

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**ACLU of Maine**

**and**

**Maine Service Employees Association, SEIU Local 1989**

April 1, 2022 to March 31, 2025

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## **PREAMBLE**

The parties to this Agreement, the ACLU of Maine (“Employer”) and the Maine Service Employees Association, SEIU Local 1989 (“Union”), after much discussion and constructive dialogue, enter into this Agreement, commencing with this Preamble, which is intended to be a clear articulation of the parties’ core values, goals, and commitment to the sentiments set forth herein.

Commitment of Shared Rights and Dignity: The parties hold a shared commitment to the rights and dignity of all people and recognize that the mission of each organization is to build a society that upholds these principles. In doing so, we establish a shared recognition that these same values are embodied in the spirit of the collective bargaining agreement.

- Equity, Diversity, Inclusion & Belonging – The parties have committed themselves to an inclusive workplace, respect for differences and fairness for and between all employees at all levels to ensure their fullest degree of success within the organization. Further, the parties are committed to equity and inclusion principles of and the premise that expanding diversity within the organization enhances a culture of belonging within the workplace and furthers the understanding of the organization’s mission.
- Mutual Respect – We seek to create a work environment that is a place where open discussions, including differing viewpoints, are welcomed and will not result in adverse employment action.
- Commitment to Education and Training on Important Topics – The parties are fully committed to continuing education and training at all levels of the organization including but not limited to training which assists in critically addressing white supremacy, patriarchy and other forms of oppression.
- Building and Maintaining Harmonious Employment Relations – The parties and employees at all levels of the organization are fully committed to collective bargaining, a collaborative, constructive, mutual process, to provide fair and equitable treatment to all employees, to promote the mission of the organization, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt, respectful and equitable resolution of disputes.

## **ARTICLE 1. UNION RECOGNITION**

Section 1. The American Civil Liberties Union of Maine and the American Civil Liberties Union of Maine Foundation, collectively referred to as “The Employer” or “ACLU ME” herein, hereby recognizes the Union as the sole and exclusive bargaining representative of a unit of its employees as follows:

All regular and limited-term employees of the Employer, except for managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. Of the classifications established as of the date of this Agreement,

the classifications included in the bargaining unit are those classifications listed in Appendix A.

Section 2. If the Employer establishes new work locations, employees in the job classifications included in the bargaining unit under the terms of this Article will be part of the bargaining unit.

Section 3. The Employer shall notify the Union in writing within sixty (60) days of a decision to eliminate or not fill a vacant bargaining unit position. Upon request by the Union, the Employer shall indicate the reasons for such decision and discuss such decision with the Union and will bargain the effects of the decision on remaining staff.

Section 4. Temporary Employees: Temporary employees are those hired for up to and including six (6) months. Temporary employees are not included in the bargaining unit. (See also ARTICLE 4)

Section 5. Orientation Period Employees: A new employee shall have all the rights and benefits under this Agreement from the employee's date of hire, except for grievance and arbitration procedures set forth below. (See **ARTICLE 4. ORIENTATION PERIOD.**)

Section 6. When a new job classification is established, it will be included in the bargaining unit unless it describes an employee who is a guard or a managerial, confidential, or supervisory employee.

## **Appendix A**

Chief Counsel

Communications & Engagement Fellow

Development and Finance Associate

Development Communications Strategist

Engagement Coordinator

Legal Fellow

Major Gifts Officer

Office Manager

Policy Counsel

## **ARTICLE 2. TEMPORARY EMPLOYEES**

Section 1. The Union recognizes the Employer's need to hire temporary employees in certain circumstances. Temporary employees are not included in the bargaining unit.

Section 2. A temporary employee is defined as any person hired for up to and including six (6)

months, with the understanding that their employment is to terminate at the end of the temporary period.

Section 3. Upon the expiration of the specified period of employment, including extensions of the specified period of employment, a temporary employee may be terminated without the necessity of just cause and said termination shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer may extend the duration of an assignment up to one (1) year.

Section 4. A limited duration employee is a person hired for a limited duration for more than one (1) year, but not to exceed two (2) years. Limited duration employees shall be included in the bargaining unit. During their limited duration of employment these employees will have full access to all provisions of the collective bargaining agreement, except that upon expiration of their designated term of employment, the “just cause” standard will not be applicable and they will not have access to the grievance and arbitration procedure related to the expiration of their limited term of employment.

Section 5. Any employee who is originally employed as a temporary employee or a limited duration employee who subsequently becomes a regular full-time employee shall receive service credit for their period of temporary or limited duration employment.

Section 6. If a temporary employee or limited duration employee is subsequently hired into the same job classification or position with similar job responsibilities and duties, the Employee’s time of service as a fixed term or specific project shall be considered part of the Orientation Period. (See **ARTICLE 4. ORIENTATION PERIOD.**)

### **ARTICLE 3. UNION SECURITY**

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees hired hereafter, shall become and remain Union members in good standing of the Union as a condition of employment on and after the thirtieth (30th) day following the beginning of their employment, or on and after the thirtieth (30th) day following the date of execution of this Agreement. An employee shall be considered a member of the Union in good standing if s/he tenders the periodic dues, which are required uniformly as a condition of membership or agency fee, pursuant to applicable law.

An employee who has failed to maintain membership in good standing as required by this Article, shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged, if during such period the required dues or agency fee has not been tendered.

Checkoff: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and fees and voluntary contributions to Political Action by Service Employees and Retirees (“PASER”) of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the first payroll period of each month by the second payroll period for each month the deduction was made. Where laws require written authorization by the employee, the same is to be furnished to the Employer in the

form required. No deduction will be made which is prohibited by statute. In the event that an employee is not on the payroll during the week in which the deduction is to be made or has insufficient earnings for that week, the Employer will make said deduction from the next viable paycheck. (The employer has a reasonable period of time following ratification to implement). The Employer shall remit to the Union at 65 State Street, Augusta, Maine (or electronically) all deductions of dues and agency fees made from the wages of employees, together with a list of all employees from whom dues or agency fees have been deducted. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) lay-off from work, or (d) an agreed leave of absence or disability, or (e) revocation of the “check-off” authorization in accordance with its terms or with applicable law.

Indemnification: The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, unfair labor practices or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purposes of complying with this Article.

#### **ARTICLE 4. ORIENTATION PERIOD**

Section 1. A new employee shall have all the rights and benefits under this Agreement from the employee’s date of hire, except for grievance procedures as set forth below. An employee’s date of hire shall be the Employee’s first day of work. Employees shall serve an orientation period of six (6) months from the date of hire. The Employer shall provide ongoing informal feedback to employees throughout the Orientation Period. In addition, all employees shall be invited and encouraged to participate in a “mid-term” evaluation process following their first ninety (90) days of employment. Moreover, employees shall be evaluated at the end of the Orientation Period. Such orientation employees may be terminated at any time during their orientation period for any reason without recourse to the grievance procedure in this Agreement. Upon the completion of the six (6) month orientation period, the Employee shall automatically become a regular employee.

Section 2. The Employer may extend the orientation period up to an additional six (6) months due to unsatisfactory job performance, without recourse to the grievance and arbitration procedures of this Agreement. The Employer will notify the employee and the Union in writing of the employee’s orientation period extension. A newly hired Employee whose performance is deemed unsatisfactory at the sole discretion of the Employer during the orientation period or any extension thereof up to an additional six (6) months, may be terminated prior to the expiration of said period and such action is without right of appeal and is not subject to the grievance and arbitration procedures of this Agreement. An orientation period will be deemed satisfactorily completed unless the Employee’s services have been terminated before the completion of the orientation period, or any extension thereof.

