the day when the rest period will not adversely affect legislative operations. An employee may not use a rest period at the beginning or the end of a workday, thus shortening the workday for the employee.

## **Article 32. Insurance**

### **1. Health Insurance**

The Legislative Council will provide a health insurance plan for full-time legislative employees and part-time legislative employees whose regular work schedule is twenty (20) or more hours per week. The Legislative Council will pay a portion of the employee's individual health insurance premium as provided below and sixty percent (60 %) of the premium for health plan coverage for eligible dependents for employees electing dependent coverage. Payroll deductions of premiums for dependent coverage will be made for employees electing such coverage.

- A. The Legislative Council will pay a share of the individual premium based on the employee's annual rate of pay on July 1<sup>st</sup> of each state fiscal year as follows:

- 1) For an employee whose base annual rate of pay is projected to be less than or equal to \$30,000 on July 1<sup>st</sup> of the State fiscal year for which the premium contribution is being determined, the Legislative Council will pay 95% of the individual premium;
- 2) For an employee whose base annual rate of pay is projected to be greater than \$30,000 and less than \$80,000 on July 1<sup>st</sup> of the State fiscal year for which the premium contribution is being determined, the Legislative Council will pay 90% of the individual premium; and
- 3) For an employee whose base annual rate of pay is projected to be \$80,000 or greater on July 1<sup>st</sup> of the State fiscal year for which the premium contribution is being determined, the Legislative Council will pay 85% of the individual premium.

The Legislative Council may pay a greater proportion of the total cost of the individual premium for those employees who meet specific benchmarks for healthy behavior in accordance with the provisions of 5 MRSA §285, sub-§7-A.

The Legislative Council will provide a health insurance plan for session-only legislative employees whose regular work schedule during the legislative session is twenty (20) or more hours per week as provided below.

While a session-only employee remains employed by the legislature during the term of this Agreement, the Legislative Council will pay a share of the employee's premium equal to that provided for full-time and part-time employees under paragraph A above and sixty percent (60%) of the premium for health plan coverage for eligible dependents for employees electing dependent coverage while the employee is in active work status. For purposes of insurance premiums, active work status for session-only employees in the Office of the Revisor of Statutes is during the period from November 1 through the last day of the month during which the date of

statutory adjournment of a regular session falls. For all other session-only employees, active work status is during the period from January 1 through the last day of the month during which the date of statutory adjournment of a regular session falls. At all other times, while the employee remains employed by the legislature and not covered by another health insurance plan, the Legislative Council will pay forty percent (40%) of the premium for health plan coverage for the employee, inclusive of the healthy behavior credit as provided under 5 MRSA §285, sub-§7-A, and forty percent (40%) of the premium for health plan coverage for eligible dependents for employees electing dependent coverage.

The employee is responsible for that portion of the premium not paid for by the Legislative Council.

Premium payments for session-only employees will be payroll deducted when the employee is in pay status. Session-only employees will be billed directly by the insurance provider for their premiums during the interim.

Application for health plan coverage must be made within sixty (60) calendar days from the date of initial employment (the initial enrollment period) or during the next open enrollment period following the initial enrollment period.

The health plan provided by the Legislative Council will be administered in accordance with the requirements of the plan, and employees are subject to the plan requirements.

## **2. Dental Insurance**

The Legislative Council will provide a dental insurance plan for full-time employees and part-time employees whose regular work schedule is twenty (20) or more hours per week. The Legislative Council will pay one hundred percent (100%) of the premium for dental plan coverage for the employee. The cost of premiums for dependent coverage, if dependent coverage is elected, must be paid by the employee. Payroll deductions for premiums for eligible dependent coverage will be provided for employees electing such coverage.

The Legislative Council will provide a dental insurance plan for session-only legislative employees whose regular work schedule during the legislative session is twenty (20) or more hours per week as provided below.

For a session-only employee who is employed in a bargaining unit position and once eligible under the plan requirements, the Legislative Council will pay one hundred percent (100%) of the premium for dental plan coverage for the employee while the employee is in active work status. For purposes of insurance premiums, active work status for session-only employees in the Office of the Revisor of Statutes is during the period from November 1 through the last day of the month during which the date of statutory adjournment of a regular session falls. For all other session-only employees, active work status is during the period from January 1 through the last day of the month during which the date of statutory adjournment of a regular session falls. The cost of premiums for dependent coverage, if dependent coverage is elected, must be paid by the employee.

At all other times, while the employee remains employed by the legislature and not covered by another dental insurance plan, the employee remains eligible to participate in the dental insurance plan for dental coverage for the employee and eligible dependents but at the employee's expense.

Session-only employees will be billed directly by the insurance provider for their premiums during the legislative interim. Dental insurance premiums paid while in session will be via payroll deduction.

Application for dental plan coverage must be made within sixty (60) calendar days from the date of initial employment (the initial enrollment period) or during the next open enrollment period following the initial enrollment period.

The dental insurance program provided by the Legislative Council will be administered in accordance with the requirements of the plan, and employees are subject to the plan requirements.

### **3. Life Insurance**

The Legislative Council will provide a group life insurance plan for full-time employees, part-time employees whose regular work schedule is twenty (20) or more hours per week, and session-only legislative employees. The Legislative Council will pay one hundred percent (100%) of the premium for an employee's basic group life insurance. The cost of premiums for supplemental and dependent coverage is paid by the employee. Payroll deductions for premiums for supplemental and dependent coverage will be provided for full and part-time employees. Session employees will be billed directly by the insurance provider for supplemental and dependent coverage.

The life insurance plan provided by the Legislative Council will be administered in accordance with the requirements of the plan, and employees are subject to the plan requirements.

#### **Article 33. Insurance Premiums for Reemployed Retirees**

A retired state employee or any other individual who is receiving service retirement benefits through the Maine Public Employees Retirement System (MainePERS) and who becomes employed or reemployed by the Legislature following retirement may not receive State-paid payment or contribution of any portion of premiums or other costs for health insurance, dental insurance or life insurance, notwithstanding any other provisions of this Agreement, unless otherwise specifically required by law.

#### **Article 34. Legislative Leave**

The Legislative Council's adoption of legislative leave reflects its recognition that the legislative session often imposes extra work demands on legislative employees. Legislative leave is designed to supplement vacation leave and compensating time available to full-time and part-time legislative employees.



**1. Rate of Accrual**

Full-time legislative employees accrue legislative leave as follows:

<b>First or Second Regular Sessions Completed</b>	<b>Hours Accrued (per session)</b>
0- 6	24
7-12	40
13 or more	56

Part-time legislative employees who are scheduled to work at least twenty (20) hours a week on a year-round basis accrue legislative leave proportionally to the amount of time the employee is regularly scheduled to work. For example, a part-time employee who works 20 hours per week, fifty-two (52) weeks a year and has completed five (5) regular sessions will accrue twelve (12) hours of legislative leave.

Session employees and other legislative employees who work less than twelve (12) months per calendar year and employees who are on a leave of absence during the legislative session do not accrue legislative leave.

To be eligible for legislative leave accrual, an employee must have worked at least 50% of the legislative session and be employed by the Legislative Council at the time of adjournment sine die of the regular session. Partial accruals are not granted except as indicated above for part-time employees.

Beginning with the legislative leave accrual grant following adjournment sine die of the 2<sup>nd</sup> regular session of the 129<sup>th</sup> Legislature, previous sessions worked as a session-only employee will be considered sessions completed for purposes of calculating legislative leave accruals.

For purposes of legislative leave benefits, special sessions do not count toward the number of legislative sessions completed.

## **2. Use of Legislative Leave**

Legislative leave is credited to the employee upon adjournment *sine die* of the regular session. An employee may not use legislative leave until the day following adjournment of the legislative session in which it is earned. With the implementation of Workday, legislative leave will be available for use in the pay period following the period when it is granted.

