COLLECTIVE BARGAINING AGREEMENT
Between
MaineHealth
and
Maine Service Employees Association, SEIU Local 1989

May 20th, 2025 to Jan 8th, 2028

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ARTICLE 1
RECOGNITION

MaineHealth (hereinafter called the “Employer”) recognizes Maine Service Employees Association, Local 1989 (hereinafter called the “Union”) as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment of employees included in the unit in Case No. 01-RC-316755 certified by the Regional Director of the National Labor Relations Board on June 30, 2023 and described as, “All full-time, part-time and per diem Interpreters employed by the Employer at its Portland and southern Maine facilities; but excluding Managerial employees, confidential employees, guards and supervisors as defined by the Act.”

ARTICLE 2
BARGAINING UNIT LIST

Upon request, and not more than once per month, Maine Health shall furnish to MSEA-SEIU an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, the employee's name, agreed-upon unique identifier, home mailing address (including street, city/town, state, and zip code), job title, wage rate, date of hire, work location, home phone, work phone, and work email address. MSEA-SEIU shall indemnify, defend, and hold harmless against all claims and suits that may arise as a result of Maine Health's furnishing such listing and file to MSEA-SEIU.

Maine Health and MSEA-SEIU will use technology available to each party for the purpose of transmitting and receiving the aforementioned electronic data in the most efficient and secure manner possible. MSEA-SEIU Information Technology staff will work with Maine Health on file format and transfer protocols.

ARTICLE 3
BARGAINING UNIT WORK BY SUPERVISORS

Supervisors may share in the duties currently assigned to Interpreters provided it does not result in the layoff of a bargaining unit employee, the loss of a bargaining unit position, or permanent reduction in the hours of regular employees.
While there may be utilization of agency and contracted out services, the Employer and the Union will work together to promote and build the reputation, utilization and respect for interpreter services, including but not limited to promoting the use of MaineHealth staff interpretation.

ARTICLE 4
BREAKS

Section 1. Meal Periods

Each employee shall be entitled to a 30-minute unpaid meal period for each shift of more than six (6) consecutive hours.

Employees shall have the option to arrange the time for their meal periods among themselves, in coordination with their supervisor or manager, in a way that ensures continuity of patient care or other work responsibilities. If a non-exempt employee must work during the meal period to attend to patient needs (including travel between the assignments), the employee shall indicate so and no deduction for the 30-minute period will be made.

Section 2. Rest Periods

Each employee will be entitled to a 15-minute paid period for each shift of more than eight (8) consecutive hours and an additional 15-minute paid period for a ten (10) hour shift.

Employees who wish to combine an unpaid meal period with a paid rest period may do so if they have requested and received advance approval of a supervisor or a manager.

Section 3. Nursing Parents

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

1. Provide reasonable break time, according to the needs of the nursing parent, to express breast milk for their nursing child;
2. Provide a clean room or other location, other than a bathroom, where the employee may express breast milk in privacy; and
3. Provide pay for the break time under this Article if the employee is not completely relieved from duty.

B. The break time described in Section 3(A) above may coincide with the employee's regular break periods.

C. The Employer will not retaliate or discriminate against an employee who exercises their rights under this Section.

ARTICLE 5
DEFINITION OF EMPLOYEES

Section 1 - Unless otherwise stated to the contrary, "employee" means an employee in the bargaining unit set forth in Article # 1 who is covered by the Agreement.

Section 2 - An introductory or probationary employee is an employee who has not yet completed six (6) months of active and continuous employment with the Employer. An introductory employee may be disciplined, up to and including termination, without recourse to the grievance/ arbitration procedure in this Agreement. An introductory employee shall have all other rights under this Agreement unless otherwise specified. An employee's introductory period may be extended by mutual agreement of the Employer and the Union.

Section 3 - A regular full-time employee is one who is regularly scheduled to work 32 hours or more per week.

Section 4 - A regular part-time employee is one who is regularly scheduled to work less than 32 but 20 or more hours a week.

Section 5 – A "per-diem employee" is one who is not regularly scheduled to work particular shifts and/or employees who have the right to refuse assignments when offered. Per diem employees are not eligible for any benefits under this Agreement, including insurance benefits, unless otherwise expressly stated in this Agreement or otherwise provided by law. To maintain per diem status, the employee must work a minimum of three (3) interpreter assignments every three (3) months, which may be modified on case-by-case basis by mutual agreement. Completing other work of phone or video interpretation or translation shall constitute an assignment for the purposes of meeting the minimum required assignments.

Section 6 – An employee who concurrently holds a permanent supervisory or managerial position within MaineHealth is excluded from the bargaining unit and shall have no rights or privileges under the terms of this Agreement.

ARTICLE 6
DISCHARGE AND DISCIPLINE

Section 1. Just Cause

Employees (except for employees in their probationary period) will not be disciplined, including discharge, except for just cause.

Section 2. Progressive Discipline

Progressive discipline (verbal warning, written warning, final written warning, and discharge) will be used to remedy performance concerns or misconduct. At the discretion of the Employer, a level of discipline may be repeated rather than progressing to the next level of discipline. Gross misconduct (by way of example: attempts to knowingly defraud or mislead, falsification of records, violation of law, deliberate theft from anyone, serious insubordination, being under

the influence of drugs or alcohol, deliberate or reckless breach of patient confidentiality (e.g., Level 5 infraction), significant risks to operations or the safety or well-being of oneself or others) will constitute just cause for immediate termination of employment without prior progressive discipline. Acts such as poor performance or minor acts of negligence are not considered gross misconduct.

In the application of progressive discipline, discipline should be considered in the context of the employee's work history, with the understanding that the significance of a prior disciplinary action should bear less weight in proportion to the passage of time, and the more serious the offense, the longer it will have an effect on future discipline.

Section 3. Weingarten Rights

An employee called to an investigatory interview will have the right to request the attendance of a union steward or union representative.

Section 4. Written Notice

A. The Employer will give written notice to any employee who is disciplined, including discharge, setting forth a summary of the reasons for such action.

B. The Employer will provide notice of disciplinary discharges to the Union within five (5) days after taking such action.

Section 5. Reinstatement

If, during an investigation, an employee is not permitted to work and upon conclusion of the investigation the employee is neither discharged nor suspended, the employee will be reimbursed the appropriate amount of hourly base pay, and any applicable premium or differential, lost for any regularly scheduled hours missed due to the period of investigation..