#### **ARTICLE 5. EQUITY, INCLUSION DIVERSITY & BELONGING**

ACLU of Maine has committed itself to an inclusive workplace, respect for differences and fairness for all its employees to ensure their fullest degree of success within the organization. ACLU of Maine is committed to equity and inclusion principles and the premise that expanding

diversity within the organization enhances a culture of belonging within the workplace and furthers the understanding of ACLU of Maine's mission.

1. The Employer and Union agree that each firmly believes in equal rights and opportunity for all employees and that for the duration of the Agreement neither shall discriminate against any employee in any manner which would violate any applicable laws because of said individual's age, race, color, creed, sex, gender, gender identity or expression, religion, ancestry, ethnicity, national origin, citizenship status, veteran status, economic status, mental or physical disability or handicap, genetic information, sexual orientation, marital status, political affiliation, marital status, parental status, pregnancy status, disability, weight, participation in a grievance and/or complaint whether formal or informal or other characteristic protected under state or federal law, nor shall the Union or the Employer discriminate against any employee because of the employee's non-membership or membership in the Union.
2. An atmosphere of mutual respect toward difference is indispensable to the work process and enables the free interchange of ideas that is the basis of a successful organization and is essential to creating a vibrant ACLU of Maine workforce comprised of individuals with unique perspectives and backgrounds.
- 3 The Employer shall hire employees without regard to age, sex, race, creed, color, national origin, immigration status, criminal background, marital or parental status, family relationship, sexual or affectional orientation, gender identity or expression, political party affiliation, or mental or physical disabilities which may be reasonably accommodated. The Employer's hiring standards shall be consistent with those required to perform the job. Moreover, the Employer is fully committed to diversifying the organization and continuing to provide equal employment opportunity to all qualified applicants and employees.

## **ARTICLE 6. BULLYING AND PERSONAL HARASSMENT**

In recognition of the Employer's and the Union's shared commitment to the rights and dignity of all people, and their shared commitment to create a work environment of mutual respect, management employees and bargaining unit employees agree that bullying behavior exhibited by any employee(s) against (an)other employee(s) is unacceptable and should not be tolerated. This Article is included in this Agreement to clearly articulate the values of the Employer, the Union and ACLU of Maine employees.

**Bullying:** Bullying includes any inappropriate conduct or comment towards an individual that the person knew, or a reasonable person should have known, would cause that individual to be humiliated or intimidated.

Supervisors and/or Managers, and Directors, who receive complaints or have actual knowledge, shall promptly investigate and in coordination with the Executive Director or their designee and shall take appropriate prompt remedial steps to respond to interpersonal misconduct or allegations of bullying or harassment.

The Employer and Union agree victims of bullying or harassment can be reluctant to confront

their harasser or bully. It is further agreed that they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. Therefore, it is agreed that the victim may seek assistance by reporting the incident directly to any manager or any Union member and will not be required to speak directly to the harasser or bully. Management will act upon the complaint without delay. Union Representation will not be denied if requested.

There will be no retaliation or other adverse action taken by any party against an individual who makes a good-faith complaint, reports an incident of bullying or harassment, or who in good faith provides information in the course of the investigation of such a complaint or report.

Both parties agree to encourage any employee who believes they have been subject to bullying or harassment in violation of this Article to utilize the internal review procedure established by ACLU of Maine. A bargaining unit employee may have Union assistance to help file and process such a complaint. If a bargaining unit employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance starting at Level Two within ten (10) calendar days of the decision resulting from the internal review procedure. This provision shall not preclude other legal remedies provided by law.

Any employee found to have engaged in bullying or harassment in violation of this article shall be subject to discipline, up to and including termination.

Consistent with the National Labor Relations Act, as amended, nothing in this article shall prohibit or limit employees' rights to engage in protected and concerted activity nor limit employees' ability to raise and discuss issues and/or grievances concerning wages, hours and working conditions.

## **ARTICLE 7. EMPLOYEE HEALTH AND SAFETY**

1. ACLU of Maine is committed to providing all employees with a safe, healthy, and injury-free workplace and shall comply with all health and safety standards established by applicable state and federal OSHA laws.
2. Employees are expected to observe all of the Agency's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor.
3. Serious incidents in the workplace: The Employer will provide individualized support on a case-by-case basis for employees impacted by serious incidents in the work place including, but not limited to, serious work injury, work-related death of a co-worker, suicide of a co-worker, experiencing a violent attack or abuse, active weapon situation, or any other incident that may cause direct or vicarious trauma to the employee. Employees suffering workplace injury/trauma may request temporary paid leave from the Executive Director, or their designee, upon certification from their medical provider that they are unable to return to work.
4. The Employer shall provide safety information and training during orientation as well as periodic workplace safety training concerning safety and health hazards, safe work practices, and procedures to eliminate or minimize hazards. Upon request, safety trainings, written materials,



guides, and protocols shall be provided to staff members in languages other than English.

5. The Employer shall maintain and properly label universally recognizable 1st Aid Kits for each facility. The location of these items shall be communicated to all employees at each facility.

6. The Employer and the Union shall establish a safety committee consisting of two (2) management staff and two (2) union members to meet and address issues of workplace safety. Meetings of the safety committee will be held on an as needed basis. Either the Union or Management can call for a meeting and both the Union and Management may add items to the shared agenda. Meetings shall be held at mutually agreed time and date.

## **ARTICLE 8. RIGHTS OF NURSING PARENTS**

For an employee who is a nursing parent, the employer shall for three (3) years after the birth of a child:

- 1) provide adequate paid break time, according to the needs of the nursing parent, each day to express breast milk for their nursing child.
- 2) upon return from parental leave, the nursing parent will meet with their supervisor to determine appropriate scheduling to meet the needs of the nursing parent.
- 3) shall provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy.
- 4) an employee shall not be required to combine their lunch break with their pumping break.

The employer shall not retaliate or discriminate against an employee who exercises the rights provided under this section.

## **ARTICLE 9. PERSONNEL RECORDS**

Personnel Records. An employee's personnel record includes information relating to an employee's employment such as applications, written performance evaluations, disciplinary actions, correspondence, and other pertinent information.

Before placing any documentation that is evaluative, disciplinary or which reflects negatively on an employee into a bargaining unit employee's personnel file, the bargaining unit employee shall be informed of or given a copy of the documentation. Bargaining unit employees may submit a timely rebuttal, which shall be placed in the personnel file with the corrective action.

The Employer will make an employee's personnel file available for the employee's review and copying within five days of a written request. The Employer will make an employee's personnel file or portions of it available for Union review and copying if the information is relevant to representing members of the bargaining unit. The Union will request the relevant documents in writing including a statement of relevance, and provide the Employer with at least seven (7) days' notice. The Employer will provide copies of requested information from personnel records

at least seven (7) days prior to any meeting where such information is relevant.

For purposes of corrective action, after eighteen months (18) months, all written and oral reprimands shall not be admissible to establish an element of progressive discipline provided that there has been no repetition of the conduct.