Accrued legislative leave must be used in the legislative biennium in which it is earned. Unused legislative leave lapses upon convening of the next First Regular Session. Legislative employees must schedule all legislative leave in advance and in consultation with the employee's office director. Use of legislative leave is subject to operational needs of the office.

Legislative leave has no cash value; therefore, an employee may not be paid for unused legislative leave upon termination of legislative employment.

## **Article 35. Longevity Stipends**

A covered bargaining unit employee is eligible for a longevity stipend during the term of this Agreement based on the following criteria. In the event any provision of this Agreement is in conflict with applicable law or is contrary to the funding authorized by the Legislature, then the applicable law or funding limitations shall govern to the extent inconsistent with the terms of this Agreement.

### **A. Eligibility**

Eligibility for a longevity stipend is determined by the number of years of service in Maine State Government. Project or non-status acting capacity employment in another branch of state government is not considered service.

## B. Benefit

Longevity stipends will be paid as a biweekly stipend added to the employee's base pay as follows:

1. Effective October 6, 2019, employees with ten (10) years but less than fifteen (15) years of eligible service shall receive a longevity stipend of twenty cents (\$.20) per hour added to the employee's base pay effective on the Monday of or the Monday immediately following the date of eligibility.

2. Employees with fifteen (15) years but less than twenty (20) years of eligible service shall receive a longevity stipend of thirty cents (\$0.30) per hour added to the employee's base pay effective on the Monday of or the Monday immediately following the date of eligibility.

3. Employees with twenty (20) years but less than twenty-five (25) years of eligible service shall receive a longevity stipend of forty cents (\$0.40) per hour added to the employee's base pay effective on the Monday of or the Monday immediately following the date of eligibility.

4. Employees with twenty-five (25) or more years of eligible service shall receive a longevity stipend of fifty cents (\$.50) per hour added to the employee's base pay effective on the Monday of or the Monday immediately following the date of eligibility. Effective 10/1/2020, employees with twenty-five (25) or more years of eligible service shall receive a longevity stipend of sixty cents (\$.60) per hour added to the employee's base pay effective on the Monday of or the Monday immediately following the date of eligibility.

5. Employees who have retired from state service and who are reemployed by the Legislature are not eligible for a longevity stipend.

6. With the implementation of Workday, all longevity stipends will be added to the employee's base pay effective on the date of eligibility.

**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 military leave not to exceed seventeen (17) workdays in any calendar year, and will otherwise receive rights as applicable under the Uniformed Services Employment Rights and Reemployment Act and other applicable state or federal law.

**Article 37. MSEA Communications**

The Legislative Council will make available its electronic mail system for use by MSEA for the purpose of distributing electronic meeting notices and other non-partisan union-related materials ("union materials") relating to Legislative Council bargaining unit employees.

All union material intended for distribution must be authorized by a representative of MSEA who is an elected union official in MSEA or any paid MSEA staff member. The material may not be profane, obscene, politically partisan or defamatory to the Legislature, its representatives or any individual and may not constitute campaign material between competing employee organizations which would violate any obligation of neutrality by the Legislature. The material must relate to the legislative bargaining unit and must be of an incidental nature.

**Article 38. No Strikes No Lockouts**

The MSEA agrees that it will neither authorize nor approve any strike, work stoppage, or slowdown of work during the term of this Agreement. The Legislative Council agrees that it will not engage in any lockout of its employees during the term of this Agreement.

MSEA officers and stewards at all levels, individually and collectively, agree not to directly or indirectly authorize, prepare for, participate in, ratify or condone any strike, slowdown, work stoppage, illegal picketing or illegal boycott. MSEA officers and stewards who are members of the bargaining unit will remain at work during any unauthorized action.

“Work stoppage” includes 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.

MSEA will promptly take all action required by law, including notification to bargaining unit members engaged in illegal job actions that such action is neither authorized or condoned.

Both parties acknowledge that engaging in a strike, work slowdown or work stoppage is illegal under Maine law.

### **Article 39. Nondiscrimination**

The Legislative Council and MSEA agree to comply with state and federal law and established policy prohibiting all forms of illegal discrimination.

MSEA agrees to support affirmative action programs mandated by law and any affirmative action programs affecting legislative employment that comply with or are mandated by applicable state or federal laws.

MSEA and the Legislative Council agree that discrimination, intimidation or harassment of employees, including sexual harassment, is unacceptable and will not be condoned or tolerated by MSEA or the Legislative Council.

To the extent that protection against a form of discrimination covered by this Article is also provided by state and/or federal law, an employee alleging the violation of such a right will have the full opportunity to use the dispute resolution process provided in this Agreement, except

that for any final adjudication of such a discrimination claim the employee may seek redress either through the final stage of resolution under this Agreement or through pursuit of his or her statutory legal remedy in the appropriate administrative agency or court, but not both.

#### **Article 40. Outside Employment**

Legislative Council employees who are employed by the Legislature on a full-time basis may not otherwise be employed in any activity that creates a conflict of interest in appearance or substance or in any way conflicts with their ability to perform their duties for the Legislature. These activities include those for which the employee is paid and those for which the employee volunteers. An employee whose outside employment or activities may pose a conflict of interest must disclose the potential or actual conflict to his or her office director. The office director's decision on whether the outside employment or activities must be suspended or curtailed may, if unsatisfactory to the employee, be reviewed by the Executive Director, if request for review is made in writing to the Executive Director. The Executive Director's decision may, if unsatisfactory to the employee, be reviewed by the Personnel Committee of the Legislative Council, if request for review is made in writing to the Chair of the Personnel Committee. The decision of the Personnel Committee is final.

No employee may accept honoraria, fees or other compensation except from the Legislature for services related to legislative employment. An employee may be reimbursed for reasonable expenses incurred in making a presentation at a conference or meeting or similar forum that has been approved in advance by the employee's office director.

The needs of the Legislature take precedence over any outside activity, and employees who have other work or organizational commitments must either modify or suspend their involvement to fulfill the obligations of their legislative employment.

## **Article 41. Overtime**

### **1. Overtime Requirements**

Because of the unique schedule and nature of the work of the Legislature, overtime is a necessary aspect of legislative work, and employees are required to work overtime at times during the legislative session, including evenings, weekends and holidays. The salary, benefit plans and leave policies for legislative employees are designed, among other things, to fairly compensate employees for overtime required to perform their legislative work. It is understood that the Legislative Council has the right to schedule all overtime work and to schedule work in a manner that minimizes overtime.

### **2. Use of Overtime and Compensating Hours**

An employee may not work overtime unless the employee's office director or designee expressly authorizes it. Compensating time must be taken at a time mutually agreed on by the employee and the employee's office director. During the legislative session, the use of compensating hours is permitted, under the same conditions as vacation leave during the legislative session.

### **3. Accrual of Compensating Hours**

Full-time legislative employees are eligible to accrue compensating time for necessary overtime worked in accordance with the schedule listed below. Time during which an employee is excused from work with pay under Holidays, Article 30, or Bereavement, Article 19, of the Agreement is considered "time worked" for purposes of computing overtime.

A. Salary grades 1 – 6. Compensation at one and one half times the employee's regular rate of pay for hours actually worked beyond forty (40) in a work week, including time worked on Saturdays, Sundays and state-observed holidays. Employees in grades 1 – 6 may elect to receive either overtime pay or accrue

compensating time in accordance with procedures established by the Executive Director's office. Accrual of compensating time is limited to 120 hours in a calendar year. All overtime hours in excess of 120 hours must be taken as overtime pay. Compensating time that remains unused by December 31 of the year in which the compensating time was accrued may be carried over to the following year or paid as overtime pay upon mutual agreement between the employee and the employee's office director. If the employee and office director are unable to reach a mutual agreement, the final decision will rest with the Executive Director.

Session employees will continue to accrue comp time above the standard or prorated cap. Compensating time that remains unused will be paid out to the employee upon the start of session leave. Effective with the implementation of Workday, session-only employees may choose to be paid out their leave balances, or a portion, upon the start of session leave, or to carry them.