ARTICLE 7
DURATION AND RENEWAL

This Agreement will be effective from the date of ratification May and will remain in full force and effect until January 8, 2028, and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other not less than 90 nor more than 120 days prior to January 8, 2028, or prior to December 31 of any year thereafter.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. Scope

A. The term "grievance" shall be construed to mean a dispute, controversy, or difference arising as to the meaning, application, or operation of any provision of this Agreement. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

B. The term "day" shall mean calendar day.

C. Neither the Union nor the Employer will reprimand, discriminate, or threaten any Interpreter because of their use of or participation in this procedure as the Union local representatives or as a participant or witness.

D. A grievance under this Article shall contain the name or names of employees aggrieved (unless it is or if a class-action grievance, a list of the employees aggrieved), the date the violation is alleged to have occurred, the contract provision(s) alleged to have been violated, a description of the event giving rise to the alleged grievance, and the remedy requested.

Section 2. Time Limits

If a grievance is not submitted or appealed in writing by the Union to the Employer within the time limits set forth in this Article, the grievance shall be considered null and void.

Section 3. Extension of Time Limits

By written mutual agreement the Parties may extend the time limits in any of the steps listed in this Article. Failure of the Employer to respond within the applicable time limits set forth in this Article shall constitute a denial of the grievance.

Section 4. Informal Discussion and Procedure

The grievant and/or the grievant’s Union representative and the grievant’s Manager and/or Director shall attempt to arrive at a fair and equitable resolution of disputes prior to the filing of a grievance. If this is not successful, the grievance shall be submitted in accordance with the following procedure:

Step 1. Within fourteen (14) days after the occurrence of the event(s) giving rise to the grievance, or from the date the grievant knew or reasonably should have known of the incident, whichever comes first, the Union shall submit a written grievance to the Manager. If the grievance involves a back pay claim, the Employer’s financial responsibility will be limited to fourteen (14) days after the occurrence of the event but will resume upon the filing of the grievance. The grievance will be processed, and a written decision rendered within ten (10) days of receipt of the grievance.

Step 2. If the Union is not satisfied with the Step 1 decision, the Union shall submit a written appeal to the grievant's Director within ten (10) days of the Step 1 decision or the expiration of the response deadline. The Director or designee shall meet with the grievant and/or a representative of the Union within ten (10) days of the appeal to discuss the grievance and will submit a written decision to the grievance to the Union within ten (10) days of such meeting.

Step 3. If the Union is not satisfied with the Step 2 decision, the Union shall submit a written appeal to the Director of Human Resources within ten (10) days of the Step 2 decision or the expiration of the response deadline. The Director of Human Resources (or designee) shall meet with the grievant and/or a representative of the Union within ten (10) days of the appeal to discuss the grievance and will submit a written decision to the Union within ten (10) days of such meeting.

Employer representatives and Union representatives may process grievances through Step 3 during normal business hours. The schedule of such grievance meetings will be mutually agreed upon by the Union and Employer representatives.

The Union may invite one additional representative to attend a meeting at any level of the grievance procedure for training purposes.

Section 5. Accelerated Grievance Procedure for Terminations

Grievances arising from the termination of an Interpreter shall be initiated at Step 3 within twenty (20) days after the date of termination.

Section 6. Appeal

If the Union is not satisfied with the Employer's Step 3 decision, it may be appealed to arbitration by the Union by serving a written notice on the Employer and American Arbitration Association ("AAA") within thirty-five (35) days of the Employer's Step 3 decision. If, however, the grievance is not appealed to arbitration by the Union within this period, the grievance shall be considered barred. Only the Union shall have the right to invoke this arbitration procedure.

Section 7. Arbitrator Selection and Jurisdiction

An arbitrator shall be selected in accordance with the voluntary arbitration rules of the AAA.

The jurisdiction and authority of the arbitrator of the grievance and their opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or to hear the merits of any grievance that does not qualify as a grievance subject to the arbitration provision that is set forth in this Article. The arbitrator shall not hear or decide more than one grievance at any one time without the mutual consent of the Employer and the Union. The award of the arbitrator shall be in writing and shall be final and binding on the Union, the Employer, and the

Interpreters. Nothing in this paragraph shall prevent an arbitrator, in a proper case and after mitigation, from providing for reinstatement, back pay and/or payment of lost benefits.

Section 8. Confidentiality of Patients/Clients. The parties agree that confidentiality of medical information and patient privacy will be maintained throughout the grievance and arbitration process, and all documents or testimony will be redacted to preserve confidentiality and privacy.

Section 9. Arbitration Expenses

Arbitrator fees and costs, including the cost of a hearing location, 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.

Section 10. Location

All arbitrations under this Article shall take place within the city limits of the City of Portland, Maine, or other location that is mutually agreeable to the Parties.

Section 11. Expenses of Witnesses

Witnesses called by the Employer shall be reimbursed by the Employer for any loss of normal working time; witnesses called by the Union will be reimbursed by the Union for any loss of normal working time.

The Employer will cooperate in attempting to arrange schedule changes, where practicable, for necessary witnesses in the arbitration provided the Union gives the Employer at least seven (7) days' notice of the name of such witnesses.

Section 12. Mediation

At any point during the grievance and arbitration process, the parties may mutually agree to submit their dispute to mediation either through FMCS or a mediator selected by the parties. Should the parties agree to mediation, any changes to the time deadlines set forth in this Articles must be in writing and signed by both parties in order to take effect.

ARTICLE 9
HEALTH AND SAFETY

Section 1. General

The Employer 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. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be in effect. Each Interpreter has the obligation to comply with the Maine Health's safety and health standards, policies, laws and regulations.

Any employee who believes an assignment would constitute a danger to the health and/or safety of the employee 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 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 MaineHealth has been notified of the situation and is unable to remediate.

Section 2. Protocols and Personal Protective Equipment

The Employer shall continue to provide personal protective equipment ("PPE") based on the type and nature of the disease and/or contagion. Personal protective equipment shall continue to meet state, local, and federal requirements.

Section 3. Training and Education

The Employer shall provide training and education, at least annually, for all Interpreters who may be exposed to patients, their body fluids, or other potentially infected materials. Training and education shall include, but not be limited to, instructions on the donning and doffing of personal protective equipment, facility exposure control plans, and other programs related to infectious diseases. There will be additional training and education as needed based on new conditions relating to infectious diseases.

Section 4. Medical Services and Sick Time

Recognizing that bargaining unit Interpreters risk exposure to communicable disease in the ordinary course of performing their duties, the Employer agrees to continue to provide reasonable preventive measures to safeguard the health and welfare of all bargaining unit Interpreters. The Employer agrees to provide each bargaining unit Interpreter, at the Employer's expense, prompt testing in the event a bargaining unit Interpreter reasonably believes they have been exposed to a communicable or contagious disease in the workplace consistent with Employer process for non-bargaining unit employees. Such testing must be performed at Employee Health if available, or such other location designated by the Employer.

