



2005-2007 AGREEMENT BETWEEN THE STATE OF MAINE AND THE  
MSEA-SEIU FOR THE ADMINISTRATIVE SERVICES, PROFESSIONAL &  
TECHNICAL SERVICES, SUPERVISORY SERVICES, AND OPERATIONS,  
MAINTENANCE AND SUPPORT SERVICES BARGAINING UNITS

*Whereas*, the undersigned are parties to the collective bargaining agreements for the following units: Administrative Services, Professional & Technical Services, Supervisory Services, and Operations, Maintenance and Support Services.

*Whereas*, each of the collective bargaining agreements includes a clause regarding Union Security, which became effective July 1, 2005.

*Whereas*, the undersigned parties wish to clarify the Indemnification subsection of the Union Security clause in each of the abovementioned collective bargaining agreements.

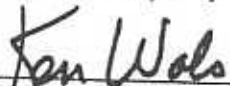
*Therefore*, the undersigned parties agree to the following change in the Indemnification subsection of the Union Security clause in each of the abovementioned collective bargaining agreements, to be effective retroactive to July 1, 2005:

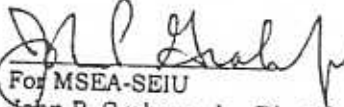
UNION SECURITY

9. Indemnification

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold the State harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the State, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article, including, but not limited to, as a result of being ordered to reinstate an employee terminated at the request of MSEA-SEIU for not paying the service fee; in reliance on any notice, letter, or authorization forwarded to the State by the union pursuant to this Article; and including but not limited to any charge that the State failed to discharge any duty owed to its employees arising out of the service fee deduction; *provided that*, nothing herein shall require Indemnification for any intentional deprivation of an individual's constitutional rights by the State. MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the State, including, but not limited to, termination for failure to pay the service fee. In such litigation the State shall have no obligation to defend its act taken or not taken.

Agreed to this <sup>18<sup>th</sup></sup> day of October, 2005.

  
For the State of Maine  
Kenneth A. Walo, Director  
Chief Negotiator  
Bureau of Employee Relations

  
For MSEA-SEIU  
John P. Graham, Jr., Dir. Of  
Field  
Services  
Chief Negotiator