B. Salary grades 7 – 12. Employees earn compensating time at one times the employee's regular rate of pay for hours actually worked beyond forty (40) in a work week, including time worked on Saturdays, Sundays and state-observed holidays, up to a maximum of 120 hours. All overtime worked requires the prior approval of the employee's office director. Accrual of compensating time is limited to 120 hours at any one time.

C. Accrual rates for part-time employees. Eligible part-time employees, including part-time session-only employees, earn compensation or accrue compensating time (depending on the employee's election) on an hour-for-hour basis for necessary overtime hours actually worked beyond the number of hours they are regularly scheduled to work up to forty (40), including time worked on Saturdays, Sundays, and state-observed holidays. For hours actually worked beyond forty (40) in a work week, the employee earns compensation or accrues compensating time (depending on the employee's election) at the hourly rate that applies to that employee's salary grade.



D. Accrual limits for part-time employees. For part-time employees, in any salary grade, the comp time cap is proportional to the amount of time the employee is regularly scheduled to work. (Example: a part-time employee in salary grade 5 who works a 20 hour per week schedule may accrue compensating time after 20 hours in a week up to a maximum of 60 hours at any one time.)

#### 4. Record keeping and Increments

Employees must record overtime hours worked weekly on the employee's time sheets. Time is recorded in 15 minute increments.

#### 5. Payment on termination

On termination of legislative employment, covered employees will be paid for unused compensating time.

### **Article 42. Parental Leave**

Paid parental leave for childbearing and adoption shall be granted to an employee with pay for their regularly scheduled hours during a period of time not to exceed fourteen (14) calendar days, beginning on and directly following the birth or adoption of the child or children.

### **Article 43. Personnel Files**

The Office of the Executive Director is responsible for maintaining the official personnel files for employees and for responding to requests for personal information about employees. Personnel files include, but are not limited to, memoranda and documents related to employees' appointment, transfer, promotion, demotion, suspension, dismissal or other disciplinary action, commendations, records of training, salary rates, benefits history, payroll deductions and tax withholdings, leaves of absence, time records, employment history, performance evaluation, residence and mailing address, emergency contacts and changes in status.

Employees are responsible for providing to the Office of the Executive Director all appropriate personnel information that is not in the possession of the Legislative Council. Employees are responsible for promptly reporting all changes in name, address, marital or other family status to the Office of the Executive Director.

Pursuant to 26 MRSA §631, employees are permitted to review their own personnel files and may make copies of their own personnel file. The review must take place during regular business hours and will be conducted under the oversight of the Executive Director or the Executive Director's designee. An employee will be allowed to place in the file a response of reasonable length to any material contained in the file that the employee believes is adverse.

The parties recognize that for the protection of all parties, certain personnel records are confidential by law, including those described in 5 MRSA §7070 pertaining to public employees. In any request to review personnel files, the Executive Director or designee will take appropriate actions to ensure the confidentiality of such records.

#### **Article 44. Political or Partisan Activity**

To assure the maintenance of the highest ethical standards, both Legislative Council employees and Committee Clerks are subject to rules and requirements regarding political or partisan activity. In order to avoid partisanship and conflicts of interest, Legislative Council employees and Committee Clerks are subject to rules and requirements on partisan and political activity as follows, unless otherwise controlled or prescribed by law or by Joint Rules in effect during the term of this Agreement.

#### **Legislative Council Employees**

1. **Use of official authority.** An employee may not use that employee's official authority, influence or supervisory position for the purpose of:
  - a. Interfering with or affecting the result of a partisan election or a nomination for elective office; or

- b. Attempting to intimidate, threaten, coerce, command or influence a person to give or withhold a political contribution or to engage or not engage in any form of political activity as defined below.

“Use of official authority or influence” includes promising to confer or conferring a benefit such as compensation, a grant, contract, license or ruling; effecting or threatening to effect a reprisal or taking, directing others to take, recommending, processing or approving any personnel action.

**2. Political contributions.** An employee may not:

- a. Give or offer to give political contribution to an individual to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election;
- b. Solicit, accept or receive a political contribution to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election;
- c. Knowingly give or hand over a political contribution to a superior of the employee;
- d. Knowingly solicit, accept or receive or be in any manner concerned with soliciting, accepting or receiving a political contribution from another employee or a member of another employee’s immediate family who is subordinate of the employee; or
- e. Knowingly solicit, accept or receive a political contribution from or give a political contribution to any person who has interests that may be substantially affected by the performance or nonperformance of the employee’s official duties.

**4. Candidacy for elective office.** An employee may not be a candidate for elective office in a partisan public election.

**5. Right of voting.** An employee retains the right to vote in general and special elections as that employee chooses.

- 6. Certain other partisan activities prohibited.** In addition, a Legislative Council employee, as a condition of employment, is prohibited from participating in any activity, including advocacy on legislation that may come before the Legislature, that substantially compromises his or her ability to discharge his or her duties to the Legislature effectively and impartially.

Nonpartisan employees are expected to work with legislators regardless of their political affiliation or belief and any activity that might reasonably be construed by legislators to be partisan is unacceptable. Legislative Council employees have an obligation to consult with their office director to determine the applicability of this policy to a particular activity. Office directors, in consultation with the Executive Director, bear the final responsibility for deciding the appropriateness of any activity not expressly prohibited by this policy. This policy is not intended to prevent a Legislative Council employee from participating actively in his or her local community.

Legislative Council employees are prohibited from engaging in the following activities:

- a. Serving as an officer of a political party, as a member of a national, state or local committee of a political party, as an officer or member of a committee of a political club, or being a candidate for any of these positions;
- b. Organizing or reorganizing a political party or political club;
- c. Soliciting, collecting, disbursing, or accounting for assessments, contributions, or other funds for a political party or political club;
- d. Organizing, selling tickets to, promoting or actively participating in a fund-raising activity of a partisan candidate, a political party or a political club;
- e. Taking an active part in managing the campaign of a partisan candidate for public or political party office, or working for or donating personal time and service to a political cause;
- f. Soliciting votes in support of or in opposition to a partisan candidate for public office or political party office;

- g. Acting as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or partisan candidate;
- h. Driving voters to the polls on behalf of a political party or partisan candidate;
- i. Endorsing or opposing a partisan candidate for public office or political party office in a political advertisement, a broadcast, campaign literature, or similar material;
- j. Serving as a delegate, alternate, or proxy to a political party convention;
- k. Addressing a convention or rally of a political party in support of, or in opposition to, a partisan candidate for public office or political party office;
- l. Initiating or circulating a partisan nominating petition;
- m. Making a financial contribution to a candidate, political party or organization formed for the purpose of supporting any candidate for the Maine Legislature or other State office;
- n. Displaying political posters, stickers, badges or buttons; or
- o. Lobbying the Legislature or Legislators or related activities, whether or not for compensation.

**7. Testifying before legislative committees.** The role and responsibilities of nonpartisan Legislative Council employees generally preclude formal testimony by a non-partisan legislative employee at a public hearing of any legislative committee or subcommittee, including joint standing and select committees, study committees, task forces or commissions. When an occasion arises where a Legislative Council employee is asked to testify, the employee must inform the employee's office director of the request. The employee shall work with the office director to determine the appropriateness of the request and, if authorized by the director to testify, shall ensure that the testimony is appropriate and solely of an explanatory nature. The office director shall promptly notify the Executive Director of any request or approval for a legislative employee to testify.

## Legislative Committee Clerks

1. **Use of official authority.** An employee may not use that employee's official authority, influence or supervisory position for the purpose of:
  - a. Interfering with or affecting the result of a partisan election or a nomination for elective office; or
  - b. Attempting to intimidate, threaten, coerce, command or influence a person to give or withhold a political contribution or to engage or not engage in any form of political activity as defined below.

“Use of official authority or influence” includes promising to confer or conferring a benefit such as compensation, a grant, contract, license or ruling; effecting or threatening to effect a reprisal or taking, directing others to take, recommending, processing or approving any personnel action.