Section 5. Workplace Violence

The Employer shall continue to take reasonable steps within its control to protect Interpreters from assault, verbal abuse, or physical harm on Employer premises**,** including:

1. At each Interpreter’s request, and at no cost to the Interpreter, provide an identification badge without the Interpreter’s last name, unless required for accreditation or by law;
2. Provide all Interpreter’s training that includes how to prevent and safely handle aggressive behavior; and
3. For Interpreters who are physically injured as a result of a patient or visitor assault, credit back any PTO they had to use to cover any resulting missed time for work that was not covered by workers’ compensation during the first seven (7) calendar days after the assault.

ARTICLE 10

HOURS AND WORK SCHEDULES

Section 1. Full- and Part-Time Schedules. Regular employees will not be regularly scheduled to work more or fewer hours a week than is established for the employee's position in their hire letter absent mutual agreement between the Employer and the employee. Regular employees' scheduled shifts will not be changed without mutual agreement. The Employer will endeavor to assign work equitably among regular employees.

1. Scheduled Shifts – Scheduled shifts are defined periods of time for the purpose of providing interpretation or staff training as well as administrative work as time allows. Scheduled shifts will be for four or more hours, unless mutually agreed to by management and the interpreter.
2. Administrative work – Administrative work may be worked within or outside a scheduled shift and is defined as the time spent in departmental meetings, trainings, orientations, completing paperwork, reviewing work emails, department projects, or other similar activities. Employees, including Per Diem Interpreters, doing administrative work who are not on a scheduled shift are paid for their actual hours worked.

Section 2. Work Week. The work week will begin at 12:00am on Sunday and end exactly seven days later at 11:59pm on Saturday. All employees are paid on a bi-weekly basis. Each paycheck includes earnings for all work performed in the two-week pay period. Employee pay will be distributed by direct deposit into the employee's bank account. Employees will report all time worked in a timely manner to be included within the correct pay period (by end of week).

Section 3. Overtime. Overtime is paid at time and a half for time after 40 hours worked in a work week. Employees who have worked a 40-hour work week but wish to pick up additional hours may do so with management approval. Management reserves the right to limit the number of overtime hours worked.

If an employee has two positions in MaineHealth, overtime accrued is charged to all positions as a pro-rated % of the total hours worked.

Section 4. On-Call Availability

1. Qualified employees may sign up for On-Call Interpreting shifts, outside office hours or on the weekend. Staff wanting to be called outside their normal schedule should communicate their interest to the Interpreter Services Manager to be added to the On-Call Roster. Should there not be enough volunteers to fulfill coverage needs, regular staff may be required to rotate to provide coverage; however, not more than one weekend every two months/six times a year.

With prior management approval and within their language, staff may swap both voluntary and mandatory On-Call coverage shifts and may split a weekend shift with another spoken

language interpreter. Exceptions to mandatory rotation may be made for employees if required as a reasonable accommodation under state or federal law or if an employee who was hired prior to the start of this Agreement can demonstrate personal undue hardship.

2. Full- or Part-Time employees should not accept a 3rd shift On-Call Shift (extending after 11:00pm) if scheduled to work the 1st shift the following day. However, a full- or part-time employee may be called after 11:00 pm if there is:
    1. Clinical need for an on-site interpreter vs. remote interpreter (phone/video);
    2. Other resources have been exhausted (e.g., per-diem staff); or
    3. The FTE is not scheduled the following day for a clinically acute appointment that requires an on-site interpreter and would have negative patient safety consequences if an on-site Interpreter was not available to staff the appointment (examples: MRI with contrast, surgery, nuclear medicine, CAT Scan, RADCU, cardiac stress test, etc.).

When in doubt regarding this triage, the Dispatcher should contact the ICCS Manager.

3. When alerted to an after-hours interpreting need and employees who are on call (Section 5) unavailable, Dispatchers will contact the entire On-Call language group to offer the assignment. Employees should respond promptly (within 30 minutes) or the assignment may be given to a vendor. The parties agree that, in an emergency, patient needs will be taken into consideration.
4. An employee who is working as a weekend dispatcher will hand off dispatcher duties to a weekend back up dispatcher if required to cover in-person interpreter appointments in their language.

Section 5. Special Pay for Call and Call Response.

1. Call Pay: Employees will receive $4.05 per hour. Employees are not required to remain on designated premises, but they must remain available by telephone (or other means, such as radio page) to respond immediately to requests for services within 15 minutes, to prevent the interruption of essential services.
2. Call-Response Pay: Paid when an employee On Call is required to physically report to the facility and does so within the required timeframe (generally within 60 minutes). Call-Response Pay is paid at a rate of time and a half of the regular rate for time worked, excluding normal commuting travel time, or for two hours, whichever is greater. Employees already receiving overtime at time and half will not receive call-response pay.
3. Remote Call Response Pay: Paid for time responding via phone or email. Paid at regular rate and for time worked.
4. Short Notice Requests approved by Management: Employees who are not scheduled or otherwise On Call and work pursuant to an urgent, immediate request approved by

Management will be paid one and a half times their rate of pay for a minimum of two hours.

1. Short Notice Coverage is limited to requests in which interpretive services are needed within 24 hours or the following calendar day and on-call Interpreters are unavailable to accept the assignment.
2. Regular Interpreters may accept Short Notice Coverage assignments if it will not result in overtime pay unless with manager approval.
3. Once assigned, Short Notice Coverage assignments may not be cancelled though they may be modified by mutual agreement.
4. Assignments per this Article will be broadcast to all Interpreters in the requested language group who are available to accept the assignment.
5. Unless there is prior management approval, Interpreters will not accept the short notice assignment if acceptance of the assignment will result in the Interpreter (regular and per diem) working more than 40 hours in a week or having more than ~~one~~ two short-notice assignments in one day.

Section 6. Per Diem "Block" Shifts. Block shifts are defined periods of time for the purpose of providing interpretation or staff training as well as administrative work as time allows.

A. Available block shifts of four or more hours at regular rate (with evening/night/ weekend, holiday, and education differentials) will be posted two-weeks in advance and all language groups are eligible; however, additional block shifts may be added as necessary based on patient needs.

B. If a block shift is cancelled and the Interpreter is not given other assignments/ work (as determined by the manager), the scheduled Interpreter will receive the full pay for it. If an Interpreter and Management agree an Interpreter may punch in late/early and in such an instance will receive pay for time worked.

