



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MAINE SERVICE EMPLOYEES ASSOCIATION,

SERVICE EMPLOYEES INTERNATIONAL

UNION LOCAL 1989

AND

THE MAINE PEOPLE'S ALLIANCE

March 18th, 2024 through December 31, 2026

TABLE OF CONTENTS

<u>PREAMBLE.</u>	1
<u>UNION RECOGNITION.</u>	1
<u>ACCESS TO EMPLOYEES</u>	1
<u>COMPENSATION.</u>	2
<u>COMPLAINTS AND INVESTIGATIONS.</u>	3
<u>DISCIPLINE.</u>	4
<u>EMPLOYEE DATA</u>	5
<u>EMPLOYEE LEAVE TIME</u>	5
<u>EMPLOYEE TRAINING AND PROFESSIONAL DEVELOPMENT</u>	7
<u>EMPLOYEES UNION LEAVE.</u>	8
<u>EXPENSE REIMBURSEMENT.</u>	8
<u>GRIEVANCE PROCEDURE</u>	10
<u>HEALTH AND SAFETY</u>	12
<u>HOLIDAYS.</u>	13
<u>INITIAL EMPLOYMENT.</u>	14
<u>INSURANCES</u>	15
<u>JOB POSTING AND HIRING PROCESS.</u>	17
<u>LABOR MANAGEMENT.....</u>	17
<u>LAYOFFS</u>	18
<u>LEGAL COVERAGE/CIVIL DISOBEDIENCE</u>	18
<u>MAINTENANCE OF BENEFITS.</u>	19
<u>MANAGEMENT RIGHTS</u>	19
<u>MSEA MEMBERSHIP AND DUES DEDUCTION</u>	19
<u>NON-DISCRIMINATION.</u>	20
<u>PERFORMANCE EVALUATIONS.....</u>	20
<u>PERMANENT STATUS &amp; LIMITED-TERM EMPLOYEES.</u>	21
<u>PERSONNEL FILES.</u>	22
<u>RESPONSIBILITIES OF THE PARTIES</u>	22
<u>REST AND LUNCH PERIODS.</u>	23
<u>RETIREMENT PLAN AND CONTRIBUTION</u>	23
<u>SEVERABILITY.</u>	23
<u>STUDENT LOAN ASSISTANCE.....</u>	24
<u>SUCCESSOR</u>	24
<u>TERM OF AGREEMENT.</u>	24
<u>WORK PLANNING, WORKLOAD &amp; JOB DESCRIPTIONS.....</u>	24
<u>Appendix.....</u>	26

## **PREAMBLE**

The Maine People's Alliance and the Maine People's Resource Center (hereinafter referred to as "MPA" or "employer") and the Maine Service Employees Association Service Employees International Union, Local 1989 (hereinafter referred to as "MSEA-SEIU") hereby enter into the following binding collective bargaining agreement, effective this 18th of March, 2024.

## **ARTICLE 1** **UNION RECOGNITION**

The MPA recognizes the Maine Service Employees Association (MSEA-SEIU) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all eligible employees in the following classifications:

The Bargaining Unit is comprised of all personnel employed or to be employed by the MPA and the Maine People's Resource Center (MPRC) excepting those personnel in the positions of Co-Directors, Deputy Director, Organizing Director, Communications Director, Field Strategies Director, Canvass Directors, Administrative Director, Campaigns Director, Public Policy Director and employees working for all hosted projects, such as Maine Voices.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the National Labor Relations Board for resolution of the dispute.

## **ARTICLE 2** **ACCESS TO EMPLOYEES**

MSEA-SEIU shall have access to employees covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article.

MSEA-SEIU's representatives will be granted reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the appropriate MPA representative with advanced notice of the visit. Such access will not disrupt MPA operations or violate agency security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA-SEIU representative.

Any MSEA-SEIU representative may have access to employees in this unit for the purpose of explaining MSEA-SEIU programs and benefits during employees' non-working time, e.g., breaks, lunch periods and after hours, provided such access does not interfere with MPA operations. Such access shall be to non-work areas.

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

**ARTICLE 3**  
**COMPENSATION**

1. Pay Equity:

- a) Hiring: MPA shall not ask job candidates for previous salaries, and all job postings shall include salary ranges.
- b) MPA is committed to ensuring that their staff earn a living wage for the work they do. To that end, the organization commits to wage transparency and will disclose the annual salaries of the Co-Directors and all members of management to staff members. MPA will conduct an annual pay equity evaluation and will make the evaluation available to all staff on an annual basis.
- c) The annual compensation of the highest paid staff person, including management, shall not be more than five (5) times the annual compensation of a staff person being paid the starting salary floor for full time employees who work the entire calendar year.

2. Compensation – Salaried Staff Members

Under no circumstances will the compensation for a full-time salaried position covered by this agreement be less than \$43,000 per annum. The starting salary floor will increase at the rate of COLA on Jan. 1st each year.

