COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MAINE ORGANIC FARMERS AND GARDENERS' ASSOCIATION

AND

MAINE SERVICE EMPLOYEES' ASSOCIATION, SEIU LOCAL 1989

JANUARY 1, 2026 - DECEMBER 31, 2028

Table of Contents

PREAMBLE

This Collective Bargaining Agreement is made as of the 1st of January, 2026 by and between the Maine Organic Farmers and Gardeners Association (hereinafter referred to as “the Employer” or “MOFGA”) and the Maine Service Employees Association, SEIU Local 1989 (hereinafter referred to as “the Union" or "MSEA-SEIU”), each a “Party” and together the “Parties.”

ARTICLE 1 - RECOGNITION

MOFGA and MOFGA Certification Services ((MCS), collectively or individually, Employer, as applicable) hereby recognize the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for employees in the following bargaining units and positions:

MOFGA: Beginning Farmer Program Specialist; Buildings and Grounds Assistant; Common Ground Country Fair and Store Assistant; Climate Smart and Organic Transition Specialist; Community Engagement Coordinator; Content Creator and Editor; Data Systems Manager; Digital Media Specialist and Designer; Educational Programs Coordinator; Finance and Operations Coordinator; Grants Manager; Kitchen Manager and Food Liaison; Landscape Coordinator; Low Impact Forestry Specialist; Membership and Development Manager; Office Manager; Orchard Assistant; Organic Crop and Conservation Specialist; Organic Dairy and Livestock Specialist; Organic Marketing and Business Specialist; Public Policy Organizer

MCS: MCS Associate Director of Crops; MCS Certification and Quality Specialist; MCS Certification Specialist; MCS Material Review Specialist; MCS Operations and Administrative Assistant; MCS Staff Inspector

ARTICLE 2 - ACTING CAPACITY

An employee is in an acting capacity status only when assigned to cover another position for a period of more than thirty (30) consecutive calendar days 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 will be paid at a rate five percent (5%) higher than their current rate of pay in their regular position. An employee may not be placed in an acting capacity status without mutual agreement between management and the employee.

Employees will not be rotated in acting capacity for the purpose of avoiding payment of acting capacity pay. This Article will not be used in lieu of the proper processing of any request under the Job Descriptions Article or the filling of a vacancy pursuant to this Agreement.

ARTICLE 3 - APPEARANCE

Appearance requirements and enforcement shall not be biased based on gender, religion, or other protected characteristics or on economic class, and shall not restrict the right to wear clothing with a union insignia. Employees shall not wear clothing, jewelry, or accessories displaying profane or offensive statements or imagery or statements that could jeopardize MOFGA's tax-exempt status, including statements about political campaigns or candidates. The Employer shall not require employees to cover body art (such as but not limited to tattoos, piercings, scarification, body painting) unless it displays profane or offensive language or imagery. Employer trusts the discretion of the Employee to maintain personal hygiene and attire appropriate for the work being performed while representing Employer. Additionally, an Employee working for MOFGA Certification Services (MCS) must follow the dress code policy in the MCS Inspector Manual. Violation of the appearance requirements is grounds for corrective action.

ARTICLE 4 - BREAKS

Meals. Each employee who is scheduled to work six (6) hours or more per day shall be provided a thirty (30) minute paid meal period. The thirty (30) minute meal period shall be at or around the midpoint of the employees' work shift and coordinated with the employee's supervisor.

Rest. Due to the unpredictable nature of work, specific scheduling of rest breaks is not always possible. Employees are encouraged to take a paid fifteen (15) minute rest break when possible, during their workday.

Nursing. Parents who are nursing their child (up to three years old) will have adequate paid time (other than their meal break) to express milk or nurse their child depending on the needs of the parent/child and per a schedule that the employee has arranged with their supervisor and/or Human Resources, including if the employee is working an extended shift or at the Common Ground Country Fair. Such employees will be provided a clean location (other than a bathroom) to express milk in private with a door that locks and a secure way to store and refrigerate their breast milk.

ARTICLE 5 - COMMON GROUND COUNTRY FAIR

1. Shifts shall work as follows:
    a. Staff must sign up for shifts at the Common Ground Country Fair that total 20 hours during the Fair. Staff who are able to work more hours may choose to sign up for more than 20 hours in coordination with their supervisors. Employer has discretion to assign shifts to employees who register for fewer than 20 hours.
    b. Shifts may vary in length and will be posted with the following:
        i. what position or assignment is being covered
        ii. the shift shall include any prep time, check in time and clean up time involved in the assignment.
    c. If an employee has a personal circumstance that prevents them from working 20 hours on-site during the Fair, they will work with their supervisor to find

alternatives, including but not limited to, working shorter shifts, supporting the Fair remotely, or working to support the Fair for set up or clean up in the weeks before or after the Fair.

d. Staff who, due to illness or personal circumstances, cannot work all 20 hours shall not be disciplined and do not need to make up the time.

2. Lodging: Staff may stay overnight in MOFGA's buildings or by camping on the grounds.

3. Schedule Adjustments: All employees must plan their schedules with their supervisors and should strive for 40 hours in the pay periods including the Fair. Overtime for hourly employees must be scheduled in advance and worked only with authorization of supervisors. Salaried employees who are required by a supervisor to work more than 40 hours per week before, during, or after the Fair may use additional paid time off by the end of the calendar year based on the following formula: for every ten hours of work, they will accrue eight additional hours. These days will not roll over and will not be paid out in the event the employee ends their employment before the end of the calendar year.

4. MOFGA offices will be closed on the Friday after the Fair to ensure that employees have adequate rest.

ARTICLE 6 - CORRECTIVE ACTION

Employees are expected to meet reasonable standards of personal and professional conduct and to follow the Employer’s policies and procedures and the employee handbook, as well as any other applicable work rules, so long as any applicable policy, procedure, handbook, or rule does not conflict with any term or condition of this Agreement.

During the six months probationary employment period, the employee may be disciplined, discharged, or otherwise terminated. Alternatively, the employee may be required to complete successfully another 6-month probationary period, provided that no employee’s cumulative probationary period will exceed 12 months. Probationary employees’ discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

After successful completion of the probationary employment period, no employee shall be reprimanded in writing, suspended without pay, or discharged without just cause. When an employee is not meeting the Employer's expectations, the Employer provides opportunities for the employee to correct and improve performance. Supervisors are encouraged to coach employees and use formal/informal performance improvement plans with corrective feedback. While coaching and improvement plans are not discipline, lack of improvement after coaching or feedback may lead to discipline.

Corrective action steps and progressive discipline are: a verbal correction request; a written correction request; performance improvement plan; and discharge. Acts of gross misconduct or

gross negligence will subject the employee to an accelerated level in the Corrective Action Procedure up to and including Termination. Such acts include, but are not limited to, falsification of a record, theft, assault, proven instances of working under the influence of drugs (unless medically prescribed) or alcohol, negligence that causes a serious accident or injury while on duty, failure to report a vehicular accident that causes serious property damage or personal injury, willful destruction or damage to Employer's property, violence, dishonesty and intentional and serious violation of a regulatory or safety rule.

Paid Administrative Leave: In situations where Management determines that removal of an employee is warranted due to the nature of a reported incident or allegation, such employee will be placed on Paid Administrative Leave. At the conclusion of the investigation, Management will determine the corrective action, up to and including termination.