2. **Political contributions.** An employee may not:
  - a. Give or offer to give political contribution to an individual to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election; or
  - b. Solicit, accept or receive a political contribution to vote or refrain from voting or to vote for or against any candidate or measure in any partisan election.
3. **Candidacy for elective office.** An employee may not be a candidate for an elective state office in a partisan public election.
4. **Right of voting.** An employee retains the right to vote as that employee chooses.
5. **Certain other activities prohibited.** The operations of all legislative offices are supported by taxpayers' dollars to carry out the work of the Legislature. Committee clerks may participate in partisan election and reelection campaigns only when the clerk is on session leave. It is the policy of the Legislature to

segregate these political activities from the work of the Legislature to avoid actions that may affect the clerk's ability to serve all members of the committee regardless of party affiliation.

6. **Participation by legislative employees in campaigns and campaign-related activities.** A committee clerk who participates in campaigns may only do so when the clerk is on session leave. Participation in campaigns includes but is not limited to fund-raising for campaigns for elective office and directly related activities.

In addition, a committee clerk, unless the clerk is on session leave, is prohibited from participating in any activity, including advocacy on legislation that may come before the Legislature, that substantially compromises his or her ability to discharge his or her duties to the Legislature effectively and impartially.

Committee clerks should refer to Section III.B. of the Legislative Committee Clerks' Handbook for a list of activities clerks are prohibited from engaging in during the Legislative Session.

7. **Use of legislative equipment and resources restricted.** The computer system, including the Internet and network systems, telephones, fax machines and photocopying equipment in the legislative offices are for use by legislative employees for the purpose of performing work related to their legislative employment. This equipment is purchased with public funds and its use is limited to the business of the Legislature. Pursuant to 3 MRSA §170-A, legislative employees are prohibited from using the computer system, telephones, copying machines and other legislative equipment at any time for work related to campaigns.

8. **Display of campaign materials in the State House.** Campaign materials for current candidates for public office may not be placed or displayed at any location in the State House, including in offices, hallways, elevators, information kiosks

and legislative committee rooms, on the second floor of the Cross Building or on State House grounds.

9. **Testifying before legislative committees.** The role and responsibilities of committee clerks generally preclude the presentation of testimony at a public hearing of a legislative committee or subcommittee, including joint standing and select committees, study committees, task forces, councils or commissions. Committee clerks may testify only upon the express, written approval of and under conditions established jointly by the presiding officers.

#### **Article 45. Probationary Period**

##### 1. New Hires

The probationary period for newly hired employees in the bargaining unit shall be six (6) months for full-time employees and one thousand forty (1,040) hours exclusive of overtime hours worked for part-time and session employees. The probationary period may be extended by the Executive Director for up to an additional three (3) months for full-time employees and five hundred twenty (520) hours for part-time and session employees. If the probationary period is to be extended, the employee will be so notified in writing at least five (5) workdays prior to the end of the probationary period. Upon an employee's satisfactory completion of probation, the Executive Director or the Executive Director's designee will so notify the employee in writing within five (5) workdays of the end of the probationary period.

Unless prohibited by law, if the employee is granted a leave of absence without pay during the employee's probationary or extended probationary period, the probationary period shall be extended proportionately. A newly hired employee will not be eligible to apply for promotion or voluntary transfer during the new hire probationary period, including an extended probationary period if applicable. During the probationary or extended probationary period, the employee's employment may be terminated at any time without just cause. Any such termination is final and is not subject to the Grievance and Arbitration Procedure, Article 28.



## 2. Benefits

Vacation, legislative and sick leave are accrued during the period of probation.

## 3. Promotional Probation

An employee who has satisfactorily completed his or her new hire probationary period and who subsequently is transferred or promoted to another covered position shall serve a six (6) month probationary period which may be extended for a period up to an additional three (3) months. During that probationary or extended probationary period, the employee may be removed from the position for inadequate performance of the duties or requirements of the position. Upon removal, if the employee desires and if the employee's former position has not been filled or abolished or if the Executive Director has kept the position vacant and intends to fill the position, the employee may return to that position.

If an employee who is seeking a transfer or promotion to another covered position wishes to use scheduled leave previously approved by the employee's current office director upon transfer or promotion, the employee must make the request at the time the transfer or promotion is sought. The request will be honored and the employee so notified at the time of transfer or promotion if the request is timely made, if the director in whose office the person is to be transferred or promoted determines that operational needs will allow such leave or portion thereof, and if that leave commences within 6 months of the date of transfer or promotion or by the end of the calendar year, whichever is longer.

## 4. Committee Clerks

This Article applies to Committee Clerks only to the extent expressly provided for in Article 21, Committee Clerks.

## **Article 46.   Reclassifications**

### **A. Legislative Council Employees**

The reclassification of a position held by a covered Legislative Council employee may be warranted from time to time as a result of restructuring of an office, consolidation of positions, the implementation of new technologies or functions or other changes that cause a fundamental change in the roles and responsibilities assigned to the position. The Executive Director, an office director or an affected Legislative Council employee may initiate a request to reclassify a position to a different classification or pay grade. The Legislative Council shall consider the request in the context of comparable positions and their responsibilities, overall consistency and equity with the classification and salary plan, and budgetary constraints.

If an employee believes that due to a fundamental change in the employee's responsibilities or assignments, a change in the employee's classification or pay grade is appropriate, the employee should first discuss it with the office director. If, after discussion with the office director, the employee wants to pursue a reclassification of his or her position, the employee shall make the request in writing, describing the change requested and the justification for the request. The office director shall forward the request and a recommendation to the Executive Director in accordance with procedures established by the Executive Director.

Upon receipt of a request and recommendation from an office director to review the classification or pay grade of an employee or a group of employees, the Executive Director will evaluate the request and recommendation. The Executive Director or designee will meet with the employee and his or her union representative, if requested, and consider information presented to justify or support the reclassification. After considering all the information, the Executive Director will determine what action should be taken. The Executive Director may deny the request. If the Executive Director determines that the employee or employees are performing work out of their classification or that a change in pay grade is warranted, the Executive Director will either (1) modify the employee's duties and responsibilities that are out of the employee's assigned classification so the employee resumes working within the

employee's assigned classification; or (2) seek Personnel Committee approval to reclassify the employee to a different classification or pay grade.

If the employee is dissatisfied with the Executive Director's determination, the employee may appeal the determination to a Reclassification Appeal Committee comprising an equal number of representatives from both management (appointed by the Executive Director) and the Bargaining Unit (MSEA members in this unit appointed by the MSEA representative). During the hearing of the appeal by the Reclassification Appeal Committee, both the employee and the Office Director will be able to present their case, however they will be absent for the deliberations. The Reclassification Appeal Committee will try to reach a consensus to determine whether or not the employee is working out of his/her classification and decide which, if any, assigned job tasks are outside of the employee's current job classification. When a consensus has been reached by the Reclassification Appeal Committee, the Executive Director will either (1) modify the employee's duties and responsibilities that are out of the employee's assigned classification so the employee resumes working within the employee's assigned classification; or (2) seek Personnel Committee approval to reclassify the employee to a different classification or pay grade.

If the Reclassification Appeal Committee cannot reach a consensus, or if the employee is dissatisfied with the Reclassification Appeal Committee's determination, the employee may appeal the determination to the Legislative Council. The appeal must be made in writing and must state with specificity the basis for disagreement with the Executive Director's determination. The appeal must be received by the Executive Director no later than ten (10) work days after the employee has received the Reclassification Appeal Committee's report. The Legislative Council or, if designated, the Personnel Committee will issue a determination on the appeal within a reasonable time, generally no later than twenty (20) workdays from the date that the appeal has been received by the Executive Director. The Legislative Council's determination will be final.