## **ARTICLE 10. SENIORITY**

Section 1. For the purposes of this Agreement, seniority is defined as regular cumulative full-time employment, determined by the date of initial hire. Part-time employees' seniority will be calculated on a pro-rata basis.

Section 2. The seniority and employment rights of an Employee shall be terminated if the employee: (1) terminates voluntarily, (2) is discharged for cause, (3) is released during the orientation period or any extension thereof, (4) is laid-off and is not recalled, or declines recall, as per the provisions of the Lay-Off and Recall Article.

Section 3. For the purposes of this Agreement, an Employee whose seniority has terminated as above and who is subsequently rehired within two (2) years will not lose the previously credited time of service. Except as provided in Section 6 below, no service credit will be earned during a period when the person is not an employee.

Section 4. An Employee on an approved leave of absence, including but not limited to a leave of absence due to on-the-job injury, shall continue to accrue seniority during the approved leave period, to the extent consistent with the leave and benefits Articles of this Agreement.

Section 5. Notwithstanding Section 4, an Employee on military leave shall continue to accrue seniority during their recall period.

Section 6. An Employee who is returned to service from a recall list subsequent to a layoff shall continue to accrue seniority for the period during which the employee was on that recall list.

NOTE: Such accrued seniority from a period of layoff may not count for purposes of the National ACLU 401(k) and pension. All seniority accrual under the National ACLU 401(k) and pension plans shall be exclusively governed by the official National ACLU 401(k) plan and pension plan documents.

## **ARTICLE 11. NOTICE BY EMPLOYEE OF VOLUNTARY RESIGNATION**

A voluntary resignation from employment may be made by an employee for any reason. Employees who resign are expected to provide at least four (4) weeks' notice to their immediate supervisor(s) and Human Resources. An employee will be reimbursed for accrued and unused paid vacation at the employee's regular weekly rate of pay at the time of termination of employment. Unused sick leave is not eligible for payout. In a situation where an employee provides the required four (4) weeks' notice, the Employer reserves the right to provide pay in lieu of notice to an employee who has provided notice that they are resigning. Employees who voluntarily resign are not eligible for severance pay.

## **ARTICLE 12. UNION ORIENTATION**

The Employer shall inform MSEA-SEIU of all new employee orientations and/or new hire meetings no less than five (5) workdays in advance and shall allow MSEA-SEIU representatives one (1) hour to present at any orientation and/or new hire meetings. Each new employee who does not attend an in-person orientation or new hire meeting shall be allowed one (1) hour of paid work time within his or her first six (6) months of employment to meet with a representative of MSEA-SEIU.

## **ARTICLE 13. BULLETIN BOARDS**

The Employer will provide to employees a reserved section of the main employee bulletin board for their exclusive use for Union business. In addition, the Union may maintain one designated union bulletin board in each break room.

## **ARTICLE 14. LISTS AND NEW EMPLOYEES**

The Employer will provide the Union with an electronic list of the name, home address, personal email, telephone number provided by the employee, employee identification number, job classification, department, shift, pay grade (if any), pay step (if any), wage rate, hire date, and employee status (i.e. regular full-time, regular part-time, or temporary) for each bargaining unit member as contained in the Employer's HR database. In addition, the Employer will provide the Union with a list of bargaining unit members designated as new hires, transfers, promotions, and terminations including the date of the personnel action. Both lists will be provided to the Union office in the month following the month in which the activity occurred by an established date each month. The Union agrees that it will use this information only for Union business and will use reasonable good faith efforts to protect employee privacy.

## **ARTICLE 15. ACCESS**

**1 Union Representative:** The Union's Representative shall have access to each Employer's Premises for the purpose of administering this agreement, handling grievances, investigating safety concerns, explaining the contract and assisting employees with membership enrollment. Nothing in this provision shall be interpreted to allow a Union Representative to interfere with any work-related activity of any employee. Whenever possible the Union Representative will give 48 hours notice.

**2 Access to Meeting Rooms:** Conference rooms or other suitable public meeting space will be available without cost for Union meetings insofar as making space available does not hinder normal operations of the Employer. Scheduling meeting rooms will occur through the normal facility scheduling process. The Union will schedule use at least 48 hours in advance. Use of conference rooms and other meeting space will not be denied for such meetings unless rooms are unavailable when requested. After hours use will be permitted if a bargaining unit employee is designated to lock up and alarm the building at the conclusion of the meeting and the meeting facilitator takes responsibility to monitor the whereabouts of meeting participants. Meeting spaces may be made available to the Union and its members for meetings not related to the bargaining unit only in compliance with the Employer's policy for community group use of space policy.

## **ARTICLE 16. LABOR/MANAGEMENT COMMITTEE AND STAFF MEETINGS**

Section 1. In order to promote a climate of constructive labor-management relations and maintain a safe and healthy workplace, there shall be a Labor-Management Committee, (“Committee”) which shall consist of two (2) representatives to be chosen by the Union and two (2) representatives designated by the Employer.

Section 2. The Committee shall meet on work time on a quarterly basis but the parties may mutually agree to meet more or less frequently. Either party may suggest agenda items in advance of the meeting, which may include topics related to the general application of this Agreement and other matters of mutual concern to the parties. In addition, the Committee shall include discussions of safety and health in the workplace. Such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances.

Management will inform committee members about deadlines for action on matters before the Labor/Management Committee so that it can make timely recommendations. Prior to the Labor/Management Committee meeting, each party shall provide relevant information regarding suggested agenda items.

Section 3. The Labor-Management Committee may consider, seek additional relevant information when practicable, and vote on recommendations for resolutions of the issues submitted to it for discussion. Such recommendations, if any, shall be forwarded to the Executive Director for consideration.

Section 4. As needed, the Employer shall continue regular staff meetings that shall include, but not be limited to, Department reports and Union announcements.

Section 5. Neither the Union nor management waives its right to bargain over mandatory subjects of bargaining.

## **ARTICLE 17. PROFESSIONAL DEVELOPMENT**

Each employee will work with their supervisor to develop an annual professional development plan. The costs of required training will not be deducted from an employee’s Professional Development budget. Payment of fees for conferences or other educational experience shall be made when such plans are:

- complementary to ACLU of Maine purposes;
- deemed to be of benefit to the individual's position at the ACLU;
- approved in advance by the employee’s supervisor

The ACLU of Maine shall provide each staff with a \$2500 professional development allotment to be used each fiscal year. Unused funds do not roll over to the next year. If employees are interested in professional development opportunities that meet the above requirements but go beyond the annual allotment they may make a proposal to their supervisor for approval by the Executive Director. Proposals will not be unreasonably denied.

## **ARTICLE 18. JOB DESCRIPTIONS**

The Employer must maintain current job descriptions for all bargaining unit jobs. Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions must reflect the actual responsibilities assigned to employees in the classification, skills required by the employer, and minimum qualifications of employees in the classification. Job descriptions will be accessible to all employees. An employee who believes the job description for their position is not current may request a review of the job description. The Employer will furnish job descriptions to the Union upon request.

The Employer must notify affected employees and the Union of any proposed changes to a job description at least thirty (30) days before the change is intended to take effect. The notice must include the elements described in the Recognition Article. Upon request, the parties will meet to discuss any changes in duties and bargain wage rates for the position. The parties will bargain in good faith about the wage rates in an effort to reach agreement. The Employer will furnish a new job description to employees in the affected classification whenever they are changed within thirty (30) days of when the change takes effect.