C. Interpreters may cover a portion of a Block Shift or accept individual appointments that do not qualify as Short Notice Coverage with mutual agreement of management and the Interpreter.

ARTICLE 11
INSURANCE AND RETIREMENT

Section 1. Health Insurance

1. Full-time and Part-time employees are eligible to receive health insurance benefits, including medical, dental, and vision, in accordance with the terms of the Employer's benefit plan as it shall from time-to-time provide. Any changes in health insurance benefits or its terms and/or conditions (including employee contribution levels) will

be made applicable on the same terms, conditions and costs offered to other employees of the Employer not within the bargaining unit.

2. If a law or regulation is passed or amended that requires the MaineHealth to provide or to contribute to the cost of insurance benefits or programs that are comparably equal to or better than any of the insurance benefits or programs covered in this Article, then MaineHealth will notify the Union and the redundant insurance benefits or programs will cease.
3. It is understood that MaineHealth does not operate the health insurance program outlined in this Article, but maintains policies or contracts with third parties to administer the program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article titled "Grievance and Arbitration Procedure."

Section 2. Retirement Benefits

1. Bargaining unit employees shall be eligible to participate in the MaineHealth's 403(b) plan on the same terms and conditions as they are offered to other MaineHealth employees not within a bargaining unit. Any modifications to or elimination of all or part of retirement benefits will be made applicable on the same basis as they are applied to other non-bargaining unit employees.
2. It is understood that MaineHealth does not operate the 403(b) plan outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to the Article titled "Grievance and Arbitration Procedure."

Section 3. Other Benefits

Interpreters will be offered access to all other employee insured benefits (e.g., disability benefits) on the same terms, conditions, and cost as offered to the other employees of the Employer who are not in the bargaining unit.

ARTICLE 12
JOB DESCRIPTIONS

Section 1. The Employer will maintain job descriptions that are current for each bargaining unit position and will provide the Union with a description for each bargaining unit classification,

upon request. Job descriptions will include a description of the responsibilities, required skills, and minimum qualifications for the position.

Section 2. If the Employer creates a new classification within the bargaining unit or substantially changes the requirements, responsibilities and duties of an existing classification, the Employer will provide written notice to the Union at least thirty (30) calendar days prior to the implementation of the new or revised position. At the Union's request, the parties will meet to bargain wage rates as well as any other impacts of the changes.

Section 3. 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. Nothing in this Article precludes mutual agreement on accommodations, light duty, or temporary work due to an emergency (e.g., pandemic).

Section 4. Recruitment. Not more than twice per year and at the request of the Employer and/or the Union, a workgroup of 3 bargaining unit members and the Employer will meet to discuss upcoming recruitment opportunities and training/orientation.

ARTICLE 13

JOB POSTING AND HIRING

Section 1. Bargaining unit vacancies will be posted and made available for a minimum of seven (7) days prior to interviewing the position or posting externally. The vacancies will be posted on the Employer's online career website and will include the date and a summary of the position.

Section 2. Interested internal applicants will follow the application process outlined on the career website.

Section 3. In filling the vacant position from a pool of qualified applicants, the Employer will select a successful candidate after a review of skills, professional competency, abilities, performance, and history of documented discipline. Where skills, professional competency, abilities, performance, and history of documented discipline are patently equal among two qualified applicants, the current employee with the greatest seniority as defined by the article titled "Union Seniority" will be selected.

ARTICLE 14

LAYOFF AND RECALL

Section 1. Layoff

The Employer, in its sole discretion, shall determine whether a lay ff is necessary and the number of positions to be laid off from job titles, assignments, and shifts. The Employer will notify the

Union and affected employees no fewer than ten (10) days before the layoff takes effect. At the Union's request, the Employer will meet with the Union to discuss the layoff.

Layoff notices will explain the affected employee's options. The notice will identify the date of the layoff and the reason for the layoff.

Layoffs will be made in the following order provided the remaining employees have the necessary languages, job-related certifications, availability, and qualifications needed for the operation of the department:

1. Introductory Employees by reverse bargaining unit seniority;
2. Per Diems working fewer than an average of 20 hours per week within the past six (6) months;
3. All other Per Diems by reverse seniority;
4. Part-time employees, by reverse bargaining unit seniority;
5. Full-time employees, by reverse bargaining unit seniority.

The employees who remain will be required to work as scheduled by the Employer so that the Employer's staffing patterns and needs are fully met.

Employees who are unqualified or unavailable for the positions that will exist will be laid off regardless of seniority.

Section 2. Recall and Seniority Rights During Layoff.

An employee who has been laid off has protected seniority for a period of twelve (12) consecutive months following the effective layoff date.

For up to 12 months after the effective layoff date, restoration of hours or recall from layoff will be in reverse order of seniority, provided the employees have the necessary language, job- related certification and/or training necessary for operation of the department.

Recall notifications will be by certified trackable mail at the employee's last known address and by telephone contact. The employee must respond to the written notice and/or the notice by telephone within seven (7) calendar days. If the employee does not respond, the employee will be removed from the recall list. It is the employee's obligation to keep the Employer advised of changes in residential and mailing address and phone number. When recalled, the employee will return to work within twenty-one (21) calendar days after the date of mailing of the certified letter and the direct telephone contact, whichever is later. The parties agree that these timeframes may be extended for reasonable cause.

A regular full -time employee who is given a part-time or per diem position in lieu of layoff retains recall rights/ for the twelve-month period.

Section 3. Severance Benefit

Interpreters who are laid off will be eligible for the same severance benefit applicable to non-bargaining unit employees on the same terms and conditions as defined in the MaineHealth Employee Transition Policy as in effect as of ratification of this Agreement.

ARTICLE 15

LEAVES OF ABSENCE

Section I. Jury Duty and Witness Pay

Regular full-time and regular part-time employees are eligible for MaineHealth's jury duty benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's non-bargaining unit personnel in Maine.

Interpreters who are subpoenaed or who appear as a witness on behalf of MaineHealth are considered to be working and will be paid their base rate of pay plus any applicable shift differential during the time they are required to be away from their normal duties. For per diem interpreters, these hours will be considered hours worked for the purposes of calculating overtime.

Employees subpoenaed to appear as a witness in litigation unrelated to their MaineHealth employment may be given reasonable time off for such attendance without pay unless the employee chooses to use Paid Time Off (PTO).

Section 2. Military Leave

Regular full-time and regular part-time employees are eligible for MaineHealth's military leave benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's non-bargaining unit personnel in Maine.