An employee shall have the right to have a Union representative accompany them to any meeting that could result in corrective action or progressive discipline and to participate in all steps of the process.

ARTICLE 7 - EQUITY, INCLUSION, DIVERSITY AND BELONGING

Employer and Union are equally committed to an inclusive workplace and neither will tolerate discrimination based on an employee's race, color, age, sex, sexual orientation or gender identity, familial status, religion, disability, ancestry, or national origin or legally protected characteristic. Moreover, the parties will embrace other unique characteristics of employees to foster and maintain a work environment that is fair to all employees and encourages mutual respect and an open exchange of diverse ideas and opinions from everyone's unique perspectives and backgrounds.

Any employee who has concerns about diversity or fairness at work or believes they have witnessed or experienced harassment or bullying at work should immediately report it to their supervisor or the Human Resources Director with or without the assistance of a Union representative. An employee who makes a report in good faith or participates in an investigation may not be retaliated against. Any employee found to have engaged in retaliation, discrimination, bullying, or harassment shall be subject to discipline, up to and including termination. An employee who believes they were treated differently or unfairly based on their legally protected characteristic may file a grievance unless they have filed a complaint with the Human Rights Commission.
Employees shall participate in annual training to inform them about the protections mentioned in this article and the employer's related policies. MOFGA and the Union shall work together to choose or develop this training.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

1. Grievance Procedure

a. Purpose - The purpose of this procedure is to secure, at the lowest possible level, solutions to problems that may arise from time to time affecting the meaning or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
b. Definitions
    i. A “grievance” shall mean a complaint by an employee alleging a violation of an express term of this Agreement.
    ii. A “Grievant” is the employee making the claim.
    iii. “Days” shall mean weekdays, Monday through Friday, excluding legal holidays.
c. Submission of Grievance
    i. Each formal grievance shall be submitted in writing on the form attached hereto as Appendix A. The formal grievance shall state the facts giving rise to the grievance, the specific contract provision(s) violated, and the remedy sought.
    ii. A grievance will be deemed waived unless submitted in writing fifteen (15) days after the event or condition constituting the alleged grievance or from the date the Grievant could reasonably be expected to have had knowledge of the incident giving rise to the grievance.
d. Informal Procedure - Before submitting a formal grievance, Grievant should first attempt to resolve the matter with their immediate supervisor. Any informal resolution shall be binding on the Grievant and Employer and shall not be inconsistent with the terms herein.
e. Formal Procedure
    i. Level One – Immediate Supervisor
        1. If a Grievant is not satisfied with the outcome of the informal procedure or has elected not to submit an informal grievance, they may present a formal grievance to their supervisor. A grievance will be deemed waived unless submitted in writing fifteen (15) days after the event or condition constituting the alleged grievance or from the date the Grievant could reasonably be expected to have had knowledge of the incident giving rise to the grievance. Grievances may be filed directly at Level Two if the Grievant’s immediate supervisor had no involvement in the action or decision giving rise to the grievance or when the grievance involves termination of employment.
        2. The supervisor/designee shall, within ten (10) days after receipt of the formal grievance, meet with the Grievant for the purpose of resolving the grievance. The supervisor shall, within ten (10) days after the meeting, render a decision and the reasons therefore, in

writing, to the Grievant, with a copy to the Union and the Director of Human Resources.

ii. Level Two – Human Resources Director/Designee

1. If the Grievant is not satisfied with the resolution at Level One, or if no answer is received, they may, within ten (10) days after the answer was due, appeal the grievance to the Director of Human Resources.
2. The Director of Human Resources/designee shall meet with the Grievant within ten (10) days of receipt of the grievance for the purpose of resolving the grievance.
3. The Director of Human Resources shall, within ten (10) days after the meeting, render a decision and the reasons therefore, in writing, to the Grievant, with a copy to the Union.

iii. Level Three – Executive Director/Designee

1. If the Grievant is not satisfied with the resolution of the grievance at Level Two, or if no answer is received, they may, within five (5) days after the answer was due, appeal the grievance to the Executive Director/designee.
2. The Executive Director/designee shall, within ten (10) days of receipt of the appeal, meet with the Grievant for the purpose of resolving the grievance.\
3. The Executive Director/designee shall issue their decision, in writing, with a copy to the Union President/designee within ten (10) days of the meeting.

iv. Level Four – Arbitration

1. If the grievance has not been satisfactorily resolved at Level Three, and the Union deems the grievance meritorious, the Union may submit the grievance to arbitration by submitting a notice for arbitration to the Director of Human Resources. The notice for arbitration shall be served through personal service or by registered or certified mail within thirty (30) days of the receipt of the Level Three decision.
2. Upon receipt by the Director of Human Resources of a demand for arbitration, the parties shall attempt to agree mutually upon an arbitrator. If unable to agree upon an arbitrator within ten (10) days of receipt of the notice for arbitration, the Union shall, within fifteen (15) days, submit the grievance to the American Arbitration Association (AAA) in accordance with the AAA rules then in effect.
3. The decision of the arbitrator shall be final and binding upon the parties, subject to judicial review as provided by statute, and shall be consistent with applicable law and this Agreement. The

arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except that each party shall bear the costs of preparing and presenting its own case.

4. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) business days after the submission of briefs, if any, and completion of the proceedings. The arbitrator shall be bound by the rules of the AAA that are applicable to labor relations arbitrations and that are in effect at the time of the arbitration.
5. The parties may choose to mediate a grievance prior to arbitration on a case by case basis.

2. General Provisions
    a. All of the time limits contained in this Article may be extended by mutual agreement of the parties, and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree in writing to bypass steps of the grievance procedure.
    b. Employer shall be responsible for scheduling all grievance meetings. For a grievance meeting during a Grievant's scheduled shift, they and the Union Steward or representative shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such regularly scheduled working hours; provided, however, that when such activities extend beyond scheduled working hours, such time shall not be considered time worked. Such release time shall not be construed to include preparation of paperwork, record-keeping, and/or conferences among Union officials for preparation for representation at a grievance meeting.
    c. Except as permitted above, the Union (Steward) shall not engage in investigating and/or processing grievances during working time unless Employer provides specific authorization to the Union.

ARTICLE 9 - HEALTH AND SAFETY

Employer is committed to providing all employees with a safe, healthy, and injury-free workplace.

Employees are expected to observe all of the Employer's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisors.

Any employee who believes an assignment would constitute a danger to their health and/or safety shall immediately contact their immediate supervisor, who shall assess the danger and, if

warranted, provide appropriate remedial measures. Any employee who, in good faith, believes an assignment presents an imminent danger of death or serious harm may request an alternative temporary assignment in their job classification when the condition is one that a reasonable person under the circumstances would conclude presents an imminent danger of death or serious harm to the employee and Employer has been notified of the situation and is unable to remediate.

Employer shall provide to all employees the appropriate equipment and necessary safety equipment to perform their duties. MOFGA shall provide appropriate health and safety training to employees, which shall be paid work time. The employee is responsible for using appropriate safety equipment when required and will contact their supervisor when safety supplies or equipment are depleted or in disrepair. The employer shall replenish or repair such supplies and equipment when notified.