An employee may not be assigned to do a substantial amount of work not encompassed in the specific responsibilities assigned their job description on an ongoing basis. This paragraph does not authorize the employee to refuse to do assigned work.

## **ARTICLE 19. NO STRIKE – NO LOCKOUT**

During the term of this Agreement, there shall be no lockouts, and there shall be no strike over the meaning or application of this Agreement. Specifically, there shall be no strike over the action or inaction of third persons not a party to this Agreement. As used in this Agreement, the term “strike” shall mean and include any collective (2 or more people) refusal to perform work, refusal to accept assignments, or any other work stoppage or slowdown, whether total or partial. No employee, nor the Union, shall engage in or induce or encourage or attempt to induce or encourage any strike, as defined above.

## **ARTICLE 20. LAYOFF AND RECALL**

### Section 1. Layoff:

While ACLU ME will attempt to avoid layoffs, in the event that the Employer determines layoffs are necessary, the Employer will give the Union forty-five (45) days’ notice of their intent to layoff bargaining unit employees and shall bargain with the Union over alternatives to layoffs and effects of layoffs during the forty-five day notice period. At the time the Employer gives notice of intent to layoff, it will inform the Union of the number of employees to be laid off in each department and shall provide the Union an explanation for the layoff. If the Employer and the Union do not reach an agreement on alternatives to the announced layoffs by the conclusion of the forty-five (45) day notice period, the Employer shall proceed with the announced layoffs.

A. Prior to implementing any layoffs of regular employees, the Employer shall:

1. Seek volunteers to be laid off, but the Employer retains the exclusive right to

accept or not accept a volunteer for layoff. Requests for voluntary layoffs shall not be unreasonably denied.

2. Layoff temporary employees prior to any involuntary layoffs of regular employees.
3. “Effects Bargaining” The Employer acknowledges its obligation to engage in effects bargaining with the Union and commits to engaging in timely effects bargaining in layoff situations.

Layoffs of regular employees shall consider a number of factors including but not limited to those noted below:

1. programmatic needs and operational continuity for the department,
2. transferable skills,
3. employee performance evaluations,
4. multilingual needs, and the diversity, equity and belonging goals of ACLU ME.
5. Seniority.

The Employer shall provide notice to the Union representative and the impacted employee(s) thirty (30) days prior to implementation of layoffs.

#### Section 2. Recall:

There shall be a twelve (12) month recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least four (4) weeks prior to the expected date of recall. The Employer shall email the employee’s last known personal email address and send notice by Certified Mail to the employee at the last known address and shall simultaneously provide a copy to the Union. The notice shall advise the employee that they have five (5) calendar days after receipt to accept recall in writing. If the employee fails to make such arrangements within the time specified, unless for good cause shown, they shall lose their right to return to ACLU ME and will be considered a voluntary quit.

### **ARTICLE 21. DISCIPLINE AND DISCHARGE**

1. **Just Cause:** No employee who has completed the initial trial service period shall be discharged or subject to disciplinary action without just cause. The employer agrees to implement progressive discipline with respect to any disciplinary action. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge. The term does not include performance evaluations, performance improvement plans, or other non-disciplinary counseling or supervision processes or outcomes. In gross misconduct similar to violent physical or unlawful conduct (including

but not limited to unlawful harassment or discrimination: suspension or discharge may be imposed in the first instance).

The Employer shall not discipline or discharge an Employee who has completed their orientation period, except upon just cause. ACLU ME recognizes the concept of progressive discipline and will apply it in accordance with this Article.

2. **Progressive Discipline:** In cases other than discharge or suspension from work for willful, deliberate, or other gross misconduct, the following procedures shall apply:

When the Employer believes that just cause exists to discipline an employee, the Employer will issue a verbal warning to the employee specifying the conduct complained of and thereafter will discuss the warning with the employee. A copy of the verbal warning will be given to the Union.

If after a reasonable opportunity to demonstrate improvement in some or all of the conduct described in the above-verbal warning continues, the Employer may further discipline the employee. A level of discipline may also be repeated should there be improvement demonstrated in some of the conduct.

No employee will be discharged, except as set forth below, without at least three (3) prior disciplinary actions issued within the preceding twenty-four (24) months.

3. **Discipline Without Verbal or Written Warning:**

In very rare cases involving willful, deliberate, or other serious misconduct, the Employer may suspend from work or discharge an employee without the issuance of a prior written warning. Discharge or suspension for misconduct, including but not limited to the following violations, may be instituted only by the Executive Director:

1. Intentionally endangering the health or safety of another employee or other individual;
2. Harassment of fellow employees, clients or others on the basis of race, gender, religion, color, age, national origin, disability, sexual orientation, sex, or other protected class status;
3. Misuse of donor, client or ACLU ME funds;
4. Theft or abuse of ACLU ME property;
5. Breach(es) of security or confidentiality of personal or other sensitive information, including but not limited to donor, grantor or similar information;
6. Falsifying time sheets, records or other ACLU ME records or reports;

7. Misuse of ACLU ME passwords, passcodes or keys;
  8. Misuse or unauthorized dissemination of ACLU ME work product, database information, records, or other ACLU ME proprietary information;
  9. Fraud or misrepresentation on an application or resume or other important document;
  10. Creating a security risk by the unauthorized removal, copying, using or disclosure of confidential records;
  11. Possessing a lethal weapon while on ACLU ME office premises or at ACLU events or programs.
4. **Suspension:** No disciplinary suspension from work pursuant to the Articles above will be for more than two (2) weeks. Suspension may be with or without pay.
  5. **Timing.** The Employer has twenty (20) working days from the date of an incident or from the date the Employer knew or reasonably should have known of the incident, whichever comes first, to discipline an employee. This time-frame may be extended by the Employer when additional time is needed due to the leave of absence of the employee under investigation or by mutual agreement between the Employer and the Union, in writing. Disciplinary action taken after twenty (20) working days is without just cause.
  6. **Right to Representation.** In any meeting that an employee could reasonably believe could lead to disciplinary action or discharge of that employee, the employee will have the right to Union representation. In the event that the Employer is aware that a meeting may lead to disciplinary action or discharge, it will advise the employee prior to the meeting of their right to Union representation. The employee will be allowed a reasonable amount of paid work time to locate a representative or steward to attend the meeting.
  7. **Documentation.** All disciplinary action, including verbal warnings, must be recorded in writing and must state the reason for the action. Supervisors must provide written documentation of disciplinary action to the employee, and a copy must be placed in the employee's personnel file. Upon written request from the employee, the Employer will provide a copy to a steward designated by the employee. In the case of a verbal warning, the contents of the warning must be placed in writing. An employee has the right to respond in writing to any disciplinary notices and have that response incorporated into the record. A verbal or written warning may not be used as the basis for a disciplinary action against an employee after eighteen (18) months from the date of the action, provided there has not been a recurrence of a similar offense within that time.
  8. **Administrative Leave Pending Investigation.** Paid administrative leave may be implemented to investigate cases of serious misconduct. The Employer will forward the name of any employee who is placed on administrative leave to the Union when the leave



is initiated. The investigation will be concluded as soon as reasonably possible given the circumstances.