Section 3. Maine Family Sick Leave Law

Regular full-time and regular part-time employees are eligible for MaineHealth's Maine Family Sick Leave benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's non-bargaining unit personnel in Maine.

Section 4. Leaves of Absences

Regular full-time and regular part-time employees are eligible for MaineHealth's FMLA, Personal, Educational and Disaster Response leaves of absence benefits on the same terms and conditions, and for so long as, are offered to the Employer's non-bargaining unit personnel in Maine. Regular full-time and regular part-time employees are eligible for any other leaves of absence benefits available now or established during the life of the CBA on the same terms and conditions, and for so long as, are offered to the Employer's non-bargaining unit personnel in Maine.

Section 5. Bereavement Leave

Eligibility and the processes/or approval and payment are defined by MaineHealth's Bereavement Leave Policy.

Regular full-time and regular part-time employees are eligible for one regular scheduled week of paid bereavement leave to handle matters related to the death, the funeral services and grieving.

"Immediate family" includes the employee's spouse, domestic partner, parents (including step-parents, foster parents, and domestic partner's parents), grandparents, siblings, children (including pregnancy loss), children of a domestic partner, step-children, adopted children, children for whom the care team member has parenting responsibilities, a relative who resides with the employee and any individual whose close association with a covered individual is the equivalent of a family relationship. In-laws of the same type are included.

If additional time away from work is needed, the employee may request to take any additional time as PTO or leave without pay through their manager. An employee may split the time in full day increments in order to take time at the time of the death and use a portion later when the service/memorial is not held near the time of death.

Section 6. Immigration Leave

The Employer will allow employees time off to attend their immigration hearing(s) or their naturalization ceremony. If the employee does not have PTO available, the Employer will grant unpaid time or, if available, a temporary change in schedule or shifts.

Section 7. Parental Leave

Per the terms of the MaineHealth Paid Parental Leave Policy, eligible employees may take up to four (4) weeks of paid parental leave within 16 weeks of birth or legal adoption, one time within a rolling 12-month period. Paid parental leave may only be taken in weekly increments based on scheduled hours. Eligibility and the process for approval and payment is defined by the MaineHealth Paid Parental Leave Policy.

ARTICLE 16
LEGALITY/STABILITY OF AGREEMENT

Section 1 – Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the provision so affected will be stricken from this Agreement, but all other provisions will continue to be in full force and effect.

Section 2 - No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the parties unless made and executed in writing by the parties.

Section 3 – In the event of any conflict between an economic benefit named in the Agreement and any practice with respect to such economic benefit, the terms of the Agreement shall control.

Section 4 – This Agreement will bind the Parties and their successors and assigns.

ARTICLE 17

MANAGEMENT RIGHTS

Section 1. The Employer retains the exclusive right to manage the business, to direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following:

The right 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 of MaineHealth 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 so long as it does not result in the layoff of a bargaining unit employee; the right to contract out services; 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 operations of the Employer and/or its programs and services.

The rights and waivers herein shall extend beyond the expiration of this Agreement until a successor agreement is reached.

Section 2. Should a specific provision of this Agreement directly conflict with, modify or restrict an enumerated right under this Article; the specific provision of the Agreement shall prevail over the enumerated right. In the exercise of the foregoing rights of management, the Employer agrees that it will not violate the specific provisions of this Agreement.

ARTICLE 18
NON-DISCRIMINATION

Section 1. The Employer and the Union agree that no employee covered by this Agreement shall be discriminated against on the basis of race, sex, disability, national origin, ancestry, marital status, age, religion, sexual orientation, gender identity or expression, citizenship, veteran status, or the membership or non-membership in and/or activity on behalf of the Union.

Section 2. The Union and Employer share a commitment to the legal rights of all individuals in the workplace and agree to work together on issues of reasonable accommodation due to disability or religion.

Section 3. Immigration

A. The Employer agrees to only reveal records for verification of employment eligibility when required by law, mandated by a funding grant, or voluntarily provided by the employee to preserve their work status.

B. The Employer agrees that it will allow employees to provide, and will accept for inspection, original documents of identity or work authorization of the employee's choosing as noted among the list of acceptable documents on Form I-9 (Employment Eligibility Verification) to establish that the individual has received a change of name or Social Security Number. Upon inspection, the Employer will use such information for U.S. immigration law compliance purposes and take appropriate actions required under U.S. immigration law.

C. Employees who have satisfied their initial I-9 verification upon hire may request the presence of a union representative during a subsequent verification/or reverification process.

ARTICLE 19

NO STRIKE, NO LOCKOUT

Section 1. During the life of this Agreement, or any written extension thereof, the Union, its officers, agents and members, and any employee covered by this Agreement will not directly or indirectly, condone, ratify, assist, encourage, cause, engage in or authorize any strike, sit-down, sit-in, walkout, sick out, mass absenteeism, slow down, sympathy strike, cessation or similar stoppages of work, refusing to cross a picket line (except where there is a reasonable fear of serious bodily harm), or picketing of any kind, or in any similar way interfere with or interrupt MaineHealth's operations for any reason.

Section 2. The Union, its officers, officials, and agents, shall immediately take every reasonable and prompt measure to prevent and stop any acts described in Section 1 of this Article. The Union will advise MaineHealth in writing that such action by the employees has not been called or sanctioned by the Union. In such cases, the Union will notify employees of its disapproval of such action and instruct such employees to cease the action(s) above and return to work immediately.

Section 3. During the life of this Agreement, or any written mutual extension thereof, MaineHealth will not lock out the employees.

Section 4. An employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline up to and including discharge.

ARTICLE 20

PAID TIME OFF

Section 1. Accrual Rates and Caps

1. **Full and Part-Time**

Full-time and part-time Interpreters will earn Paid Time Off ("PTO") on all regular hours paid by MaineHealth up to the Interpreter's FTE (e.g., 24 hours, 36 hours), not including benefit payments such as short-term disability or long-term disability. PTO is accrued on a biweekly basis

Years of Service	Accrual Eligibility*	Maximum Accrual*
0-4 years	26 days/208 hours	312 hours
5-9 years	30 days/240 hours	360 hours
10-19 years	35 days/280 hours	420 hours
20 + years	40 days/320 hours	480 hours

*Annual Eligibility and Max Accrual hours listed are based on full-time staff and will be prorated for part-time staff

Employees must use accrued PTO during any absence from work, including observed holidays and supplementing STD benefit payments, except:

- When they are sent home due to low patient volume or business closing
- When on approved Short Term Disability and have requested through UNUM to save one week of PTO following the two week elimination period.