Employer shall provide periodic workplace safety training concerning safety and health hazards, safe work practices, and procedures to eliminate or minimize hazards. Employer will determine such trainings, and the Union will have an opportunity to provide input.

Employer authorizes the presence and use of firearms and other weaponry on remote areas of campus by permit only and only for the purposes of pest control or hunting of game during state mandated times of year. The Buildings & Grounds Director has discretion on issuance of permits and notifies staff of when firearms and other weaponry will be used on campus, by whom, when, for what purpose, and when complete. To the extent possible Staff will be informed at least 24 hours in advance of weaponry being used on campus, unless there is an emergency need wherein staff will be informed with as much notice as possible. Staff may request to work remotely on days when firearms and other weaponry are being used on campus.

Employees shall immediately provide their supervisor with written reports documenting all incidents of their assault or harassment while conducting inspections. Staff who are concerned about inspecting certain operations shall communicate with their supervisor to make a plan to ensure they can safely do their job.
If an employee experiences a tragedy at work, they may notify their supervisor or human resources that they cannot work for the rest of the day and they will be excused without loss of pay or deduction of their paid leave. Any additional leave or modification of their duties must be approved by the executive director or human resources director.

ARTICLE 10 - HOURS AND WORK

Section 1: Definitions: Work Week: The work week begins at 12:00 a.m. Saturday and ends at 11:59 p.m. the following Friday.

Section 2: Workday: The standard workday shall be eight hours. Exempt salaried employees are considered professional employees who are responsible for working the hours necessary to accomplish their work. Employees must report their actual hours worked each day. Hourly employees may not work more than 40 hours in a workweek without advance approval from the supervisor. Employees will not accumulate compensatory time (comp time).

Section 3: Hourly Staff Overtime: Non-exempt hourly staff shall be paid at the rate of time and one half for each hour worked after forty (40) hours in a work week.

Section 4: Work Location: The Employer encourages employees to work from the organization's headquarters. Each employee (salaried or hourly) has one of the following workplace designations:

- Onsite - Employee has a consistent presence and carries out their workplan primarily at headquarters.
- Hybrid - Employee's workplan requires or allows for some work to be performed at the headquarters, at a remote location, or at home. Employer evaluates the extent of remote work based on the employee's position and assigned work. The supervisor and employee will mutually determine the extent of work performed from home based on the individual's position and assigned work. Some positions will have more flexibility than others.
- Remote - Employee works at a location outside of the Employer's headquarters. The Employer may designate a position as fully or mostly remote, with the expectation that the employee will live and work within driving proximity to the office unless their supervisor has approved otherwise. An employee in a position designated as "remote" will not be required to report regularly to the office and may have designated office space there. Both salaried and hourly employees may be approved for remote work. With advance notice by the Employer, employees approved to work remotely may have their remote work schedule modified or be required to attend in-person meetings or to work from the Employer's office when the Employer determines that working from the office or at events such as the Common Ground Country Fair is necessary. When travel to the office is necessary or required for a position specifically designated as "Remote", the Employer will reimburse the employee for mileage to and from their home.

Employer is not responsible for costs associated with initial setup of an employee's home office such as remodeling, furniture or lighting or repairs. Employer will provide appropriate office equipment and supplies necessary for successful completion of job responsibilities depending upon work arrangement.

All furniture and equipment paid for by the Employer is the property of the Employer, and it is the responsibility of the employee to return all equipment to the Employer's office upon separation from employment. If an employee fails to return Employer property upon separation of employment, the cost of the property may be deducted from the employee's final paycheck.

When working remotely, staff are required to work the same number of hours as they would in the office. They are also required generally to be available by phone and email during regular

business hours of 9:00 a.m. to 5:00 p.m. (except due to meetings, other work commitments or other arrangements are made with their supervisor).

Section 5: Schedule Adjustments: MOFGA strives to support its employees with a healthy work/life balance while recognizing that sometimes irregular hours are required and that some projects require a workday greater than 8 hours. Any adjustments require supervisor approval.

Short Term Schedule Adjustments: Employees may request to adjust their schedule for a particular day. Such adjustments may only occur in the current or subsequent payroll unless approved in advance by their supervisor.

Long term Schedule adjustments: Employees may request to adjust their schedule for particular workweeks (for example: 10 hour days/4 day week, working on weekends instead of weekdays. etc.).

Section 6: Severe Weather and Extraordinary Conditions: If, due to severe weather conditions or other extraordinary conditions, an employee is unable to commute to the office or place of work, the employee must contact their supervisor to let them know of intentions and report to work after the storm has cleared and ability to travel has improved. The following are representative examples of such circumstances but do not constitute an exhaustive list:

- Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities.
- Public utilities fail to supply electricity, water, or gas, or the public utilities or sewer system fails.
- The interruption of work is caused by severe conditions (fire, flood, hurricane, earthquake, etc.) or some other cause not within MOFGA's control.

Employees may plan to work at home, if possible, on days when inclement weather makes commuting to work dangerous. Alternatively, with approval of their supervisor employees may adjust their schedule for that week or use their accrued paid time off.

ARTICLE 11 - IMMIGRATION AND DOCUMENTATION

To ensure a safe and tolerant work environment for all employees, Employer agrees that managers and supervisors will only collect, document or share immigration information about employees, or update employee records, including verifying employment eligibility, as expressly required by law or mandated by a funding grant, or when voluntarily provided by the employee to preserve their work status.

Employees may request the presence of a Union representative during the verification and/or reverification process. Any employee who chooses to have a Union representative present during

such process understands and consents that the Union representative will then have knowledge of the employee's personal information.

ARTICLE 12 - IN SERVICE TRAINING

1. Orientation to New Positions and Departments: The Employer will provide adequate orientation and training for all new employees and those employees transferring into a new position and/or department. Adequate, for the purposes of this section, includes but is not limited to training on all assigned job duties and an evaluation of the employee's understanding and satisfactory performance of new tasks. The Employer will solicit and consider input of employees in establishing adequate orientation and training in each program. Employees and supervisors will be provided a checklist of training for their position. Supervisors will work with the employee to complete their training checklist.

2. Orientation: Any employee who is assigned to work at an event/program that they have not worked previously (or similar event) will undergo training and discuss preparation with their supervisor or an experienced staff member (i.e., a staff member who has previously conducted this program or a similar event).

3. Employee Personnel Policies: The Employer will maintain a current copy of the Employee Personnel Policies. Upon request, management will provide a printed copy of the Employee Personnel Policies.
4. Trainers. Training of new staff may be provided by current staff. The Employer shall provide support and training in order for trainers to build and maintain skills and to remain up-to-date with the materials on which they are providing within training. Train-the-trainer training shall be available to bargaining unit employees. Trainers shall be experienced staff, defined as staff who have completed their probationary period. When staff members are orienting or training another staff person they shall have access to structured training materials. The Employer shall make a plan in advance for adjustments in the schedule, workload, or staffing as needed to support an environment for effective training.

5. Ongoing Training: The Employer is committed to ongoing training. The Employer will work with staff and/or the Union to develop and implement more staff training opportunities for groups or individuals as time and resources permit. The training shall be on paid time.