## **ARTICLE 22. GRIEVANCE AND ARBITRATION PROCEDURE**

1. **Definition of a Grievance.** A grievance is defined as any dispute over the interpretation or application of this Agreement, including discipline or discharge of an employee; or as to whether the terms of Agreement have been observed and performed

This Article shall supersede any and all other ACLU ME policies, rules or regulations relating to employee complaints or grievances.

2. **Principles.** The goal of the parties is to resolve grievances at the lowest level possible. Employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor at any time before filing a written grievance. However, this recommendation does not change the time limits specified in this article for filing a grievance. Grievances may be referred to a higher level or sent back to a lower level by mutual written agreement of the parties.

3. **Filing.** All grievances under this Article shall be in writing, signed by the aggrieved employee(s) and/or the Union Representative on a form agreed upon by the Union and the Employer, which shall include the date the grievance is filed, statement of grievance and remedy sought, and identification of Article(s) of this Agreement, if applicable, alleged to have been violated.

4. **Timelines.** When the Employer fails to respond within the timelines specified herein the Union is allowed to submit the grievance to the next level. When the employee or the Union fails to submit the grievance to the next level within the timelines specified herein the grievance is considered withdrawn. The parties may extend timelines by agreement in writing. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual written agreement of the parties. Meeting dates will be agreed upon by all parties.

5. **Group Grievances.** The Union, through any employee who is a steward or a non-employee Union representative, may present a group grievance if the occurrence involves more than one (1) employee with a similar grievance. Such grievances will be filed at Step 2 of the Grievance Procedure.

6. **Discharge Grievances.** A grievance challenging the discharge of an Employee who has completed their orientation period may be filed in the first instance at Step 3 and must be filed within twenty (20) workdays of the Union's notice of discharge in accordance with the grievance and arbitration provisions of this Agreement. Workdays are calculated exclusive of Saturdays, Sundays and other days the office is closed.

7. **Orientation Employees:** Nothing in the Article limits the rights of the Employer to terminate orientation employees, as referenced in ARTICLE 7. ORIENTATION PERIOD of this Agreement. Discipline and discharge decisions concerning an orientation Employee are not

subject to the Grievance and Arbitration provisions of this Agreement.

**8. Representation and Documentation:** The employee(s) has a right to the presence of a Union representative at all grievance meetings. Prior to the meeting, to the extent possible, the employer, the employee(s) and the Union representative shall have the right to inspect and obtain one copy of all documents relevant to the factual basis of the dispute upon which the Employer or Employee(s) intends to rely. If documents are not available at the time of the meeting, the parties shall provide the documents as soon as possible after the meeting.

Only the authorized Union representative or Union counsel may appear for and represent the grievant(s) and/or the Union at each Step of the grievance procedure under this Article. The Employer may also be represented by counsel. Either party may bring, or request the presence of, a fact witness at a grievance meeting for the purpose of providing relevant factual evidence and neither party shall unreasonably object to the presence of such witnesses. In the event of a dispute as to the presence of such witnesses, the Union Representative and the Executive Director or their designee shall consult in order to resolve any issues surrounding such participation.

## **9. Grievance Steps.**

Step 1. The parties recognize that many problems will be discussed and resolved between the Employer, a Union representative, and the employee involved in the controversy or dispute. Informal settlements are encouraged. If a problem is not resolved informally, the procedure outlined below will be followed.

Step 2. The employee or the Union, through any employee who is a steward or a non-employee union representative, may file a grievance in writing with the immediate supervisor or designee to whom the employee reports, within twenty (20) workdays from the occurrence or the time when the employee should reasonably have been aware of the occurrence giving rise to the grievance. The immediate supervisor or designee will meet with the employee and a Union representative, within ten (10) workdays of the filing of the grievance. Together, the parties shall attempt to resolve the grievance. The immediate supervisor or designee shall respond in writing no later than fifteen (15) workdays from the date of the meeting.

Step 3. If the grievance is unresolved, the employee and/or the Union may appeal the grievance Executive Director fifteen (15) workdays of receiving the Step 1 response. The Executive Director will meet with the grievant and Union representative within fifteen (15) workdays of the date the Step 2 appeal was filed. The Executive Director shall provide a written decision to the employee(s) within 15 workdays of the meeting. If the Executive Director does not offer a meeting within 10 workdays, the employee(s) and/or Union representative may move to Step 5 and will have thirty (30) workdays to request arbitration.

In the case when the Employee(s) grievance is directly related to alleged gross misconduct of the Executive Director, the employee(s) shall submit the grievance in writing to ACLU of ME Board President not later than twenty (20) workdays after the date on which the alleged act giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence. The ACLU of ME Board President shall offer to hold a meeting within 20

workdays of the date the written grievance was received and shall provide a decision in writing to the employee(s) within fifteen (15) workdays of the meeting, and in the event that the matter is not resolved in Step 2, the aggrieved employee(s) and/or the Union representative will proceed to Step 4.

**Step 4. Mediation.** If the grievant(s) and/or the Union representative is not satisfied with the written response under Step 3, they may submit, in writing, a request to mediate within ten (10) workdays of the receipt of such response or denial. The Employer will notify the union in writing within five (5) workdays of the request whether it agrees to mediate the dispute. In the event that the Employer declines to mediate the grievance, the union will have an additional thirty (30) workdays to request arbitration.

**Step 5. Arbitration.** Within twenty (20) workdays of receiving the Step 3 or Step 4 response, the Union, and not the aggrieved employee(s), shall provide written notice to the immediate supervisor(s) and the Executive Director requesting arbitration to the Federal Mediation and Conciliation Service (FMCS) or an alternative forum as agreed to by the parties.

The parties have an interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties will make all reasonable efforts prior to the hearing to stipulate to facts that are not in dispute, to stipulate to the issue(s) to be presented to the arbitrator, and to decide whether written briefs may be submitted.

The parties may jointly request that the arbitration decision be made on an expedited basis, in which case a decision shall be rendered within seven (7) calendar days from the close of the arbitration hearing and may consist solely of a statement of conclusions and remedies. In all other cases, a detailed written decision shall be rendered by the arbitrator within thirty (30) calendar days following the submission of any post-hearing briefs by the parties.

Briefs will be used judiciously by the parties, recognizing their impact on the timing and cost of receiving a decision and award. Except in extraordinary circumstances with the consent of the other party, neither party may order a transcript.

The arbitrator will have continuing jurisdiction following issuance of the arbitration award to address any issues arising from implementation of the award.

The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding.

Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The grievant and steward shall be granted unpaid release time to participate in arbitration hearings.

The Employer will release employees from work on a reasonable as needed basis to testify.

## **ARTICLE 23. SEPARABILITY**

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid will remain in full force and effect. In the event of such occurrence, the parties will meet promptly to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid to conform such provision to state and/or federal law. The parties agree to construe the invalid provision according to its original bargained purpose and to agree on a narrowly revised provision that as closely as possible achieves such purpose.

## **ARTICLE 24. STIPENDS**

A. Staff shall receive a \$100 connectivity stipend per month for use on cell phone and internet expenses.

B. When traveling for the ACLU of Maine out of state, staff shall receive a daily per diem of \$75 a day paid in advance of their departure.

## **ARTICLE 25. EMPLOYEE BENEFITS**

1. Retirement. The ACLU of Maine Foundation shall provide a retirement plan for regular employees through the National ACLU Retirement Program.