PTO is paid at the Interpreter's regular straight-time hourly rate.

2. **Per Diem Employees**

Per diem Interpreters accrue .025 hours of PTO/Maine Earned Paid Leave per hour worked up to a maximum of 40 hours, which may be used once they have been employed for 120 or more days. EPL is not eligible for “cash out” under Section 4 of this Article. EPL will continue to be able to be used as it currently within the department as a form of PTO and is not exclusively for use as sick time.

Section 2. Holidays

The following days are recognized holidays for the purposes of this Agreement:
New Years Day*
M.L.K Day
President’s Day
Patriots’ Day
Memorial Day
Juneteenth
4th of July
Labor Day
Veterans’ Day
Thanksgiving*
Christmas*

* Denotes major holiday

Interpreters who work on a holiday will be paid at 1.5 X the hourly rate for holidays classified as Major, and $1.75 per hour for holidays classified as Minor.

Section 3. Requesting Time Off

Except as described below, Interpreters may request PTO at any time during the current calendar year for incidental needs as they arise. Requests must be made in writing. Subject to the department’s operating requirements, these requests will be approved on a first come, first served basis. To the extent practicable and consistent with the needs of the department, in the event of conflicting requests, seniority will be the tiebreaker. Once approved, time off cannot be rescinded in favor of more senior employees. Requests for use of PTO shall not be unreasonably denied.

In the event of emergency or illness, an interpreter shall provide as much notice as they are able to their supervisor that they need to call out and can use their PTO time to cover the time missed from work.

Section 4. Cash-Out Provision

Annually, hourly employees are eligible to cash out up to the value of 2 weeks of accrued but unused PTO, based on the employee's weekly scheduled hours. At a minimum, employees are required to maintain a balance of one week of PTO following the cash-out.

An election period will be held at the end of each calendar year, during which time employees will have the opportunity to make an irrevocable election to cash out PTO hours. At the time of the election, the employee also chooses the cash-out date options: the following July or December, or an even split between the two. At the time of the PTO Cash Out, eligibility and available PTO will be reviewed prior to processing the employee’s election. If there are insufficient hours available to cover an election, the employee will receive only the balance of elected PTO Cash Out available at that time.

If an employee is no longer eligible for the PTO Cash Out due to a change in status at the time of the cash out, their request will not be processed. The PTO Cash Out will be based on the current base rate of pay at the time of the payout. The PTO Cash Out will be paid in a regular check taxed separately from regular earnings.

Section 5. Unpaid Time Off

Regular employees may be approved to take unpaid time off consistent with MaineHealth’s Personal Leave Policy.

ARTICLE 21
PERFORMANCE EVALUATIONS

The Employer will perform regular performance evaluations to provide constructive feedback to employees to enable them to perform satisfactorily and to plan for training and skills development. The Employer will endeavor to provide written performance evaluations to the employee once per year. The Employer may provide feedback more often to encourage the employee's growth and awareness. Employees will be informed of any changes to review tools and/or process.

The employee's supervisor will discuss the evaluation with the employee, provide the employee with a copy of it, and give the employee an opportunity to make written comments as part of the evaluation process. Evaluations that identify areas of improvement or desired skill development will also identify the support to be provided in order for the employee to progress, if applicable. Evaluations will not be used in place of discipline, but an employee may also be subject to discipline for performance issues raised in an evaluation.

ARTICLE 22
PERSONNEL RECORDS

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

Before placing any formal documentation that is evaluative, disciplinary or that reflects negatively on an employee into a bargaining unit employee 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 ten days of a written request. The Employer will make a bargaining unit 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 Employer will make a reasonable effort to provide copies of requested information from personnel records prior to any meeting where such information is relevant.

Article 23
PROFESSIONAL DEVELOPMENT

Section 1 - Internal Staff Meetings/Seminars/Training

When meetings, seminars or training are provided by the Employer for staff and attendance is required, employees will be paid for expenses in accordance with the Employee Travel Expense Reimbursement Policy (7/1/2024) and all hours spent at the meeting/seminar/training. Per Diem employees may be eligible to have expenses reimbursed and pay for time spent at conferences approved in advance by the Employer (e.g., Paving the Way Conference).

Section 2 – Tuition Assistance

The Employer will provide reimbursement for tuition and mandatory course-related fees to employees on the same terms and conditions as generally offered to other employees as amended time to time in the sole discretion of the Employer. Regular employees will be reimbursed for core CEUs required to maintain their medical interpreter certification (CHI, CMI, Core-CHI-P) with prior approval. Per Diem staff may be reimbursed for up to one hundred ($100.00) dollars for courses required to maintain their medical interpreter certification, with prior approval.

Section 3 – Newly Hired Interpreter Training

The Employer will provide adequate orientation and training for all newly hired interpreters that will include a description of assigned job duties, a checklist for training and orientation to

facilities and department, and an evaluation of the interpreter's understanding and performance of assigned tasks. The Employer will consider input from interpreters in developing or modifying newly hired interpreter training.

Each new-hired Interpreter will be assigned a trained and experienced Interpreter who will be available to see patients with the newly-hired Interpreter in the initial learning and evaluation period. In advance, both employees will receive expectations for the learning and evaluation period. Training and support may include workshops, training guides or similar. Interpreters assigned as trainers will also receive a copy of training checklists and evaluation materials provided to the person they are training.

ARTICLE 24
REIMBURSEMENTS AND DISCOUNTS

Section 1. Bargaining unit employees will continue to receive all other discounts and reimbursements on the same terms, conditions, and amounts as offered to the non-bargaining unit employees of the Employer, including but not limited to reimbursement for mileage (while using the employee's own vehicle), tolls, and parking fees.

Section 2. Should the Employer change the parking policy or a facility institutes parking fees, the parties will meet, at the union's request, to bargain cost and any impacts of the changes.

ARTICLE 25
SENIORITY

Section 1. Definition of Seniority

The Employer recognizes two types of seniority for bargaining unit employees: (1) system seniority; and (2) bargaining unit seniority. "System seniority" is based on the employee's length of continuous service within MaineHealth and may be used for calculating certain benefit eligibility or accruals. "Bargaining unit seniority" is based on the length of continuous service in bargaining unit positions covered by this Agreement. For the purposes of this Agreement, unless otherwise explicitly stated, the term "seniority" shall refer to bargaining unit seniority.

If two or more employees have the same seniority date, then the decision of who has the most seniority for an open position, pending layoff or any other application of their seniority, will be determined by the employee's system seniority. If two or more employees have the same bargaining unit seniority date and the same system seniority date, then the employee who has the earliest sequential employee ID number will be considered the most senior.