Any adjustment in pay for time when the employee was determined to be working out of classification, including for work outside the employee's classification that was subsequently

withdrawn by the Executive Director, or any adjustment in pay grade that has been determined to be warranted, will be paid retroactively at the rate for the appropriate classification or pay grade from the date of request for reclassification.

## B. Committee Clerks

The Executive Director or an affected covered legislative committee clerk may request a reclassification of a committee clerk's position to a different classification or pay grade. Such a request must be considered in the context of comparable positions and their responsibilities, overall consistency and equity with the classification and salary plan, and budgetary constraints.

If a committee clerk believes that due to a fundamental change in the roles and responsibilities assigned to the committee clerk position, a change in the employee's classification or pay grade is appropriate, the committee clerk shall make the request in writing to the Executive Director, describing the change requested and the justification for the request. Upon receipt of a request to review the classification or pay grade of a committee clerk, the Executive Director will evaluate the request and recommendation. The Executive Director or the Executive Director's designee will meet with the employee and his or her union representative, if requested, and consider information presented to justify or support the reclassification.

If the request is for reclassification to a classification that does not exist in the Legislature's established position classification system, the Executive Director may consult with the presiding officers and will make a recommendation to the Legislative Council as to whether the request should be granted or denied. The Legislative Council will then evaluate the request and the recommendation and will make a determination, which will be final.

If the request is either for reclassification to an existing classification or for assignment to a pay grade other than that established for the committee clerk position classification, the Executive Director will determine what action should be taken, after having considered the information. The Executive Director may deny the request. If the Executive Director determines that the employee is performing work out of his or her classification or a change in pay grade is

warranted, he will either (1) modify the employee's duties and responsibilities that are out of the employee's assigned classification so the employee resumes working within the employee's assigned classification; or (2) reclassify the employee to a different classification or pay grade. If the employee is dissatisfied with the Executive Director's determination, the employee may appeal the determination to the Legislative Council. The appeal must be made in writing and must state with specificity the basis for disagreement with the Executive Director's determination. The Executive Director must receive the appeal no later than ten (10) workdays after the employee has received the Executive Director's determination. The Legislative Council or, if designated, the Personnel Committee will issue a determination on the appeal within a reasonable time, generally no later than twenty (20) workdays from the date that the appeal has been received by the Executive Director. The Legislative Council's determination will be final.

Any adjustment in pay for time when the employee was determined to be working out of classification, including for work outside the employee's classification that was subsequently withdrawn by the Executive Director, or any adjustment in pay grade that has been determined to be warranted, will be paid retroactively at the rate for the appropriate classification or pay grade from the date of request for reclassification.

#### **Article 47. Resignation from Employment**

The parties recognize that the quality of the legislative process and of the legislative staff support to those processes is highly dependent on the continuity of staff assignments during the course of the legislative session. Any employee who wishes to resign must submit a written notice of resignation to the employee's office director at least fourteen (14) calendar days prior to the effective date of the resignation. However, if the resignation occurs within 60 days of the start of a regular session of the Legislature, or while the Legislature is in session, the employee must provide at least thirty (30) calendar days' notice of resignation. Notices any shorter than the required period will result in the employee resigning "not in good standing." This will be noted in the employee's personnel file and will be cause for denying the employee future employment with the Legislature. The resignation notice period may be waived by mutual

agreement between the employee and the Executive Director. Any such waiver must be in writing.

Any legislative employee who chooses to pursue alternative employment while employed by the Legislature must immediately notify his or her office director or the Executive Director if any such prospective employment appears to present an actual or potential conflict of interest. A committee clerk must notify the Legislative Information Office manager.

**Article 48. Retirement Stipend**

The Legislative Council recognizes the high level of knowledge and expertise that legislative employees achieve during their employment tenure, and also recognizes the importance of retaining and transferring that institutional knowledge in the case of the retirement of an employee. A legislative employee with at least 5 years of employment with the Legislature is eligible to receive a retirement stipend of \$500 provided that the employee submits a written notice of retirement to the employee's office director at least ninety (90) calendar days in advance of the pending retirement date. The retirement stipend, subject to applicable tax withholdings, will be paid in a single payment at the time of final payment of wages.

**Article 49. Seniority**

1. Definition

Seniority is defined as the length of continuous legislative service from the last date of hire by the Legislature. Upon completion of the initial probationary period, seniority will be granted retroactively to the date of hire.

2. Accrual of Seniority

An employee shall continue to accrue seniority while on:

- (a) layoff and subject to the recall provisions of this Article;
- (b) military leave as provided by law;
- (c) medical leave, including leaves due to illness or injury for which the employee receives temporary disability income benefits, Workers' Compensation or MSRS disability for a period of one (1) year; or
- (d) other paid leave of absence for a period of one (1) year.

Seniority shall be lost if an employee:

- (a) voluntarily resigns his or her position with the Legislature;
- (b) is discharged for just cause; or
- (c) is not recalled to work within two (2) years from the date of layoff.

### 3. Seniority List

A list of employees by seniority and including job classifications, will be made available by the Executive Director's Office and provided to MSEA within 30 days prior to any anticipated layoffs. The Union will notify the Executive Director within ten (10) workdays of receipt of any disagreement to the seniority list.

### 4. Seniority Tracks

Seniority will be tracked separately for full-time, session and part-time employees. Recall lists will maintain the separate tracks. When a session or part-time employee becomes a full-time employee, seniority will be calculated by days in pay status.

### 5. Promotions

Length of service and qualifications of applicants will be considered for internal promotions into bargaining unit positions. When internal applicants are equally qualified, seniority will be the deciding factor.

## 6. Layoff Procedures

### A. Notice.

When it is determined that a reduction in the work force is necessary, each affected employee will receive at least ten (10) workdays written notice, unless extenuating circumstances make this notice unfeasible, in which case each affected employee will be given as much advance notice as is possible under the circumstances. MSEA will be notified simultaneously of all layoffs.

### B. Layoffs.

Layoffs will occur within the position classification and within the office(s) from which the position or positions will be eliminated. Within the affected classification and within the office in which the position or positions will be eliminated, layoff will occur by reverse seniority with the least senior person laid off first, provided that the more senior person is qualified to perform the remaining work.

Layoff rights under this Article do not apply to session-only employees who cease employment on completion of session work prior to legislative adjournment or upon legislative adjournment sine die, except if the position occupied by the current incumbent is eliminated.

A bargaining unit employee may not be displaced by a non-bargaining unit employee as a result of the elimination of that non-bargaining unit employee's position.

### C. Vacancies.

If at the time of layoff there are one or more vacant positions in the bargaining unit that the Legislative Council determines will be filled, the vacancy will be offered to the most senior qualified employee on the applicable recall list. "Qualified" means that the



employee meets the current requirements for the position and has performed satisfactorily the work of the vacant position classification or a higher-level position in the same job series. Should an individual reject the offer, that individual will be deemed to have waived any and all recall rights.

**D. Recalls.**

A recall list will be established for each job classification from which employees have been laid off, and laid-off employees will be placed on the recall list by classification. When a vacancy occurs in a position classification for which there is a recall list, recall will be offered to individuals on the list in order of seniority, provided the individual subject to recall is qualified for the position that is vacant. "Qualified" means that the employee meets the current requirements for the position and has performed satisfactorily the work of the vacant position classification or a higher-level position in the same job series. A recall notice will be provided by express or certified mail to the most recent address on file for the employee. Should an individual so notified fail to respond within a period of seven (7) calendar days or respond during that period by rejecting the offer of recall, that individual will be deemed to have waived any and all recall rights and will be removed from the recall list and considered to have waived or extinguished any further recall rights. The next most senior qualified individual on the recall list for the classification will be notified until the vacancy is filled or until the recall list of qualified individuals on the recall list for the classification is exhausted. An individual who has not waived or extinguished recall rights will remain on a recall list for a period of two years after the final date of employment.