ARTICLE 13 - INSURANCES

1. Medical – only Employees who are scheduled to work full time for at least 30 hours per week are eligible to participate in the Employer's group medical insurance plans. In 2026, MOFGA will pay $675.76 toward the monthly premium for any plan the

Employee chooses, and the Employee is responsible for any additional costs. In 2027 and 2028, MOFGA and Employees will split (*i.e.*, 50/50) any increase in monthly premiums for the lowest cost plan offered by MOFGA. An eligible Employee's spouse and dependents may join MOFGA's group plan, but the Employee is responsible for any additional costs for their coverage.

2. Dental and Vision Insurance: Employees who are scheduled to work full time for at least 30 hours per week are eligible to participate in MOFGA's dental and vision insurance plan and MOFGA will pay $39.20 toward their monthly premium. Part-time employees who are scheduled to work 20-29 hours per week are also eligible for this insurance, but the Employer's premium contribution will be prorated. Any eligible Employee's spouse and dependents may join MOFGA's group plan, but the Employee is responsible for any additional costs for their coverage.

3. Life Insurance: For each Employee who is scheduled to work for at least 20 hours per week, MOFGA will pay life insurance premiums for coverage up to their gross annual salary not to exceed a maximum coverage of $100,000.

4. Flexible Spending Account (FSA): Employees who are scheduled to work for at least 20 hours per week may contribute on a pre-tax basis to limited medical (dental and eye care) and childcare reimbursement account program. MOFGA does not contribute to these accounts.

5. Short Term Disability, Hospital Indemnity, Accident, and Cancer Insurance: Employees who are scheduled to work for at least 20 hours per week are eligible to contribute on a post-tax basis to an individual short-term disability, accident, hospital indemnity, or cancer protection plan. MOFGA does not contribute to the cost of such plan.

6. Seasonal and temporary employees and employees who are scheduled to work less than 20 hours per week are not eligible for any insurance coverage.

7. To ensure that MOFGA can continue to provide cost-effective insurance, MOFGA reserves the right to select the insurance plans, the plan design/benefits, the insurance providers, and if applicable, the plan administrators for its health, dental, life, and short-term and long-term disability insurance plans, provided they are substantially similar to benefit levels provided under the current plans. In the event of a change in health and dental insurance, similarity shall be determined by comparison of benefit coverage, deductibles, out-of-pocket expenses, and co-insurance under the current PPO health insurance plan and dental insurance plan. MOFGA will not make more substantive changes to the cost or available coverage options in insurance plans without mutual agreement. Any Health Insurance plans provided by MOFGA will include gender-affirming care, mental health coverage, and reproductive care.

8. Healthcare Plan Alternatives. MOFGA and the Union will explore options for alternative health insurance plans/providers that may bring savings, quality of care, and/or increases in coverage benefits, especially expanding mental health care access to MOFGA and its employees. Subject to mutual agreement, either party may request to reopen this healthcare provision of the contract to negotiate the health insurance plan/coverage.

ARTICLE 14 - JOB DESCRIPTIONS

The Employer will maintain current job descriptions for all bargaining unit jobs. Job descriptions must include a general description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions will be accessible to all employees and the union upon request.

The Employer must notify affected employees and the Union of any proposed changes to a job description at least twenty (20) days before the change is intended to take effect. Upon request, the parties will meet to discuss any changes in duties and bargain wage rates for the position. 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.

If the process for modifying a job description or work plan has not been followed, the employer will not assign work that is beyond the scope of an employee's job description for an extended period of time. If an employee believes the job description for their position is not current, or that they have been assigned to do a substantial amount of work on an ongoing basis that is not included in their current job description, they may request a review of the job description. This paragraph does not authorize the employee to refuse to do assigned work.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

1. Labor Management Committee. A Labor-Management Committee (LMC) will be established and will consist of three (3) persons appointed by the Employer and three (3) bargaining unit employees selected by MSEA. Committee membership may be expanded by mutual agreement of both parties, so long as the LMC maintains an equal ratio of bargaining unit members and persons appointed by the employer.

2. Purpose of Labor-Management Committee. The Labor-Management Committee functions as a collaborative space for discussion, information sharing and problem solving. The Labor-Management Committee's role is an advisory, rather than a decision-making one. Broadly its purpose is to:
    a. foster a positive and collaborative relationship between the parties leading to resolution of issues based on mutual respect and acknowledgement of each party's legitimate organizational interests, and

b. support and identify opportunities for collaboration and problem solving across the organization.

The committee may make suggestions for improvements in the annual employee evaluation process, employee relations, organizational structure, programs, and operations, including benefits and safety considerations (emergency preparedness, training/education, program evaluation and improvement, injury/incident reports, and other safety considerations).

3. If either Union or Employer members of the committee request to discuss a topic, it will be discussed. The committee will be provided quarterly reports by MOFGA management on matters of mutual concern as determined by the committee.

4. Committee meetings are unrelated to and not a substitute for the grievance procedure and the committee has no authority to engage in the grievance process, settle grievances, modify or waive any provisions of this Agreement or bargain regarding wages, hours, or other terms or conditions of employment.

5. Meetings will be scheduled quarterly at regular times established in advance to allow adequate time for scheduling regular duties. Additionally, the Committee may meet at any time by mutual agreement. Meetings will be held during regular working hours on Employer's premises or online, and without loss of pay to participating employees. Minutes will be kept; they must be reviewed and approved by the LMC. Approved minutes will be made available to the staff upon request.

ARTICLE 16 - LAYOFF, RECALL AND SENIORITY

A. Layoff - "Layoff" means the discontinuance of employment of any unit employee for financial or program reasons as determined by Employer. If Employer is contemplating a layoff, it shall provide the Union with thirty days' advance written notice of the layoff and its rationale including financial or other documentation supporting there may be a need for a layoff. The Employer shall meet with the Union to negotiate the structure of the layoff and alternatives to it. The meeting will be scheduled within five (5) days of the request. The Union and the Employer shall work in good faith to find mutually agreed alternatives to layoffs. If good faith efforts do not result in mutually agreeable alternatives, the layoff will proceed. An employee to be laid off shall receive at least thirty (30) calendar days' advance written notice or may be paid in lieu of such notice in Employer's sole discretion.

In the event of a layoff, the least senior employee(s) within the impact area shall be laid off, except that the least senior employee in the impact area may be retained and the next less

senior employee(s) laid off when the Director determines that the employees remaining in the impact area do not have the requisite skills, credentials/qualifications, training, and/or experience to provide the programs remaining. The impact areas will be each position listed in the Recognition Clause.

B. Recall - Employees who are laid off shall be placed on a recall list for twelve months from their date of layoff. In the event a vacancy exists within the impact area from which the employee was laid off, employees will be recalled to that vacant position by inverse order of layoff. Employees will be notified by email and US mail to their address on record. It is their responsibility to update their contact information. The employee must accept or reject the position within seven (7) days and report to work within fourteen (14) days of the notice date unless the Employer and the employee agree otherwise. An employee's recall and employment rights terminate if the employee rejects an equivalent job (similar work and rate of pay as the pre-layoff job). A full-time employee on layoff may elect to work in a part-time position without giving up the employee's recall rights.

C. Seniority - Seniority means continuous service in the bargaining unit starting from the most recent date of hire. Staff who are hired to work only part of a year shall maintain and accrue seniority throughout the months they are not scheduled to work.