2. Health/Life/Dental/Disability Insurance. All employees who work at least 20 hours per week are eligible for insurance pursuant to this section. The ACLU of Maine shall provide fully paid health, life, dental, and disability insurance for all regular, and probationary employees, beginning one month after the first date of employment. Limited Duration employees with positions of at least six (6) months shall also be provided fully paid health, life, dental and disability. If an employee opts into family coverage, then the ACLU of Maine shall pay 65% of employee's family health and dental coverage premium. ACLU of Maine shall contribute \$3,000 towards all ACLU of Maine employee's HSAs who opt into health and dental coverage. Employees who choose to forego the employer provided health insurance plan will be paid a financial benefit of \$3,000 per year. Per IRS regulations, this income is subject to tax withholding and reporting requirements and counts toward an employee's taxable income for the year.

3. Flexible Spending Account. Employees are eligible to participate in the Dependent Care Flexible Spending Account (FSA) offered by the ACLU of Maine which allows employees to make pre-tax contributions to be used for childcare or adult care expenses.

## **ARTICLE 26. PERFORMANCE EVALUATIONS**

Performance evaluations shall be conducted annually by the Employer. New hires shall be evaluated after their first ninety (90) days, at the end of orientation period, and annually thereafter.

The evaluations shall be formal, written assessments of individual performance and training needs. The Employer shall have a standard evaluation form. The performance evaluation process is intended to be positive, cooperative, and ongoing.

This written formal evaluation shall consist of a written self-evaluation by the employee and written evaluation by the Employer. The Employer evaluation shall be conducted by someone who is reasonably familiar with the employee's work. If the designated representative does not provide a written evaluation of the employee within twenty (20) business days after submission of the employee's self-evaluation, the self-evaluation shall stand with the understanding that the designated representative concurs with said evaluation. In preparing a performance evaluation, the Employer may consider input from the employee and the employee's co-workers; however,

such feedback will be evaluated by the Employer to be fair, accurate, and relevant to performance of the employee's job responsibilities. In the case of an emergency, the employer may extend the timing for written evaluation but that extension may not exceed 15 business days. (Emergency shall mean an unplanned or unexpected crisis, illness or events or similar exigent circumstances.)

The purpose of the performance evaluation is to identify and discuss areas of strength and weakness and any professional development goals, and to facilitate improvement for the benefit of ACLU ME and its important mission.

The evaluation shall identify goals, development needs and challenges and shall include a plan for addressing those needs and challenges in the future. The evaluation will also identify the support to be provided in order for the employee to progress. The employee shall have an opportunity to make comments, objections and proposed changes to their goals. The employee and supervisor(s) shall meet to discuss the goals. If an employee disagrees with the final evaluation, an employee may prepare a written response to an evaluation and have that written response placed in the employee's personnel file. All employees are expected to fully cooperate with all aspects of the performance evaluation process.

Employees shall receive a copy of their performance evaluation at least five (5) workdays before meeting with their supervisor(s) to discuss the evaluation.

Evaluations are non-disciplinary in nature and no discipline or discharge shall happen in a performance evaluation meeting. Evaluations are not tied to wages or any other monetary payments. Performance evaluations are not subject to the Grievance and Arbitration provisions of this Agreement. The performance evaluation process and documentation shall be overseen by the Executive Director, their designee and the Human Resources Officer, as applicable.

The Board of directors shall include union members feedback in its annual review of the executive director.

## **ARTICLE 27. EMPLOYER PREROGATIVES**

ACLU ME is committed to achieving its civil rights and civil liberties mission, while ensuring the long-term viability and sustainability of the organization. The ACLU ME has always accomplished its goals through the high-level of collaboration between and across departments. Staff input and expertise has always been the driving force of our critical work. Full team participation and input of staff will continue to inform and shape our work at every level. Although full team participation helps to establish our goals and program areas, in order to guarantee the legal and fiduciary roles of the organization the Employer shall retain the authority, discretion, and flexibility to operate the organization, make day-to-day decisions, and determine the mission, priorities, goals, strategies, tactics, methods, programs, processes, means, organizational structure, and personnel to achieve ACLU ME's mission and goals.

Except as set forth in other provisions of this Agreement, the Employer shall have all sole and exclusive prerogatives reserved to management that include, but are not limited to: determine its budget; establish standards of service and performance of its employees, including setting key

performance indicators and qualifications, ethical standards, public messaging, security, privacy, data security rules, use of lists, supervise employees and their work, including training and cross-training; establish performance standards and conduct employee performance evaluations, and determine the competency of employees; consistent with applicable equal pay laws and other relevant laws and regulations; hire, appoint, promote, discipline, assign, direct, transfer, or demote personnel; suspend or discharge employees for just cause; increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons; determine the hours and days, and locations; ensure orderly and effective operations and effective work and work schedules; enforce Employer rules, policies and regulations; take actions deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

ACLU ME expects all employees to perform work to the best of their ability, regardless of their own political, legal, or other opinions.

In the exercise of these prerogatives, Employer shall be the sole judge of all factors involved in the decision, including, but not limited to, efficiency, usefulness, cost, and practicability. Neither the failure of the Employer to exercise any discretion reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such prerogative or a binding precedent restricting Employer's discretion.

#### **ARTICLE 28. SUCCESSORSHIP**

Application of Agreement to Successors - Obligation to Notify.

This Agreement shall be binding upon both parties, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser or transferee. In the event of a sale, merger or transfer of the business of the Employer, the purchaser or transferee shall be bound by this Agreement.

#### **ARTICLE 29. MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this Agreement, ACLU of Maine agrees to make no changes without appropriate notice and negotiations with the Union unless such change is made to comply with law, and existing regulations.

#### **ARTICLE 29. DURATION**

This Agreement shall be for the period from April 1, 2022 until March 31, 2025, and the terms and conditions shall become effective on the date of the execution of the Agreement, unless otherwise specified in this Agreement.

The party wishing to modify this Agreement shall serve written notice to the other party by registered mail no later than ninety (90) calendar days prior to the expiration date.

## **ARTICLE 30. UNION LEAVE**

A. The Union shall designate one unit member as the Union Steward and may also designate one alternate for the ACLU ME. The Union shall notify the ACLU ME of the name of the Union Steward and the duration of their term within three business days after the Union has designated the Steward. The Steward will serve as the liaison between the Union and the ACLU ME and be responsible for handling grievances and any other issues which may arise between ACLU ME and the Union.

B. Paid Union Leave: ACLU of Maine shall provide the Union with a total of five (5) leave days each year, without loss of pay, to use for Union activities such as MSEA-SEIU leadership activities, steward trainings, Union conferences, and other similar activities/trainings sanctioned by the Union. The Union shall provide Human Resources at least thirty (30) calendar days' advance notice, and such leave shall be scheduled in a manner to minimize disruption to ACLU of Maine services. Anyone in the Union may be permitted to utilize leave pursuant to this section provided the total number of days of leave per year by all unit members does not exceed five (5) days.

### **C. LEAVE FOR LONG-TERM MSEA-SEIU ORGANIZING AND ADVOCACY ACTIVITIES**

Requests for unpaid leaves of absence for Union activities shall be considered on a case-by-case basis by ACLU of Maine and subject to its operational and organizational needs, in accordance with ACLU Policy 529 and ACLU of Maine – Affiliate 529 Policy, and in consideration of the mission of ACLU of Maine. Leaves may include of absence for participation in member organizer programs, special education programs, and assisting the Union with its business as well as leave for organizing work supporting shared goals of ACLU of Maine and the Union. The Union and ALCU will work together to determine length and terms of such a leave prior to the first day of an approved leave.