**Article 50. Sick Leave**

**1. Sick Leave Accrual**

Full-time employees accrue eight (8) hours of sick leave for each month of legislative service, up to a maximum of 960 hours. Part-time employees accrue sick leave at the same rate

as full-time employees, but in proportion to their authorized part-time schedule. Session employees accrue sick leave at the rate of eight (8) hours for each month they are in pay status with the Legislature.

Unused sick leave in excess of 960 hours is recorded as lapsed sick leave credits and may be used by an employee in the case of an extended illness, upon the recommendation of the Executive Director and the approval of the Legislative Council.

Sick leave is credited to the employee on the last business day of each month as long as the employee is in active status. Partial accruals are not granted.

Effective with the implementation of Workday, employees will accrue 3.7 hours of sick leave per biweekly pay period. Sick leave will be credited at the end of each biweekly pay period. An employee will accrue the full 3.7 hours as long as the employee was in pay status for at least 40 hours in that biweekly pay period. Partial accruals are not granted. Part-time employees accrue sick leave at the same rate as full-time employees, but in proportion to the amount of time they are regularly scheduled to work, and full-time session employees accrue sick leave at the rate of 3.7 hours for each biweekly pay period they are in pay status with the Legislature.

## **2. Use of Sick Leave**

An employee may use accrued sick leave for illness, necessary medical or dental care, or disability of the employee or a member of the employee's immediate family who requires the attention or presence of the employee. For the purposes of this section, "immediate family" means the spouse, significant other person, parents, spouse's parents, parents of the significant other, stepparents, guardian, children, stepchildren, siblings, stepbrothers, stepsisters, wards, grandparents and grandchildren of the employee. "Significant other person" is an individual with whom the employee has a relationship, when neither is married, and that relationship 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. The

relationship must have existed for at least two (2) continuous years before sick leave benefits will be provided.

An employee may be required by the Executive Director or their office director to provide a physician's statement attesting to an illness that necessitates absence from work when an employee uses sick leave for three (3) or more consecutive workdays or is absent from work repeatedly.

An employee may use accrued sick leave to extend a period of absence following the delivery of the employee's child if the employee's physician provides a written statement of disability, or without a physician's statement for a maximum period of 6 calendar weeks with the prior approval of the employee's office director. Use of sick leave in this manner counts toward the twelve (12) weeks of leave for which an employee may be eligible under the Family Medical Leave Act.

Sick leave is not transferable to another employee. Sick leave has no cash value; an employee may not be paid for unused sick leave upon termination of legislative employment. However, unused sick leave may be used in calculating creditable service for retirement purposes, in accordance with rules of the Maine State Retirement System.

#### **Article 51. State Offered Programs and Benefits**

The State of Maine has made available to its employees certain programs and benefits that are neither administered nor funded by the Legislative Council. Each of the following programs and benefits ("state-offered programs") are currently offered to employees through the employing agency or Branch: employee assistance program; deferred compensation program; medical and dependent care reimbursement accounts; and vision care insurance. The Legislative Council is not responsible for the suspension, reduction, modification, or cessation of any state-offered program; for fees, penalties or other charges; or for the eligibility, or lack of eligibility, for participation by covered legislative employees in any state-offered program. The Legislative Council agrees to continue to make available to employees covered by this Agreement for the

term of this Agreement the state-offered programs only if and to the extent that they are offered or continued to be offered and made accessible to covered employees by the State of Maine.

The Legislative Council is not responsible for deducting or forwarding any payroll deductions or other payments in connection with state offered programs and benefits for any employee who is not in active status.

**Article 52. Step Increases**

The classification and pay plan adopted by the Legislative Council defines 15 salary grades, with each legislative position being assigned a specific salary grade. Each grade has 12 steps. Employees assigned to steps 1-8 are eligible to be considered for a step increase annually, on their work anniversary date. The last 4 steps in each grade, steps 9 through 12, are steps related to length of service and are not considered eligible steps for hiring purposes. Employees must have reached the following years of service in Maine State Government as defined in Article 35§A , respectively, to be eligible to be advanced to each of the last 4 steps.

Step 9	10 years
Step 10	12 years
Step 11	14 years
Step 12	16 years

Employees are eligible to be advanced up to one step per year to each of the last 4 steps upon the next work anniversary date as long as they have met the appropriate longevity requirements. For example, if an employee is at step 9 and has 14 years of service on their work anniversary date, they are eligible to move to step 10 pending documentation of satisfactory job performance. In the event any provision of this Agreement is in conflict with applicable law or is contrary to the funding authorized by the Legislature, then the applicable law or funding limitations shall govern to the extent inconsistent with the terms of this Agreement.

## **1. Eligibility**

A covered bargaining unit employee is eligible to be considered for a step increase annually during the term of this Agreement, on the employee's work anniversary date. Salary advancements within any of the salary grades established by the Legislative Council are not automatic. Salary advancements for employees in salary grades 1-13 are dependent upon the recommendation of the office director and approval of the Executive Director. Office directors shall make a recommendation for a step increase based upon established standards of performance and the employee's performance in the position, and submit it to the Executive Director in writing, along with the completed performance evaluation for the employee. In cases of marginal or unsatisfactory performance by an employee, an office director may recommend that the employee not receive a step increase or that a step increase be postponed for 3 to 6 months, pending a reevaluation of employee performance.

Upon timely receipt of the required approvals and documentation in the Executive Director's office, a step increase becomes effective on the first day of the pay week following the week on which the anniversary date falls. Effective with the implementation of Workday, a step increase will become effective on the anniversary date.

## **2. Establishing Work Anniversary Dates**

Except as provided below, the initial date of hire into a position is considered the employee's work anniversary date for the purpose of annual performance reviews and step increases. When an employee is promoted into a new position or takes an unpaid leave of absence for a period of more than six (6) months within any twelve (12) month period, the Executive Director shall establish a new anniversary date for the employee that coincides with the effective date of the promotion or is proportionately adjusted for the term of the leave of absence, unless prohibited by law.

For part-time or session-only employees, the employee's work anniversary date for the purpose of annual performance reviews and step increases will be established once the following

two conditions are met: the employee has been in the current position for exactly one year and the employee has successfully completed the probationary period for that position. The employee's work anniversary date will be either the date of hire or the date the employee successfully completes the probationary period, whichever is later. A session-only employee who resigns while on session leave, does not miss any work time, and is rehired into the same position prior to the start of the next regular session will retain their previous anniversary date.

### **Article 53. Temporary Disability Income Benefits**

Temporary disability income benefits provide continued income benefits for a limited period to legislative employees under certain conditions. The Legislative Council's temporary disability income benefits plan is entirely supported from funds appropriated to the Legislature; there are no employee contributions or fees. Temporary disability income is a discretionary benefit, subject to review and final approval by the Legislative Council's Personnel Committee.

#### **1. Eligibility and Benefit Payment**

A legislative employee is eligible for this benefit after six (6) months of full-time equivalent employment. An eligible employee may receive up to 2/3 of his or her weekly salary, paid biweekly, for a limited period not to exceed the benefit payment period on account of either:

- a. the employee's total disability due to illness or injury such that the employee is unable to perform the functions of the employee's position;
- b. the employee is responsible to care for a seriously ill child, parent, spouse or significant other; or
- c. the employee's pregnancy and childbirth.

An employee who has accrued other paid leave may not augment the temporary disability income benefit payment with that leave.

## 2. Benefit Payment Period Due to the Employee's Illness or Injury

Benefit payments on account of temporary total disability due to illness or injury and while the employee remains under the care of a licensed physician commence no earlier than on the day immediately following exhaustion of all of the affected employee's accrued sick leave and other paid leave, or thirty (30) days of continuous disability, whichever is greater, for a period not to exceed 26 weeks from the date the benefit payments commenced.

Payments to the employee may continue until the earliest of the following dates:

- a. the first day the employee is able to return to gainful employment or is no longer under the care of a licensed physician;
- b. the first day following 26 weeks from the date the disability benefit payment period commenced;
- c. for session employees, adjournment *sine die* of the Regular Session of the Legislature during which the employee became disabled;
- d. the first day the employee is eligible for a permanent disability allowance under 5 MRSA §17901 et seq; or
- e. such other time period less than 26 weeks which the Legislative Council's Personnel Committee deems appropriate.