Bargaining Unit Seniority shall only be forfeited when:

1. An employee voluntarily quits, retires, or transfers to a position outside the bargaining unit.
2. An employee is not recalled from layoff within the twelve (12) month recall period.
3. An employee fails to report back to work at the expiration of a leave of absence or extension thereof.
4. An employee is terminated with cause pursuant to this Agreement.

ARTICLE 17 - LEAVES

1. Vacation: Employees must identify planned vacation time in their annual work plans and obtain prior approval from their supervisors for any vacation time. Supervisors will approve vacation requests only after review of pending employee responsibilities, co-workers' vacation schedules, and the remainder of the employee's accrued vacation time.
    a. Year-round full-time and part-time employees who work at least 20 hours per week are eligible to accrue vacation at a rate of .077 per hour paid (not to exceed 80 hours per pay period). For full-time employees this is equivalent to 20 days of vacation per year. Accrued vacation may not exceed 160 hours (4 weeks or 20 days) at any time.

b. Vacation shall be entered into Employer's time and attendance system and verified on time sheets by the supervisor and employee.
c. An employee may request to use vacation before it has accrued, if needed. However, if the employee leaves employment before accruing the vacation, Employer will deduct such vacation from their final pay. Advance vacation is to be used only if approved by the Human Resources Director or the Executive Director.
d. Accrued vacation will carry over to the next calendar year, not to exceed 160 hours. Earned and unused vacation will be paid out upon termination of employment.

2. Holidays: MOFGA's office will be closed in observance of the following holidays:

    a. New Year's Day
    b. Martin Luther King Day
    c. Presidents' Day
    d. Patriot's Day
    e. May Day: International Workers' Day, May 1st
    f. Memorial Day
    g. Juneteenth
    h. Fourth of July
    i. Labor Day
    j. Indigenous People's Day
    k. Veterans Day
    l. Thanksgiving (Thursday and Friday)
    m. Christmas

    An employee may contact their supervisor and the Human Resources Director to request up to three (3) floating holidays in substitution for the official holidays listed above.

3. Summer and Winter Administrative Leave: MOFGA employees who work at least 20-hours per week year-round are eligible for a paid summer break during the week of July 4th and a paid winter break during the week of Christmas Day through January 1st. Some business-critical operations may be required and expected during this time, and employees in those operations may work with their supervisor to schedule the administrative leave during a different time. Seasonal and Temporary employees do not qualify for July and December closure pay.
4. Sick Leave: Sick leave will be used for illness or medical appointments for the employee or their immediate family. Immediate family shall be defined as: spouse, parents, grandparents, children (including a still birth), grandchildren, siblings, domestic partner, or persons for whom there is a deep and significant personal bond akin to the bond that

often exists between immediate family members. All employees are eligible for sick time accrual. Paid sick leave is accrued at the rate of .035 hours per hour worked (not to exceed 40 hours per week) from the date of employment and may accrue to a maximum of 480 hours. MOFGA may require an employee to provide a doctor's note for use of sick leave only if there is a pattern of abuse. There is no payout of unused sick leave.

5. Personal Leave: Year-round full-time employees and part-time employees working at least 20 hours per week are eligible for personal leave. Employees are granted 24 hours of personal leave per year, prorated based on work schedule. Personal time is to be used at the discretion of the employee. During the first year of employment, the personal leave granted will be prorated based on calendar year start date. Year-round part-time employees working less than 20 hours per week, seasonal employees, and temporary employees are not eligible for personal leave. Personal leave remaining unused on December 31st will roll over as sick leave in the following year, unless the employee has reached a maximum of 480 hours sick time, in which case the personal leave will be forfeited. There is no payout of unused personal leave.

6. Jury Duty. MOFGA will grant necessary time off for jury duty service, and will reimburse an employee for the difference between the jury duty pay and the employee's regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) business days. The employee must notify their supervisor within forty-eight (48) hours of receipt of the jury duty summons. The employee must present a statement of jury duty service and pay to their supervisor and the HR Director to receive jury duty pay.

7. Paid Family Medical Leave and Earned Paid Leave. Leave used per this Agreement will satisfy any legal obligation of the Employer to provide Earned Paid Leave or unpaid Family Medical Leave for the same absence. Paid leave per this Agreement will be used concurrently with unpaid leave available per law. There will be no accrual or payout of unused paid leave at any time, except as provided in this Agreement or as formally agreed by the parties. The Employer and employees will evenly split (*i.e.*, 50/50) any premium due under 26 M.R.S. Sect. 850-F or H.
8. Parental Leave. Year-round employees who work at least 20 hours per week are offered twelve (12) weeks (up to a total of 60 days within a 12 month period) of paid parental leave pro-rated based on their regular schedule. Parental leave is to be taken within a year of the first day of use, and is available for:
    a. birth and care of the newborn child of the employee; or
    b. placement with the employee of a child for adoption or foster care.

    Employees also may use accrued sick, vacation, and/or personal leave as parental leave after using all accrued parental leave with approval from their supervisor and the Human Resources Director or Executive Director. A request for Parental Leave must be in writing and be approved by the employee's Supervisor and the

Human Resources Director or Executive Director. The employee must state their intent to return to work within 12 weeks or less (or by a later date with their supervisor's approval). Under some circumstances, employees may take Parental Leave intermittently, or by reducing their normal weekly or daily work schedule. Leave is subject to the Supervisor's and the Human Resources Director's or Executive Director's approval and must conclude within twelve months of the birth or placement.

Employer will continue to provide medical insurance for the employee during the period of Parental Leave. The employee will be compensated per their regular pay schedule, and, if a paid holiday falls during the parental leave time, it will be paid and count towards the total paid days of the leave period. The employee will accrue vacation time and sick time while on Parental leave.

9. Unpaid Leave. An employee may request unpaid leave of absence for personal, medical, or other reasons if they have exhausted all of their accrued paid leave and vacation. The employee,-supervisor and Human Resources Director will ensure that responsibilities in the employee's job description are fulfilled during the proposed leave. Except in extenuating circumstances, this leave will be limited to four weeks per calendar year. Requests for this leave are subject to approval by the employee's supervisor and the Human Resources Director. The supervisor will hold the employee's position until their return, and the employee will retain their seniority. An employee who requests unpaid leave to attend to immigration related concerns may cash out vacation and personal leave at the beginning of their leave. The supervisor will hold the employee's position until their return, and the employee will retain their seniority.

10. Community Building Activities. With advance approval from their supervisors an employee may participate in MOFGA-mission aligned community building activities. Each employee is eligible for up to three days in a calendar year of paid MOFGA-mission aligned community building activity. Examples of such activities may include, but are not limited to, volunteering with Unity and Waldo County organizations, road corridor cleanup days, disaster relief fundraisers, or youth mentoring programs. The community building activity time will be paid at the employees' regular wages.