## **ARTICLE 31. STAFF PARTICIPATION**

1. The Employer recognizes the value and necessity of staff participation and consistent with their job descriptions, the staff shall, collectively with the office's leadership, implement the policies and programs of the ACLU of Maine.



2. Transparency and Communication with Board of Directors. Regular and open communication and information sharing will strengthen our ability to effectively carry out the ACLU of Maine’s mission. The Board of Directors appreciates hearing directly from staff about their work. The Executive Director may invite unit staff to present their work to the Board of Directors.

a. At one Board meeting per calendar year, the bargaining unit shall be invited to make a presentation related to the work of the organization. The unit will coordinate with the Executive Director on the topics for discussion. All members are invited to attend. At a minimum there must be one (1) representative from the program team and one (1) representative from the finance and operations team.

c. ACLU of Maine shall designate one member of the Board to serve on the Labor Management Committee.

3. Consistent with the existing hiring process, the Executive Director or Director who is leading the hiring process shall include at least one Union staff member on every hiring committee. For the hire of all regular part-time and full-time employees, all staff will have the opportunity to give a recommendation and all staff recommendations shall be given serious consideration, especially including both strong positive and negative assessments of a job candidate. Objections contrary to affirmative action principles will not be considered.

a. Diversity, Equity and Inclusion in Hiring: Consistent with Article “Equity, Inclusion, Diversity & Belonging,” when ACLU of Maine seeks candidates for a vacant bargaining unit position, ACLU of Maine shall discuss goals aimed at creating diverse candidate pools with staff in Labor Management, to set goals aimed at creating diverse candidate pools.

## **ARTICLE 32. TRANSFERS, PROMOTIONS and VACANCIES**

Section 1. The Employer will post notices of vacant bargaining unit positions or newly created bargaining unit positions internally at least five (5) consecutive workdays (excluding Saturday, Sunday, and ACLU ME holidays) before it posts and advertises the position externally.

Section 2. All bargaining unit position postings will include the responsibilities, required skills, and minimum qualifications of the job, hours per week, exempt or non-exempt status, wage range, whether it is benefit eligible. The employee’s job classification, exempt or non-exempt status, wage, whether it is benefit eligible and duration of employment for any limited-duration position, will be included in the offer letter.

Section 3. When making decisions about transfers, promotions or vacancies, the Employer shall consider factors such as diversity, seniority, education, relevant experience, relevant multi-lingual abilities, and other relevant, and necessary job-related skills and qualifications

## **ARTICLE 33. HOURS OF WORK AND OVERTIME**

### **Section 1. Office Hours**

Normal office hours of the American Civil Liberties Union of Maine are 9:00 am to 5:00 pm, Monday through Friday.

There are instances when an employee will be unavoidably late or absent because of a compelling emergency, illness or injury. On days when an employee is unable to report to work as scheduled, the employee shall notify their supervisor(s) at least one (1) hour before the time the employee is scheduled to begin work or as soon as possible under exigent circumstances.

### **Section 2. Hours of Work**

Full-time employees work at least thirty-seven and one half (37.5) hours per week on a regular basis. In addition, employees may take a paid 30-minute break for lunch each day. Thus, the standard ACLU ME work week is 40 hours (which includes a 30-minute paid lunch break). Non-exempt employees must secure written approval from their supervisors before working more than 40 hours in a week.

Section 3. Flexible Schedules. See MOU attached as Appendix A.

### **Section 4. Flexible Paid Time Off for Exempt Employees**

Adjusted Hours: In recognition of the often unusual and demanding work schedules, exempt salaried staff may request that their work schedules be adjusted and flexed as long as the employee's assignments are being satisfactorily completed. The Employee's supervisor and Executive Director have the explicit authority to approve or deny the request. The Employee's supervisor and Executive Director will not unreasonably deny flexible paid time off requests and these requests will not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 5. Telecommuting: See MOU attached as Appendix A.

### **Section 6. Overtime for Non-Exempt Employees**

Employees who are non-exempt under federal or state wage and hours laws will be compensated at their normal rate of pay for any hours worked between 37.5 and 40 during the work week. Hours actually worked above 40 during any work week shall be paid to the employee at one and one-half time their regular hourly rate. All overtime must be pre-approved by the employee's supervisor(s) in writing.

## **ARTICLE 34. LEAVE**

1. Vacation. Regular employees may take paid vacation at such time as is mutually agreed upon with their supervisor. Vacations may be taken in half-day increments or longer, based on the following accrual rates.

Regular employees are entitled to:

15 working days

In addition, the office will close for the week of Thanksgiving, December 24<sup>th</sup> – January 1<sup>st</sup>, and the first week of August (beginning the first Monday of August).

New employees are not eligible to use accrued vacation time until completion of one-hundred twenty (120) days of employment.

At the beginning of any anniversary year, the employee may elect to carry over from the preceding year only a maximum of 5 days of unused accrued vacation; any remaining unused vacation days in excess of 5 days shall not be carried over and shall not be paid upon termination of employment. If an authorized ACLU of Maine holiday occurs within the employee's vacation period, equivalent time will be provided. An employee will be reimbursed for accrued and unused paid vacation at the employee's regular weekly rate of pay at the time of termination of employment.

Unless for an emergency, illness or other sudden necessity, all requests to take annual leave shall be submitted to the employee's supervisor as far in advance as possible and shall be subject to approval of the supervisor. In the case of an emergency, illness or other sudden necessity, employees must make a good faith effort to provide as much notice as is practicable under the circumstances. Vacation may be used for any reason, including unscheduled emergencies. Vacation shall not be unreasonably withheld or unreasonably denied. If a request is denied, reasons must be provided in writing to the employee upon request.

The parties agree that the first forty (40) hours of vacation used each year satisfies the Maine Earned Paid Leave (MEPL) statute and acknowledge that the accrual rates for vacation in this Agreement exceed the requirements of the MEPL statute.

2. Holidays. The ACLU of Maine observes the following holidays with pay annually:

Martin Luther King Day

President's Day

May Day

Memorial Day

Juneteenth

July 4th

Labor Day

Indigenous Peoples Day

Veteran's Day

Whenever a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday will become the designated holiday. Each employee shall have two floating holidays annually.

3. Sick leave. Sick leave is to be used only for illness, medical appointments, or illness of the employee or of an immediate family member defined to include spouse, parents, children, grandchildren, domestic partner or significant other, siblings, grandparents, in-laws, aunts and uncles, step-relations, adoptive relations. Paid sick leave is accrued at the rate of two working days per month and may accrue to a maximum of 24 days. At termination of employment, there is no cash reimbursement for unused sick leave. Any employee who misses three or more consecutive days of employment due to an illness of the employee, family member, or significant other must provide medical documentation supporting the need for the leave. In the event the employee requires extended time off pursuant to the Family and Medical Leave outlined in section 7 below, the leave will be designated as Paid Family and Medical Leave pursuant to that section.