Benefit payments may be extended by the Personnel Committee for up to an additional 16 weeks if the employee provides evidence that he/she has filed an application for disability retirement benefits with the Maine Public Employees Retirement System.

**3. Benefit Payment Period Due to the Serious Illness of an Employee's Child, Parent, Spouse or Significant Other**

Benefit payments to an employee who is caring for a seriously ill child, parent, spouse or significant other will commence no earlier than on the day immediately following exhaustion of all of the affected employee's accrued sick leave, vacation leave, legislative leave and compensatory time, or thirty (30) days of continuous absence from work, whichever is greater, for a period not to exceed 16 weeks from the date the benefit payments commenced.

Payments to the employee may continue until the earliest of the following dates:

- a. the first day the employee's family member or significant other is no longer under the care of a licensed physician;
- b. the first day the employee's service as a caregiver is no longer needed;
- c. the first day following 16 weeks from the date the disability benefit payment period commenced;
- d. for session employees, adjournment sine die of the Regular Session of the Legislature during which the employee's caregiving became necessary; or
- e. such other time period less than 16 weeks which the Legislative Council's Personnel Committee deems appropriate.

**4. Benefit Payment Due to the Employee's Pregnancy and Childbirth**

Except as specified below, temporary income benefit payments on account of pregnancy and childbirth commence on the date following the exhaustion of the paid parental leave by a legislative employee for a period of six (6) weeks. An employee who seeks benefits due to pregnancy and childbirth is not required to exhaust all accrued sick leave or other paid leave before benefit payments may commence. Session employees are eligible for benefit payments



for any portion of the eight (8) week period following delivery that falls within a period that the Legislature is convened in regular session. Benefit payments may commence prior to childbirth for pregnancy-related complications or extend beyond eight (8) weeks after childbirth for birth-related complications only with a medical statement of disability or necessity from the employee's physician, but in any case may not continue for more than a total of twenty-six (26) weeks.

An employee has the option of not using the benefit available under this policy if the employee has other available temporary disability income benefits, sufficient accrued leave to cover the period of absence at full pay or of using a combination of accrued paid leave or unpaid leave to extend the total period of absence following childbirth. Paid leave following pregnancy and childbirth leave is subject to the operational needs of the office and may only be taken with the prior approval of the employer. However, the employee may be entitled to take unpaid leave for the balance of the employee's leave up to a total of twelve (12) weeks as provided under the Family Medical Leave Act.

## **5. Conditions, Limitations and Exceptions**

- a. Disability payments are not authorized for any period during which the employee is receiving payments under workers' compensation laws due to the illness or injury or through the use of accrued paid leave.
- b. The employee continues to receive benefits, including membership in state insurance plans and earned employee benefits that the employee was eligible for immediately prior to the start of disability benefit payments. An employee who qualifies on account of illness and injury and must undergo a period of unpaid leave before benefit payments commence continues to receive employee benefits during that period of unpaid leave.
- c. The employee may not receive disability payments under this plan for more than a total of 42 weeks in any twelve (12) month period.

- d. Periods of benefit payments under this plan must be counted toward an eligible employee's entitlement of twelve (12) weeks per year of family medical leave.

## **6. Application**

A covered bargaining unit employee who qualifies for temporary disability income benefits under this plan and is interested in receiving such benefits must submit a written request to the Executive Director, together with a statement disclosing any other payments the employee is entitled to receive on account of the employee's temporary disability or family member or significant other's medical situation. The employee must also submit a statement from the treating physician, which attests to the employee's qualifying condition or family member or significant other's condition and need for the employee's care, whichever is applicable. The employee may also be required to submit additional information related to the temporary disability so that the Executive Director or the Legislative Council's Personnel Committee may make a determination whether or not to grant the requested benefit. The Executive Director will forward the request and a recommendation as to whether or not benefits should be approved to the Legislative Council's Personnel Committee for its consideration and final decision. The Personnel Committee will report its decision to the Legislative Council following the Personnel Committee's decision on the employee's request but shall not publicly disclose the medical or other reasons for the request. The decision of the Personnel Committee is final and not subject to the grievance procedure of this Agreement. During any period when an employee is receiving temporary disability income benefits, the Executive Director may require periodic statements from the treating physician attesting to the continued disability of the employee or family member's need for care.

## **Article 54. Unpaid Leave of Absence**

A full-time employee, after twelve (12) months of full-time legislative employment, may request a leave of absence from work without pay for a period not to exceed a total of twelve

(12) months. Such a request must be upon the recommendation of the employee's office director to the Executive Director and is subject to approval by the Legislative Council. The Executive Director may decide requests for unpaid leaves of absence that do not exceed thirty-one (31) calendar days. After approval of the unpaid leave by the Legislative Council, an employee may return to the position held at the time the leave of absence commenced or to a comparable position without loss of seniority.

All requests for such leaves of absence and decisions must be in writing. A request for leave must specifically state the justification for the request and the length of time requested. A request may not be for leave in less than eight (8) hour increments. An unpaid leave of absence may be granted only when the employee requesting the leave has exhausted all paid leave, including vacation and legislative leave and compensating time, but excluding sick leave, or will have exhausted such leave prior to commencement of unpaid leave. When reviewing requests for a leave of absence, the Legislative Council must consider the operational needs of the Legislature and the basis for the request for leave, and reserves the right to deny any request for a leave of absence. The decision of the Legislative Council, or of the Executive Director for leave decisions that have been delegated, is final.

The Legislative Council or its designee may cancel leave under this section at any time upon written notice given to the employee at least ten (10) workdays in advance of the date that leave will be terminated. The notice will specify the reason for such cancellation, such as (by way of example) the convening of a special session of the Legislature. Failure to return from a leave of absence may be deemed a resignation from service.

During the period of an approved leave of absence, the employee may retain health, life and dental insurance but only at the employee's expense. An employee on unpaid leave may not accrue vacation, sick or legislative leave or other benefits, unless otherwise required by law.

The Legislative Council will grant reasonable and necessary leave from work without pay for an employee who is a victim of violence as provided under 26 M.R.S.A. §850, subject to the conditions and exceptions set forth in Section 850.

**Article 55. Vacation Leave**

**1. Accrual.**

Full-time employees accrue paid vacation leave at the following rate:

<b>Years of State Service</b>	<b>Rate of Accrual (per calendar month)</b>
0 to 10	10 hours
>10 to 15	12 hours
>15 to 20	14 hours
>20	16 hours

State service means employment in any of the three branches of State government, whether continuous or non-continuous, and service as a Legislator, but does not include any non-status employment such as temporary, project, internship employment or similar employment.

Part-time and session employees accrue leave at the same rate as full-time employees, but in proportion to the amount of time they are regularly scheduled to work. For example, an employee who works 25 hours a week on a year round basis accrues vacation leave at the rate of five (5) hours per month in the first year of employment.

Vacation leave is credited to the employee on the last business day of each month as long as the employee is in active status. Partial accruals are not granted.

With the implementation of Workday, employees will accrue paid vacation on a biweekly basis at the following rate:

<b>Years of State Service</b>	<b>Rate of Accrual (per biweekly period)</b>
>0 to 10	4.7 hours
>10 to 15	5.6 hours
>15 to 20	6.5 hours
>20	7.4 hours

Employees will accrue the full accrual amount based on their years of state service as long as they are in pay status for at least 40 hours in that biweekly pay period. Partial accruals are not granted. Part-time and session-only employees' accrual rates will continue to be prorated based on the amount of time they are regularly scheduled to work.