Section 2. Breaks in Seniority.

Seniority is terminated if the employee:

(a) Voluntarily terminates;

(b) Is discharged for cause;

(c) Is released during the Introductory Period or any extension thereof;

(d) Transfers to a non-bargaining unit position;

(e) Is laid-off and is not recalled, or declines recall; or

(f) Fails to return to work at the conclusion of an approved leave of absence.

Section 3. For purposes of this Agreement, an employee whose seniority has terminated as above and who is subsequently rehired into the bargaining unit within two years will not lose previously credited seniority but will not earn seniority during the time outside the bargaining unit, except as set forth in Section 4.

Section 4. Employees will continue to earn seniority during the following periods:

(a) Leaves of absences protected by federal or state law;

(b) Employees returned from service from a recall list subsequent to a layoff.

ARTICLE 26
TELEHEALTH AND TECHNOLOGY

Where opportunities for telehealth and video/telephone interpretation exist, Interpreters will be eligible for assignments, including during regularly scheduled and block shifts. Interpreters will be provided with appropriate training on telehealth systems, technology, and protocols for video/ phone appointments. As the availability of video and phone interpretation is developed, Interpreters and Management will meet to discuss structures, standards, expectations, and best practices, including but not limited to reasonable breaks and ability to take telephone/video assignments within shifts.

As the use of technology evolves, Management will seek input from interpreters into any changes that would substantially impact the way Interpreters perform their roles, including but not limited to standards and equipment for remote interpreting assignments.

If Management uses a pilot for telehealth and technology, it will first seek and utilize volunteers to pilot video and phone interpretation. If there are not enough volunteers, the parties will meet to establish a fair system for staff piloting video and phone interpretation.

ARTICLE 27
UNION BUSINESS

Section 1 – Union Leave

Bargaining Unit employees, as a whole, may use a total of six (6) union leave days each year, without 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 the Employer at least thirty (30) calendar days' advance notice, and such leave shall be scheduled in a manner to minimize disruption to interpretive services.

Section 2 -- Stewards
The Union will notify MaineHealth of its two (2) Union Stewards who are authorized to deal with the Employer in the adjustment of any problems arising out of this Agreement. The Labor Representative of the local unit shall notify the Director of Human Resources in writing of said steward designation and authority and any change in either. Steward activities will be conducted during non-working hours. If the Employer feels this provision is being abused, it will notify the Union and the Union will be given an opportunity to correct such abuses.

Section 3 – Bulletin Board
The Employer shall provide one bulletin board that may be utilized by the Union for the posting of notices regarding official Union matters related to issues directly affecting employees. The bulletin board shall be located at the Interpreter and Cross Cultural Services at 106 Gilman Street offices in the breakroom. Only Union representatives or stewards are permitted to place notices on the bulletin board. Notices containing offensive content or political endorsements of candidates shall not be posted. Any notice that contains other political content will include a disclaimer that the content is the view of the Union and not necessarily of the Employer or employees. Union notices shall not be posted at any other location within MaineHealth; however, this does not restrict nurses in a different bargaining unit from posting on their bulletin boards consistent with their collective bargaining agreement and policy. The bulletin board shall remain the property of the Employer.

Section 4 -- Union Representatives
With as much notice to the Director of Human Resources as possible, duly authorized Union Representatives (non-MaineHealth employees) may visit the office of Interpreter and Cross Cultural Services at reasonable times during business hours for the purpose of conferring with MaineHealth representatives or with individual Interpreters on non-work time at reasonable times during business hours, so long as the Union Representative's presence does not interfere with or disrupt the proper performance of the Interpreter's duties or the operation of the department. In the event the Union Representative has a legitimate reason to visit a location (e.g., Maine Medical Center or other facilities) that is not the ICCS office, the Union Representative shall prearrange the location and timing of the visit with the Director of Human Resources or their designee.

Union Representatives may also enter facilities where interpreters work and members of the general public are allowed (e.g., cafeteria) for the purpose of conferring with interpreters during non-working time so long as it does not interfere with the interpreter's duties or the operation of

the facility. In this situation, the Union Representative shall comply with security and visitor protocol for that facility.

ARTICLE 28

UNION ORIENTATION

The Employer shall inform MSEA-SEIU of all new hires into the bargaining unit. Each new employee shall be allowed half (.5) hour of paid work time within their first three (3) months of employment to meet with a representative employed by MSEA-SEIU, as long as the meeting has been pre-arranged with a supervisor.

ARTICLE 29

UNION SECURITY

Section 1 – Membership. Each bargaining unit employee will become a dues-paying member of the Union or pay an agency fee to the union by the sixtieth (60th) day of employment or the commencement of this agreement, whichever is later. If an employee's primary job location is in a location where union security clauses are not permitted by law, the provisions of this Section will not apply to that employee. The Union is solely responsible for processing any change to membership status. The Union will notify the Employer of any validly executed membership application or request to drop membership. The Employer will forward membership applications or requests to drop membership received from employees to the Union for processing.

The Union determines the amount dues to be charged to members consistent with both applicable law and this Article and certifies to the Employer the amount. At least thirty (30) days in advance, the Union's treasurer or designee will notify the Employer of any change in the amounts to be deducted.

Section 2 – Checkoff. The Employer agrees to deduct membership dues, agency fees and/or voluntary contributions to Political Action by Service Employees and Retirees ("PASER") from the pay of those members who individually request in writing that such deductions be made. Such authorization shall be transmitted electronically by an authorized representative of MSEA-SEIU to MaineHealth.

The Employer will remit to the Union at 5 Community Drive, Augusta, Maine, (or electronically) all deductions of dues made from the wages of employees, together with a list of all employees from whom dues have been deducted. The Employer is relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a job other than one covered by this Agreement, (c) lay-off from work, (d) a leave of absence or disability, or (e) revocation of the "check-off" authorization in accordance with its terms or with applicable law.

No dues will be made from Workers' Compensation benefits or from any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor will deductions be made from subsequent payrolls to retroactively cover prior periods.

If an employee who has deductions for dues or fees is permanently transferred to a position outside the bargaining unit and is no longer a bargaining unit employee, it is the employee's responsibility to notify the Union in writing to end the deduction.

Disputes between the Union and an employee regarding underpayment or overpayment of union dues or agency service fees will be resolved between the employee and the union.

Section 3 -- Indemnification. The Employer is not liable for the remittance or payment of any sum other than actual deductions made from wages of employees. The Union shall indemnify, defend, reimburse, and hold MaineHealth and its directors, officers, and employees, in their individual, official, and professional capacities, 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 MaineHealth, the Union, an employee, or any third party for the purposes of complying with this Article.