11. Military Leave
    a. Military Leave of Absence - An employee who serves in the US or Maine military may take leave without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. The employee may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. The employee must notify their supervisors and the Human Resources Director as soon as they are aware of the

dates they will be on duty to ensure coverage of responsibilities during the employee's absence.

b. Family Military Leave - An employee whose spouse, domestic partner, or child is called to military service expected to last longer than 180 days is entitled to up to 15 days of unpaid leave to spend time with their spouse, domestic partner, or child immediately before, during, or following deployment. To qualify for family military leave, the employee must have worked at least 1,250 hours during the 12 months immediately preceding the leave. The employee must inform their supervisor and the Human Resources Director at least 14 days before the date on which they intend to start the leave. The employee may use available accrued vacation or personal time during any part of the leave. The employee need not take the 15 days consecutively but must take the break immediately preceding deployment, during deployment, or immediately upon the spouse's, domestic partner's, or child's return from service. The employer may require certification from the proper military authority verifying that the employee's spouse, domestic partner, or child has been called to military service expected to last 180 days or longer. The employee is entitled to be returned to the position held when the leave began or to a position with equivalent pay, benefits, and employment terms unless business conditions have changed to make this impossible.

12. Paid Union Leave. The Employer shall provide the bargaining unit with a combined total of fifty six (56) hours each year, without loss of pay, to use for Union activities such as MSEA-SElU leadership activities, steward trainings, Union conferences, and other similar activities/trainings sanctioned by the Union. The Union shall provide the Human Resources Director at least thirty (30) calendar days' advance notice of planned union leave, and such leave shall be scheduled in a manner to minimize disruption to the Employer's programs.
13. Sabbatical. After the completion of seven continuous years of employment, and every subsequent completion of seven years onwards, an employee will be eligible for a paid sabbatical period. If an employee previously worked for MOFGA for at least 10 years in any capacity (not limited by hours/week), and then were not employed by MOFGA for a period of time, but returned to MOFGA in a new role, they would be eligible for sabbatical after 4 years in their current position. This sabbatical would be at the 7 year of service level (8 weeks of leave) noted below.
    a. Sabbatical length: MOFGA offers a tiered sabbatical benefit based on length of service:
        i. 8 weeks sabbatical leave after 7 years' service
        ii. 10 weeks sabbatical leave after 14 years' service
        iii. 12 weeks sabbatical leave after 21 years' service and subsequent sabbaticals.

        Sabbatical time cannot be split (i.e., it must be continuous). Sabbatical

time is not cumulative. The employer will strive to grant sabbaticals according to the employee's preferred time off but may require the employee to identify sabbatical time that minimizes disruption to MOFGA's programs and reserves the right to deny or postpone sabbaticals due to staffing coverage issues.

b. Eligibility: permanent, year-round employees with at least seven (7) years of continuous service of at least 20 hours per week at MOFGA may request a sabbatical. A Sabbatical is not available to an Employee while undergoing corrective action. The employer does not guarantee that a sabbatical can be taken during the first year of eligibility which may, therefore, delay the timing of the sabbatical to a later year. First-time sabbaticals will be prioritized based on longevity within the organization. Additional sabbaticals for an employee who has already taken one sabbatical will be scheduled as possible. Sabbaticals are available only for employees who are committed to returning to work at MOFGA for at least four (4) months. Unless they are unable to do so because of death or disability or if mutually agreed for another reason, an employee who does not work the full four (4) months will retain a pro-rated amount of their sabbatical benefits and return the balance to MOFGA. For example, an employee who works all four (4) months -keeps 100% of their benefit, whereas an employee who works two (2) months returns half of their benefit.
c. Application process: the employee must submit a formal application for sabbatical at least six (6) months in advance. The employee will draft a work plan with their supervisor to address how their position will be covered during their leave. Management takes into consideration other planned vacations and additional leave requests such as parental leave or extended personal leave, to ensure sufficient coverage of program activities. Final approval of a sabbatical is at the Executive Director’s discretion.
d. Focus: the primary focus for the sabbatical is restorative. With the exception of an emergency, as determined by the employee’s supervisor, human resources director and/or executive director, the employee will not perform any day-to-day functions of their job or generate specific work-product deliverables for the organization during the sabbatical.
e. Compensation and Benefits: full salary and benefits, in line with the employee's existing compensation package, will be paid during sabbatical. The employer will prorate pay during the sabbatical period based on the employee's current FTE at the time they begin the sabbatical. There is no cash value associated with the sabbatical – if an eligible employee does not take their sabbatical while employed they will forfeit it. The employer will not cover the costs of travel, professional development fees or other costs associated with the sabbatical. The employee must use all but one week of existing vacation balance toward their sabbatical. The employee will continue to accrue vacation time and sick time at established levels during their sabbatical, up to the maximum limits. To minimize hardship on

coworkers, the employee may not take vacation time within 4 weeks prior to or after a sabbatical.

f. Follow-up: upon return from sabbatical, the employee may share their reflections from their time on sabbatical in a verbal or written presentation at the staff meeting within 2-3 months of their return.

14. Bereavement Leave. For each death in the immediate family of a year-round full-time or part-time employee, the employee may use up to five days of paid bereavement leave. The employee may take additional time using their paid personal and sick leave as needed for the grieving process and funeral. The Employer may grant additional unpaid leave in extenuating circumstances surrounding the death of an immediate family member. Immediate family means spouse, parents, grandparents, children (including a still birth), grandchildren, siblings, domestic partner, or persons for whom there is a deep and significant personal bond akin to the bond that often exists between immediate family members. An employee may split the time they take in order to take time at the time of the death and use a portion later for a service/memorial or related matter. For pet bereavement, an employee may take one day of accrued leave. To take other paid or unpaid leave for bereavement, the employee must obtain prior approval from their supervisor. The supervisor reserves the right to require verification of the leave if investigating suspected abuse of leave.

ARTICLE 18 - MAINTAINING PROGRAMS AND JOB SECURITY

In view of its need to provide its services, the Employer may continue its practice of using supervisors, managers, directors, students, volunteers, interns, and other non-bargaining unit employees to help with the Common Ground Country Fair and any other aspects of its programs or services.

The Employer may continue to engage non-employees to carry out its mission. This shall not cause a layoff of employees in the bargaining unit.

The Employer agrees not to utilize AI, mechanization or technology in such a manner that may result in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees. The parties agree, however, that the employer may use technology, machines, or AI to perform work that current staff cannot do or to improve operational efficiencies.

From time to time, the Employer may partner, collaborate and/or contract with other organizations or individuals to provide services similar to those currently provided by Employer. Nothing in this Agreement is intended to interfere with or prevent Employer from engaging in these types of initiatives, and the terms of this Agreement shall not extend to the employees of

those organizations who are engaged in such activities. Employer's employees who are engaged in such activities shall remain covered by the terms of this Agreement. Such partnerships, collaborations, or contracts shall not result in the layoff of a bargaining unit employee. Contracting out of bargaining unit work shall not be for a duration of longer than twelve months without mutual agreement with the union. The parties agree that contracting does not mean the use of volunteers or temporary efforts to have work performed by current staff while trying to fill a position.

ARTICLE 19 - MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours, and working conditions not covered by this Agreement, the Employer agrees to make no changes without prior consultation or negotiation with the Union unless such change is made to comply with any laws, rules, regulations or within the rights of the employer as set forth in the management rights article.