3. Compensation – Hourly Canvass Staff Members

- a) Canvassers are paid hourly, plus potential bonuses. The following table outlines canvass department pay scales.

Minimum Canvasser Pay Grades

The starting hourly canvass rate will increase at the rate of COLA on Jan. 1st each year.

<b><u>Position</u></b>	<b><u>Hourly Pay Rate</u></b>
Canvasser	\$21.00 After first six (6) months, canvass hourly rate will increase by \$1.
Trainer	Hourly rate increases by \$1 over canvasser rate
Field Manager	Hourly rate will increase \$1 over trainer rate/ \$2 over canvasser rate
Sr Field Manager	Hourly rate will increase \$1 over Field Manager rate

Canvassers set permanent schedules in conjunction with their supervisor. Management will make every effort to schedule canvassers according to their permanent, weekly hours, including by offering alternative work to canvass staff.

- b) Additional differentials
  - 1. Drivers. Any canvasser, regardless of pay grade, whose job duties include driving during canvass shifts, shall receive an additional \$1.10 per hour on days when they drive.

- c) Quotas

During a pay period, canvassers are expected to meet a quota of \$150 per night, averaged across the pay period. Canvassers who do not meet this quota will be provided additional training and support.

Fundraising that surpasses the nightly quota above will be compensated in the following manner:

- i) Canvassers who average \$200 or more per day in a pay period will receive a \$100 bonus.
- ii) Canvassers who average \$300 or more per day in a pay period will receive a \$200 bonus.

- iii) Staff canvassers will receive a \$50 bonus upon successfully recruiting a field canvasser who completes the training period and is promoted to staff.
- iv) Canvasser Remunerations for Money Not Raised on Door/Phones

Canvasses, and Larger Contributions - Canvassers who negotiate contributions outside of work hours may add that contribution total to their nightly total. For contributions over \$1000 the canvasser will receive a bonus of 10% of the contribution.

4. Annual Process:

MPA will provide annual raises to all employees (salaried and hourly) at the end of each year of employment. MPA will track employees' dates of hire and will notify employees and their direct supervisors via email a month in advance of their annual date of hire. Direct supervisors will submit paperwork needed to confirm an employee's annual raise each year to payroll within 1 week of an employee's hiring date. If a direct supervisor fails to submit this paperwork, the employee will receive back pay once the paperwork is submitted.

5. The annual raise for all employees will consist of:

- a. A Cost-of-Living Adjustment (COLA) increase based on the Consumer Price Index (CPI).
- b. Salary increase based on longevity:

Current Salary Range	Longevity Increase
< \$50,000	6%
\$50 - \$59,999	5%
\$60 -69,999	4%
\$70,000 - \$79,999	3%
> \$80,000	\$1,000

The total amount of annual COLA and longevity increases for each employee shall not be less than \$1,250

6. Employees will be paid via direct deposit, every other week.

**ARTICLE 4**  
**COMPLAINTS AND INVESTIGATIONS**

1. A department head or their designee shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated. The investigator shall be allowed to interview the complainant, examine any relevant documentary material and interview any non-bargaining unit person prior to notifying the employee.
2. Investigative interview: Investigative interviews of subject employees shall be conducted at a reasonable time and, when practicable, on the MPA's premises when the employee is on duty. A union representative may participate in the interview. The employee shall have the right to request a bargaining unit employee's presence during the interview. The union shall be notified of any investigative interview of an employee where it is anticipated that discipline might result to that employee.
3. The interview shall be limited to questions that relate to the allegation(s) and the employee's fitness for duty in his assignment. Confidentiality of the interview shall be maintained, except to the extent information developed at the interview is needed to disseminate during further investigation. An interview of an employee is not required in order to impose discipline where just cause exists for same.

4. If after investigation the employer determines that no discipline is appropriate, the employee shall be informed in writing that a complaint was made against them but was unfounded. Appropriate notification shall be placed in the employee's personnel file or another agreed location documenting that the employee was investigated and exonerated on the matter.
5. Investigative Interview: When the employee under investigation is to be interviewed concerning the alleged conduct which could result in discharge, the employee and their representative shall be notified in writing, at least forty-eight (48) hours prior to the interview. In the event of an emergency, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the investigatory interview, including the time frame and nature of the conduct. All time spent in an investigative interview by any employee shall be considered time worked.
6. Employee Witnesses: If an employee is to be interviewed as a witness only, the employee and their representative shall be so informed prior to the interview. If during the course of the interview it becomes apparent that the employee witness may be subject to discipline as a result of conduct that is the subject of the interview, the interview shall be terminated and the employee afforded the protections of this Article. This provision may be waived by consent of the employee and the union representative.