ARTICLE 30
WAGES AND DIFFERENTIALS

Section 1. Wages

a. Minimum Starting Rates: For the duration of the Agreement, the minimum starting rate will be as stated in the Appendix A. The employer may hire new employees above the minimum rate, but not at a wage rate higher than that paid to current employees in the same job classification with equal applicable experience, education and certification.

b. Effective the first payroll date that takes place after ratification of this Agreement, employees (per diem and regular) will receive the rate in Appendix based on their years of verified medical interpreting experience (at MaineHealth or at other employers) or will remain at their current rate if that rate is higher than the rate for their years of experience in Appendix A. Employees who do not receive at least a 2% increase as a result of alignment with Appendix A will receive a one-time lump sum bonus per the following calculation: $1.25 x (regular hours in the prior 12 months).

c. During the term of the Collective Bargaining Agreement, Interpreters that become certified (i.e., CHI, CMI, or CoreCHI-P) for their language shall be moved to the Certified pay rate based on their years of experience set forth in Appendix A in the next payroll period following submission of certification proof and will be eligible for any subsequent general wage increase as a Certified Spoken Language Interpreter.

Section 2. General Wage Increases

Thereafter, bargaining unit employees who have completed their introductory period will

receive general wage increases to their base hourly rate on the following dates:

Effective Date	**1/10/2026**	**1/9/2027**
Spoken Language Interpreter (F/T, P/T and Per Diem)	$1.00	$1.00
Certified Spoken Language Interpreter	$1.05	$1.05
Lead Interpreter	$1.10	$1.10

Section 3. Promotional Increase Employees promoted to Full or Part time Lead Interpreter classification will receive a $1 increase in their hourly rate. Thereafter, such employees will receive General Wage Increases and Step Adjustments on the date specified in section 1.

Section 4. Differentials

a. Educational Differential: Regular and Per Diem Interpreters assigned to train newly hired Interpreters will be paid a $2.50 differential during the time spent training; however, this differential does not apply to Lead Interpreters.
b. Shift Differentials: Employees who work evenings, nights and weekends (between Friday 7pm and Sunday 11pm) are eligible for the following shift differentials:

i. Weekday Pay: Evening 3pm-11pm $2.45, Night 11pm-7am $4.07

ii. Weekend Pay: Day 7am-3pm $2.84, Evening 3pm-7pm $5.21, Night 7pm-7am $6.69

When an employee's hours are divided between shifts, differentials are paid on the shift during which the majority or equal of hours are worked.

Section 7. Rate Cap
Following the first-year initial adjustment (1/5/2025), employees above maximum for their position will receive a lump sum bonus in lieu of the GWI per the following calculation: Bonus = (GWI) x (hours worked in prior year).
Section 8. There will be no pyramiding or duplication of premium pay or overtime, except to the extent required by law or as expressly provided in this collective bargaining agreement.
Section 9. Effective Dates

The effective date of any change to rates or lump sums will align with the next available bi-weekly pay period**.**

(GWI) x (hours worked in prior year).
Section 8. There will be no pyramiding or duplication of premium pay or overtime, except to the extent required by law or as expressly provided in this collective bargaining agreement.
Section 9. Effective Dates

The effective date of any change to rates or lump sums will align with the next available bi-weekly pay period**.**

Dated this day the 16th day of June, 2025.

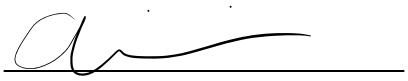
For MaineHealth

Hillary Ames

6/17/2025 **Date**

For MSEA

Angela MacWhinnie



6/19/2025 **Date**

Wage Rates for May 20, 2025 - January 2026 (one-time adjustment for realignment)															
Spoken Language Interpreters	**<1**	**1-2**	**2-3**	**3-4**	**4-5**	**5-6**	**6-7**	**7-8**	**8-9**	**9-10**	**10-11**	**11-12**	**12-13**	**13+**	
Interpreter	$23.55	$24.25	$24.95	$25.65	$26.35	$27.05	$27.75	$28.45	$29.15	$29.85	$30.55	$31.25	**$31.95**	**$32.65**	
Interpreter (certified)			$26.00	$26.70	$27.40	$28.10	$28.80	$29.50	$30.20	$30.90	$31.60	$32.30	**$33.00**	**$33.70**	
Interpreter (Lead)	$1 promotional increase														
			Min Rate	**Annual**	**Top Rate**	**Annual Max**									
Interpreter			$23.55	$47,759	$32.65	$67,912									
Interpreter (certified)			$26.00	$54,080	$33.70	$70,096									
First payroll period in January 2026															
			Min Rate	**Annual**	**Top Rate**	**Annual Max**									
Interpreter			$24.55	$51,064	$33.65	$69,576									
Interpreter (certified)			$27.05	$56,264	$34.75	$72,280									
First Payroll period in January 2027															
			Min Rate	**Annual**	**Top Rate**	**Annual Max**									
Interpreter			$25.55	$53,144	$34.65	$72,072									
Interpreter (certified)			$28.10	$58,448	$35.80	$74,464									

Appendix B: **SIDE LETTERS**

SIDE LETTER – Maine Paid Family and Medical Leave Act

Interpreters will be entitled to paid leave consistent with the provisions of the Maine Paid Family and Medical Leave Act, as amended from time to time. Since the State of Maine determines eligibility and benefit payment under the PFML, any dispute as to eligibility or benefit payment shall not be subject to the grievance and arbitration provision of this Agreement. With respect to the Maine Paid Family Leave Act, employees pay the portion of the contribution rate provided under Maine law, as amended from time to time.

If the Employer (i) agrees with any other labor union to a lower contribution rate than what is provided under paragraph 1 above, or (ii) implements a lower contribution rate for unrepresented employees, that lower rate will be applied to these bargaining unit employees.

SIDE LETTER – Current Practice for "Call Response Pay"

MaineHealth will continue to allow for current practice of "Call Response Pay," which is paid at time and half with a two-hour minimum for individual appointments for Interpreters who were hired prior to April 26, 2025, and who were receiving "Call Response Pay" for appointments with greater than 24-hours' notice. Effective January 1, 2026, the provisions of this Collective Bargaining Agreement pertaining to the use of Call Response Pay and Short Notice Coverage will apply to all Interpreters regardless of hire date. No less than 30 days prior to the effective date of January 1, 2026, the parties shall meet and discuss the transition and implementation of the provisions.