ARTICLE 20 - MANAGEMENT RIGHTS

Except as expressly limited by the terms of this Agreement, Employer reserves the right to operate and manage its operations including, but not limited to:

- the right to manage and operate the Common Ground Country Fair and to direct employees and assign work;
- the right to determine the quality and quantity of work to be performed;
- the right to determine employee qualifications;
- the right to establish and require standards of performance and rules of conduct;
- the right to maintain discipline, order, and efficiency;
- the right to hire, transfer, and promote within the bargaining unit;
- the right to establish, promulgate, administer, and regulate policies, practices, methods, procedures, and conditions related to work standards, staffing, training, operations, and service;
- the right to determine the number and location of all facilities and activities of Employer and whether the whole or any part of its operations shall continue to operate;
- the right to reduce hours, lay off employees for lack of work or other reasons as may be required, and recall employees;
- the right to determine and predetermine job content and to establish, reduce, alter, combine, or discontinue any job classification, department, program, service, or portion thereof;
- the right to use the services of temporary and/or casual employees, volunteers, students, interns, supervisors, managers, and directors;
- the right to contract out services as may be deemed necessary;
- the right to discharge, suspend, or otherwise discipline employees for cause; and

- the right to determine the start and end of shifts, the time for meal and rest breaks, and the number of hours to be worked and to require overtime as may be necessary from time to time for the Employer's operations and/or its programs and services.

In the exercise of the foregoing rights of management, Employer agrees that it will not violate the specific provisions of this Agreement.

Employer has the right to promulgate and enforce at any time any reasonable written or verbal rules, regulations, or policies that it considers necessary for its safe, effective, and efficient operation, so long as they are not inconsistent with the specific terms of this Agreement and any related change in working conditions has been negotiated.

ARTICLE 21 - NO STRIKE, WORK STOPPAGE OR LOCKOUT

The Union agrees that it will not instigate, order, sanction, authorize, or tolerate strikes, walkouts, stoppages of work, sit-downs or slowdowns, or picketing. Neither the Union nor any officer, local Union representative, Union steward, or other agent, representative, or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, or participate in any violation of this Article.

The Union agrees that, in the event of any violation of Section A above, the Union, its officers, and other agents and representatives will use good faith efforts to cause such violations to cease and to cause work to resume fully.

Employees participating in any activity prohibited under this Article may be subject to immediate disciplinary action.

During the term of the Agreement, Employer agrees there shall be no lockout.

ARTICLE 22 - PERFORMANCE EVALUATIONS

The Parties trust that all staff are doing their best and that each employee should be recognized for their accomplishments with appreciative and constructive feedback. Annual evaluations will have consistent structure across the organization's departments and will include annual goals and training or support needs and opportunities. New hires shall be evaluated after their first ninety (90) days, at the end of orientation period, and annually thereafter. Evaluations shall be conducted by an employee's supervisor.

Employees shall have the opportunity to meet with their supervisor and receive a copy of the written evaluation before it is placed in their personnel file. 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 within fourteen (14) calendar days. All employees are expected to fully cooperate with all aspects of the performance evaluation process.

Performance evaluations are not considered discipline and are not subject to the Grievance and Arbitration provisions of this Agreement. The performance evaluation process and documentation shall be overseen by the Director of Human Resources to ensure every employee receives an annual evaluation.

ARTICLE 23 - PERSONNEL FILES

Personnel records, as defined by law, shall be maintained in a confidential manner, subject to review by an employee upon request. Workers shall receive a copy of any written reprimand which is placed in the worker's personnel file. If the employee disagrees with a disciplinary record in their file, they may add their written rebuttal to their file. The union may request personnel file records for the purposes of representation and grievance investigation.

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

Each staff member shall receive one hundred dollars ($100) each year for professional development and additional training. Professional development funds do not roll over year to year if unused. Professional development funds may be used for fees, tuition, travel, materials or other related expenses.

Department Professional Development: Each employee will work with their supervisor to develop an annual professional development Plan. Employees shall be eligible for funding, based upon availability of funds, from their department for tuition, course-related fees and other training related or required for their work within their department which will help improve or maintain their skills and improve the services provided by MOFGA/MCS. Funds shall also be available for fees related to maintaining professional license or certification including testing fees. Requests shall not be unreasonably denied and shall be allocated equitably. Prior approval for taking any such course shall have been obtained from the appointing authority and the employee shall have met the agency's requirements for satisfactory completion of the course. Each Department shall endeavor to allocate a reasonable amount of available funds in each fiscal year for such approved professional development.

Scheduling: Required training shall be on work time. Other approved professional development may be approved to take place during working hours.

ARTICLE 25 - REIMBURSEMENT

Employer will reimburse an employee who incurs approved expenses for the purchase of materials or meals as a requirement of their job. An employee may request advance payment to cover the cost of approved expenses or may request that expenses be paid directly by MOFGA via credit card or check request.

Employer will reimburse the employee the week following the request for reimbursement. To be approved, a request for reimbursement must be submitted within ten (10) business days of the end of the calendar/fiscal year of the expenses being incurred.

Specialized Work Gear and Clothing: An employee needing specialized work gear or clothing to do their job may submit a proposal for purchase of necessary items. To the extent possible, the employee and supervisor should anticipate necessary expenditures and include them in the program budget. Supervisors shall have discretion on allowable expenditures.

Mileage: When using a personal vehicle for work-related travel (between offices or job sites, or for client meetings, business errands, off-site training or conferences), Employer will reimburse employee for mileage, tolls and parking. Reimbursement rate is the Internal Revenue Service's standard mileage rate. Mileage is calculated from the location of the Employee’s assigned work location in the weekly schedule. Employees whose positions are classified as "remote" shall calculate mileage from their remote workplace location. Employees whose positions are classified as "hybrid" shall calculate mileage from either their remote workplace location or from the Employer's headquarters, whichever they are assigned to that day. Employees whose positions are classified as "onsite" shall calculate mileage from the Employer headquarters. Positions classified as “onsite” or “hybrid” are not eligible for mileage reimbursement when commuting to the Employer headquarters.

Communications and IT Support: An employee who needs a cell phone for their work may request a MOFGA-issued cell phone from their supervisor. Alternatively, an employee who needs a cell phone for their work and prefers to use their personal cell phone may request a monthly stipend of $30. An employee who works remotely may request a monthly internet stipend of $20. If reliable internet service is not available at the employee's home, the employee may request a MOFGA-issued hot spot.

Lodging and Meal Expenses: Employer reimburses employees for breakfast, lunch, and dinner expenses (excluding alcohol) incurred while traveling. Employees must submit receipts for food expenses. Employer pays a maximum of $15 for breakfast, $25 for lunch, and $50 for dinner. Employees may request advance payment to cover the cost of reasonable travel expenses, or may request that expenses be paid directly by MOFGA via credit card or check request.

Credentials: Employer will pay the cost in full for employees who need certification, licenses, or continuing education training to fulfill their work duties. Upon receiving final approval from the supervisor, the Employee may attend training, with all registration and related fees covered by the Employer. Employees will receive regular compensation when enrolled in or attending such events.

ARTICLE 26 – RETIREMENT

The employer provides employees access to an employer sponsored non-ERISA 403(b) retirement plan through TIAA. This plan is voluntary for employees and allows employees to contribute pre-tax money to their retirement through payroll deductions. The employee must enroll and manage their own specific retirement investments through TIAA. The plan through TIAA cannot accept employer contributions.

Subject to mutual agreement, either party may request to reopen this retirement provision to negotiate the implementation of a new retirement plan.