## **2. Use of Vacation Leave**

Employees must schedule all vacation leave in advance and in consultation with the employee's office director. The use of vacation leave is limited during the legislative session. When evaluating a request for vacation, it is the responsibility of the office director to consider the operational needs of the office, the extent to which the job responsibilities can otherwise be covered, the employee's availability in case of emergency, the advance notice requested by the employee in comparison to the unpredictability of the work load, the risk of interrupted legislative operations if the employee is absent, the nature and circumstances surrounding the request and the potential impact on other legislative offices. If an employee's request for use of vacation leave is denied by the office director, the employee may appeal the office director's decision to the Executive Director. If the Executive Director does not overturn the office director's decision, the employee may then exercise his/her right to the grievance process. Grievances may not be based on equity among employees working in other offices. Unless operational needs require it, no employee will be requested or required to report to work while on vacation. Upon commencement of an employee's approved vacation leave, the employee must use this leave as scheduled. An employee may not substitute sick leave for that vacation leave.

A full-time employee who does not use all accrued vacation leave in a calendar year may carry over unused vacation leave up to the following limits:

For employees having 1-15 years of State service	320 hours
For employees having more than 15 years of State service	400 hours

An employee's vacation leave balance may exceed 320 or 400 hours but any unused vacation leave hours in excess of 320 or 400 hours, as applicable, as of December 31<sup>st</sup> lapse so that the beginning vacation leave balance on each January 1<sup>st</sup> does not exceed 320 or 400 hours, as applicable.

Vacation accrual limits for part-time employees are proportional to the amount of time they are regularly scheduled to work. For example, a part-time employee with 10 years of State service who works a 20-hour per week schedule may accrue vacation leave up to a maximum of 160 hours.

**3. Transfer of Leave.**

The Legislative Council may, at its discretion, accept the transfer of unused vacation that was accrued during the course of employment with another state agency when an employee commences legislative employment. The employee must make arrangements for such a transfer through the Executive Director's office at the time the employee transfers to the Legislature.

**4. Payment of Vacation Leave.**

Upon termination of employment, unless specifically provided otherwise in this Agreement, employees will be paid for unused vacation leave for which they are eligible. By December 1<sup>st</sup> each year, a full-time legislative employee that is not terminating employment may submit a request to the Executive Director to be paid for a portion of that employee's accrued vacation balance up to 50% of that employee's vacation accrual limit. If approved by the Executive Director and subject to available resources, the payment for the accrued vacation

hours under this provision will be at one-half the employee's current hourly rate of pay for each hour of accrued vacation requested and approved for payment and paid in December. No request for payment for accrued vacation will be approved that would reduce the employee's accrued vacation balance below 50% of that employee's vacation accrual limit. Payments authorized pursuant to this provision will be paid as lump sum payments and are not included as earnable compensation for retirement purposes. Part-time year-round employees may also request to be paid for a portion of that employee's accrued vacation leave with the maximum amount to be paid being proportional to the amount of time they are regularly scheduled to work.

No other payments for vacation leave may be authorized except as authorized above or by a vote of the Legislative Council.

#### **5. Selection of Vacation Leave Blocks.**

The vacation calendar shall run from January 1<sup>st</sup> through December 31<sup>st</sup> of each year. Vacation leave among covered employees in the bargaining unit in an office must be scheduled between the first work day in January and the last work day of February each year, on a rotation basis, with the most senior bargaining unit employee in that office choosing first. Each such employee may choose no more than eighty (80) hours of vacation for full-time employees, and a pro-rated number of hours for part-time employees, in no more than four groups of days per rotation. An employee may choose not to participate in any or all rotations. The rotation must continue until all such employees who desire to do so have had an opportunity to schedule their leave. All vacation requests made after March 1<sup>st</sup> will be considered on a first come, first served basis, without respect to seniority.

For the purposes of this Article, a "group of days" is one or more consecutive (Monday through Friday) work days. A Friday and Monday would be two groups, not one group.

## **Article 56. Vision Care Reimbursements for Computer Users**

1. Given the increasing prevalence of computer usage among employees, a full-time employee who spends a significant amount of time daily operating a computer is eligible for limited reimbursement for eye examinations and corrective lenses after six (6) months of full-time equivalent employment. Part-time and session employees are not eligible for this benefit. The office director will make a determination of whether the employee's work assignment qualifies the employee for reimbursement under this Article by providing a signature on the Computer Users Eye Examination form.

2. An eligible employee is entitled to reimbursement for a routine eye examination by a qualified eye professional annually after the employee has first sought coverage under the health insurance plan. Employees shall be reimbursed up to one hundred dollars (\$100) per calendar year for an eye examination or contact lens evaluation.

3. An employee will be reimbursed up to one hundred fifty dollars (\$150.00) per calendar year for the cost of corrective lenses or contacts or an annual supply of disposable contact lenses if the eye examination results in a determination that prescription lenses are needed.

4. To receive benefits under this Article, the eligible employee must, within thirty (30) calendar days of the date of service, submit the following to the Executive Director's Office: (1) the Computer Users Eye Examination form, provided by the Executive Director's office, completed by the eye care professional and signed by the employee's supervisor and (2) an itemized receipt showing payment in full for corrective lenses (reimbursement does not cover any special lens enhancements) and frames. The thirty (30) calendar day time limit may be extended if the employee can show that the payment in full receipt is not yet available due to reasons beyond the employee's control.



## **Article 57. Work Performance**

Employees subject to this Article may be disciplined only for just cause. This Article applies to all employees who have satisfactorily completed their probationary period except as otherwise provided in Article 21, Committee Clerks, of this Agreement.

### **1. Work Performance**

If an employee is experiencing significant difficulties meeting expectations related to work performance, a Work Performance Plan can be developed to assist in enabling the employee to perform the employee's job duties in a manner that is satisfactory to both the employer and the employee. The development of a Work Performance Plan can be required by a representative of the Union, the employee's immediate supervisor, the employee's office director, or the employee who would be the subject of the Work Performance Plan. The Work Performance Plan may include items such as, but not limited to, additional training, detailed expectations, timelines for meeting expectations, and information for the employee regarding EAP, ADA, FMLA, etc.

The plan will be developed in partnership with the employee's immediate supervisor and/or the employee's office director, the employee, a representative of the Union and other individuals as deemed appropriate.

If the employee does not participate or does not meet the expectations of the plan within the required timelines, then the next step may be disciplinary action.

### **Section III. Provisions Subject to Biennial Review**

#### **Article 58. Salary Schedule Adjustment**

Effective October 6, 2019, legislative salary schedules will be adjusted by a step shift (dropping Step 1, shifting all steps, and adding a new Step 12 which is a 4% increase to the previous Step 12).

Effective October 4, 2020, legislative salary schedules are increased by three percent (3.0%).

#### **Article 59. Term of Agreement**

This Agreement is effective as of October 1, 2019 and will expire on September 30, 2021. Either party will give the other party at least sixty (60) calendar days written notice prior to the expiration of this Agreement of its desire to negotiate a new agreement or to modify this Agreement and 60 days written notice prior to commencing negotiations. During the term of the Agreement, neither party will seek to modify the terms of this Agreement through legislation or other means that may be available to them. The parties agree to meet regarding any contract changes that arise with the implementation of the Workday system.

EFFECTIVE DATE: October 1, 2019


IN WITNESS THEREOF, the parties hereto have signed this agreement, through their representatives, and have caused this Agreement to be executed on the 20<sup>th</sup> day of May, 2020.

MSEA, LOCAL 1989, SEIU

By:   
Ethan Keyes, President

By:   
Meg Reilly, MSEA Chief Negotiator

By:   
Roy Lopez, Team Member

By:   
Susan Watts, Team Member

MAINE LEGISLATIVE COUNCIL

By:   
Grant Pennoyer, Executive Director

By:   
Jacqueline Little, Legislative Council  
Chief Negotiator

By:   
Amanda Goldsmith, Team Member

Due to the remote work guidance set in place by the Presiding Officers and the Governor, signatures will be collected once all parties have returned to work. This agreement has been authorized by all parties via email.