4. Personal leave. No personal leave with pay will be granted during the first three months of employment. Leaves with pay, not exceeding three (3) days per employee year will be granted for personal use. Unused personal leave days are not cumulative. Employees are entitled to cash payments for any unused personal leave upon termination of employment.

5. Bereavement leave. Ten (10) bereavement days with pay may be taken for each instance of a significant loved one, may include spouse, parents, grandparents, children, grandchildren, siblings, domestic partner, uncles or aunts or persons for whom there is a deep and significant personal bond akin to the bond that often exists between family members.

6. Jury duty. Employees may take necessary leave for jury and grand jury duty, receiving regular salary, reduced for jury compensation. Employees must present court notices and pay stubs to receive such pay.

7. Paid family and medical leave. To help employees balance caregiver and work responsibilities, full time regular employees who have completed six (6) months employment with the ACLU of Maine are entitled to 60 days of paid family and medical leave during any 12 month period for one or more of the following reasons:

- the birth and care of a newborn child of the employee or of a domestic partner;
- placement with the employee of a child for adoption or foster care;
- to care for an immediate family member (spouse, domestic partner, child, or parent) with a serious health condition;
- the employee's own serious health condition.

Any family and medical leave taken by an employee during the preceding 12-month period will be used to determine the amount of available leave. Employees who have accrued vacation leave may choose to use such leave in combination with their family and medical leave to extend the total amount of leave time.

Employees seeking to use paid family and medical leave are required to provide 30-days advance notice when the need is foreseeable, or as soon as possible if the need is not foreseeable. Employees on paid family and medical leave will continue to be covered under all insurance plans at the employer's expense.

Paid Family and Medical Leave as provided by this section will run concurrently with protections provided by the Federal or State FMLA for eligible employees.

8. Unpaid medical leave (FMLA). An unpaid medical leave of absence may be granted after depletion of sick leave and paid family and medical leave for employees who qualify for FMLA leave. A request for unpaid medical leave must be in writing. The request for unpaid medical leave must state intent to return to work within a reasonable period of time after recovery. Holidays, vacation time, sick leave, and personal leave do not accrue during an unpaid medical leave. Arrangements may be made for a reduced work schedule during a medical leave. Employees on unpaid leave may continue health, dental and life insurance coverage at their own expense if such leave extends beyond one month and the insurance policy in effect allows such continuation. Seniority is retained.

9. Leaves of absence. Extended leaves of absence without pay may be granted for reasons other than illness. An extended leave may not exceed one year from the last day at work and a minimum of one year of regular employment is necessary for a long leave of absence to be approved. A request for such a leave must be in writing stating the reason for the leave and intention to return to work at a specified date. Employees on leave may continue health, dental and life insurance coverage at their own expense if such leave extends beyond one month and the insurance policy in effect allows such continuation. Seniority is retained. Holidays, vacation time, sick leave, and personal leave do not accrue during an unpaid leave of absence. Failure to return to work at the end of an approved leave of absence will be considered a resignation. Arrangement may be made for a reduced work schedule, if available, during an extended leave of absence.

10. Victims of Violence Leave. The ACLU of Maine will grant reasonable and necessary paid leave from work for eligible regular full-time and part-time employees who are victims of domestic violence, stalking, or sexual assault. Paid leave shall not exceed 15 calendar days per fiscal year. All other such leave will be unpaid, but employees may choose to utilize any accrued leave time. Leave will be granted for an employee to:

- prepare for and attend court proceedings;
- receive medical treatment or attend to medical treatment for a victim who is the employee's daughter, son, parent or spouse; or obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The leave must be needed because the employee or the employee's child, parent, grandparent or spouse is a victim of violence, assault, sexual assaults, stalking or any act that would support an order for protection. Employees will accrue vacation and sick leave benefits during such leave. As soon as the employee becomes aware of the need of a leave of absence, they must make a written request for leave from their supervisor. Management will engage with employees seeking victims of violence leave with a trauma informed response. The request must specify the

length of leave requested, the reason for the leave, and estimated dates of departure and return. The leave will be unpaid, but an employee may choose to utilize accrued leave time.

11. **Military Service Leave.** Employees who are members of the organized military reserves and who are required to perform field service will be granted paid reserve service leave, but not to exceed 15 calendar days per fiscal year. All other such military leave will be unpaid, but employees may choose to utilize any accrued leave time. If earned time is exhausted then the leave will be without pay. The employee is expected to return to work upon expiration of a military service leave consistent with Maine and/or Federal Law, or arrange an extension of a leave, granted at the discretion of the Executive Director. Sick leave will not continue to accrue during the leave unless the employee is using earned time. The ACLU of Maine will comply fully with the Uniformed Services Employment and Reemployment Rights Act, USERRA.

12. **Time-off records.** Employees will receive reports of available, used, and remaining sick leave and vacation time on an annual basis or upon request.

13. **Sabbaticals:** See MOU attached at Appendix B.

**ARTICLE 35. WAGES**

Salary Table.

<b>Categories</b>	<b>Positions</b>	<b>Minimum Starting Salary</b>	<b>Maximum Salary at 7 years with ACLU ME</b>	<b>Maximum Salary at 8+ years with ACLU ME</b>
Salaried positions which typically require highly specialized training or extensive experience or advanced education.	Chief Counsel, Staff Attorney, Public Policy Counsel	\$65,000	\$85,000	\$90,000

Salaried and support positions which do not typically require specialized training or experience or advanced education.	Office Manager, Digital Communication Strategist, Engagement Coordinator, Major Gifts Officer, Finance & Development Associate, Development Communications Strategist, Executive Assistant, Communications & Engagement Fellow*, Justice/ Legal Fellow	\$60,000	\$67,000	72,000
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**Longevity:** For employees who exceed eight (8) years of service, for each year over eight (8), employees are entitled to one-time bonus of two thousand dollars (\$2000) for each year over eight (8) years).

Wages.

<b>POSITION</b>	<b>SALARY ADJUSTMENTS FOR STAFF AS OF 4/1/21*</b>	<b>SALARY/WAGES – EFFECTIVE APRIL 1, 2022</b>	<b>SALARY/WAGES - EFFECTIVE APRIL 1, 2023 (3% increase)</b>	<b>SALARY/WAGES – EFFECTIVE APRIL 1, 2024 (3% increase)</b>
Chief Counsel	\$89,176.56	\$90,000.00**	\$90,000.00	\$90,000.00
Office Manager	\$57,944.05	\$60,551.53	\$62,368.08	\$64,239.12
Development and Finance Associate	\$54,205.61	\$60,000.00	\$61,800.00	\$63,654.00
Policy Counsel	\$69,493.46	\$72,620.67	\$74,799.29	\$77,043.26
Engagement Coordinator	-	\$60,000.00	\$61,800.00	\$63,654.00
Legal Fellow – two-year position	-	\$60,610.00	\$61,800.00	
Development Communications Strategist	-	\$60,000.00	\$61,800.00	\$63,654.00
Communications & Engagement Fellow – one-year position	-	\$60,000.00	-	

\*Salary adjustments with retro pay for existing employees as of April 1, 2021.

\*\*Maximum salary for this band.



Dated this 10<sup>th</sup> day of May, 2022, Portland, ME

ACLU OF MAINE



Jodi Nafsinger  
Board President

MAINE SERVICE EMPLOYEES  
ASSOCIATION, SEIU LOCAL 1989



Angela MacWhinnie