ARTICLE 27 - SEVERABILITY

Should any portion of this Agreement be voided or held unlawful or unenforceable by the National Labor Relations Board or any court of jurisdiction over the parties, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28 - STAFF PARTICIPATION AND RELATIONS

The Executive Director has the ultimate decision-making authority about hiring any employee. In hiring a director of a MOFGA program, the Executive Director will solicit input from one or more unit staff from that program. At least one bargaining unit member from a program in which a vacancy is to be filled will be invited to provide input during the hiring process and attend each round of candidate interviews, except the phone screening. MOFGA reserves the right to determine and adjust the hiring process for each position, including the number and conduct of interviews, which will be at the discretion of the hiring manager and the Director of Human Resources.

ARTICLE 29 - UNION ACCESS, ORIENTATION AND NEW EMPLOYEES

Employer will provide the Union with the name, home address, telephone number provided by the employee, position, work location, wage rate, and hire date for each newly hired bargaining unit employee. In addition, the Employer will provide the Union with the dates of any termination of such employees. The Union agrees that it will use this information only for Union

business and will use reasonable good faith efforts to protect employee privacy. The Union shall indemnify, defend, and hold harmless against all claims and suits that may arise as a result of Employer's furnishing such information to the Union.

Employer shall inform the Union of all new employee orientations and/or new hire meetings for the bargaining unit no less than five (5) workdays in advance and shall allow Union representatives thirty (30) minutes to present at any orientation and/or new hire meetings. Each new unit employee who does not attend an orientation or new hire meeting shall be allowed thirty (30) minutes of paid time within their first six (6) months of employment to meet with a representative of the Union.

Access To Premises: A Union representative shall have reasonable access to Employer's main office and meeting spaces as well as the grounds of the annual Common Ground Country Fair during or after working hours for the purpose of processing grievances, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's operations or any employee's work. The Union representative shall notify the Employer before entering the Employer's premises and will follow normal procedures to schedule the use of any room or meeting area.

Bulletin Boards: The Employer shall provide a reasonably-sized bulletin board for placement in the break room at each location or at a mutually acceptable location that is accessible to all employees at each location. Union representatives shall also have access to a google folder in the MOFGA drive where non-private and non-confidential notices and information can be posted and available to all staff. The bulletin board and google folder will be used exclusively for official Union notices.

Access To Meeting Spaces: When Not Required For MOFGA/MCS business, conference rooms or other suitable public meeting space will be available without cost for Union meetings related to the bargaining unit. Scheduling meeting rooms will occur through the normal facility scheduling process. Use of conference rooms and other meeting space will not be denied for such meetings unless rooms are unavailable when requested; however, if there is an unexpected business need for the room at the scheduled time of use, the Union agrees that MOFGA/MCS business has priority and the parties shall collaborate on rescheduling the Union's use of the meeting room. After hours use will be permitted.

ARTICLE 30 - UNION MEMBERSHIP

Employees in positions covered by this Agreement may become a dues-paying member of the Union or pay a service fee to the Union at any time, including during their first six (6) months of employment, by providing a written request to the Union. The Union is solely responsible for processing any change to membership status. The Union shall promptly notify the Employer of

any validly executed membership application or request to drop membership. Notification of membership status or change in status to the Employer shall not include a copy of the membership but will be sent as an emailed list. If the Employer receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to the Union for processing.

Checkoff. The Employer agrees to deduct from the pay of employees (who become dues-paying members of the Union, or choose to pay a service fee to the Union), who individually request in writing that such deductions be made and voluntary contributions to Political Action by Service Employees and Retirees ("PASER") of the Union and agrees to remit to the 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. A dues check-off authorization may be revoked by a bargaining unit employee by submitting a written revocation to the Union. No deduction that is prohibited by statute will be made. 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.

Income Protection Plan. Upon written authorization of any Employee covered by this Agreement, the Employer agrees to deduct for those Employees who wish to be covered by the Income Protection Plan provided by the Union. The amounts to be certified to the Employer by the Treasurer of the Union and the aggregate amount deducted shall be remitted to the Treasurer of the Union by the 15th of the month following said deduction. The Employer shall submit Income Protection deductions to the Treasurer of the Union in a check separate from the dues check outlined in this Article.

The Employer shall remit to the Union at 5 Community Drive, Augusta, Maine (or electronically) all deductions of dues and voluntary contributions made from the wages of employees, together with a list of all employees from whom dues or voluntary contributions 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) an employee's revocation of the "check-off' authorization in accordance with the terms in this Article 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 31 - VACANCIES AND JOB POSTINGS

Notice of vacancies for all positions in the bargaining unit shall be posted clearly with an appropriate description of the position and made available to all MOFGA/MCS staff for a minimum of ten (10) working days prior to filling the position. The employer may advertise the position externally while posting internally. For the purposes of this Article, a vacancy exists when a new position is created or when MOFGA/MCS determines that a vacant position caused by an employee's severance needs to be filled. If the top candidates are internal applicants and equally qualified, the more senior candidate will be offered the position.

ARTICLE 32 - WAGES

1. Beginning January 1, 2026, all employees shall be paid their wages as mutually determined by the parties.

2. On January 1, 2027 each employee's 2026 wages will increase by 2.0%, or they shall be paid the MIT calculated living wage as of January 1, 2027, whichever is greater.

3. On January 1, 2028, each employee's 2027 wages will increase by 2.0%, or they shall be paid the MIT calculated living wage as of January 1, 2028, whichever is greater.

4. Newly hired Employees will be paid at least $23.22 per hour or the MIT calculated living wage as of January 1 of the year they are hired, whichever is greater, and may be credited for experience and paid more, provided that their wages do not exceed those of employees who have the same or greater experience.

5. If during the term of the Agreement MOFGA has additional funding or resources, the parties shall meet and negotiate additional wage increases.

ARTICLE 33 - DURATION

This Agreement shall be effective starting January 1, 2026 and shall remain in effect through December 31, 2028. This Agreement cannot be altered, amended, modified, or waived unless executed in writing between the parties.

Maine Organic Farmers and Gardeners' Association

By: _____

Date: _____

Maine Service Employees' Association, SEIU Local 1989

By: _____

Date: _____

Appendix A: Grievance Form

Maine Service Employees Association, SEIU Local 1989 Grievance Form
for Bargaining Unit Employees of Maine Organic Farmers and Gardeners Association (MOFGA)
and
MOFGA Certification Services, LLC (MCS)

Name of Grievant Employee: _____

_____

Grievant' s Job Title: _____

_____

Grievant' s Immediate Supervisor/Program Director: _____

_____

Statement of Grievance: Grievant should state facts giving rise to grievance, include the date(s) of occurrence, and specify contract articles allegedly violated.

_____

_____

_____

_____

_____

_____

Adjustment Sought: _____

_____

_____

_____

I authorize the Union to act for me in the disposition of this grievance and authorize the employer to release any information requested by the Union regarding this grievance.

I elect to proceed without Union representation.

Signature of Grievant Employee _____ Date _____

Date Presented to Employer Representative: _____

Name of Employer Representative: _____

Employer Representative's Job Title: _____

Level of Grievance: 1 2 3 4

Disposition of Grievance: _____

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Signature of Employer Representative _____ Date _____