The parties agree that not all investigations that may result in job change or termination are disciplinary in nature. Any person investigated for fitness or competence for duty is also entitled to the protection of this article. Medical and fitness-related action are also subject to the requirement that there be just cause for taking such action.

## **ARTICLE 5** **DISCIPLINE**

1. No employee shall be disciplined or terminated by the MPA without just cause.
2. Disciplinary action shall be limited to the following: written oral reprimand, written reprimand, written warning, dismissal. The principles of progressive discipline shall be followed.
  1. No employee covered by this Agreement shall be disciplined or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice.
  1. Any employee receiving a discipline or dismissal will first be informed of their right to meet with the appointing authority or their representative prior to the action proposed. The employee will be informed of their right to have a Union representative or steward present. At that meeting the appointing authority or their designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.
  1. Counseling an employee is not disciplinary, is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Counseling refers to directing an employee's work performance to alleviate performance issues. Counseling, when documented, shall be identified as such.

## **ARTICLE 6** **EMPLOYEE DATA**

1. Where not prohibited by law, MPA shall furnish to MSEA-SEIU an electronic computer file of the following information, for each employee covered by this

Agreement: name, unique employee identification number, home mailing address (including street, city/town, state and zip code), job title, annual salary or hourly pay rate, initial date of hire, work location address, home phone, work phone, and work email address.

2. This information will be shared with MSEA on a quarterly basis, excepting in instances where there is a new hire, transfer out of unit, or termination. In these circumstances, MPA shall furnish this information to MSEA within five (5) business days of each event.
3. MSEA-SEIU shall indemnify, defend and hold the MPA harmless against all claims and suits, which may arise as a result of MPA's furnishing such listing and file to MSEA-SEIU.

## **ARTICLE 7** **EMPLOYEE LEAVE TIME**

### 1. Vacation

- a. Full-time employees will accrue one vacation day per month for the first year, up to a maximum of ten days (two weeks). Employees will accrue 1.25 vacation days per month up to a maximum of fifteen days (three weeks) per year for each subsequent year of employment. Employees with more than four years will accrue 1.67 vacation days of vacation each month. Vacation days should be used within one year of accrual. Part-time employees' will be pro-rated.
- b. Employees with more than one year of tenure may carry over five days of vacation into the next year.
- c. The timing of vacation will be determined in consultation with the employee's direct supervisor. Requests for use of leave shall not be unreasonably denied.
- d. When possible, vacation time should be scheduled at least one month in advance with approval of one's supervisor.

### 2. Personal Days

- a. Full time employees will receive three (3) personal days at the beginning of each year. Personal days must be used within one year of their accrual.

### 3. Sick Leave

- a. Salaried employees will receive ten (10) sick days each year on January 1st, each year.
- b. Hourly employees will receive four (4) sick days upon hire. After ninety (90) calendar days, hourly employees will receive at most six (6) sick days, prorated to their date of hire according to the following equation: Number of sick days given to hourly employees after 90 days =  $0.833 \times (\# \text{ months left in the calendar year})$  unless that number exceeds 6. For example, someone hired on January 1 will receive six (6) sick days on April 1 and someone hired on March 15 will receive 5.4 sick days on June 15.
- c. Sick leave may be used to care for anyone for whom the employee is responsible, including spouses and family members, partners, etc. Care includes doctor, dentist, and vision appointments for either illness or regular or preventive care, and may also be extended to other appointments with prior approval from one's supervisor.
- d. At the end of each year of employment, employees may convert unused sick days to personal days at the rate of 2:1 (i.e., two unused sick days may be converted into one personal day), to be used as personal days in the next year of employment. Any number of sick days below two may not be converted into one personal day.

### 4. Jury Duty

Employees called for jury service will be paid the difference between jury pay and their regular pay (if higher) for all days spent on jury duty. Employees required to serve less than a full day of jury duty will be expected to work the difference between their jury service (including travel time) and their regular work day.

#### 5. Military Leave

Employees who serve in the military through the reserves or otherwise may take any leave provided for in this policy to perform required duty, including vacation time, rescheduled holidays, comp time, and leave of absence.

#### 6. Paid Family and Medical Leave

Upon 1) the birth, adoption, fostering, or placement of a child, 2) supporting a sick or dying loved one, 3) caring for an older loved one or close friend, 4) recovering from surgery, an accident, substance use disorder, or other health challenges, 5) prepping for/transitioning back from a loved one's military deployment, 6) or managing immediate safety needs if self or loved one(s) are a victim of domestic or sexual violence, also known as safe leave, an employee is entitled to twelve (12) weeks paid leave per event. Additional leave time can be negotiated with the Co-Director. At said employee's option, this leave may be taken either as one block or as a series of days or shorter periods and may begin prior to the child's arrival time leading up to the event. In addition, said employee is entitled to take unpaid leave that, when added to the parental leave, shall not exceed six months, taken in a block or part-time basis.

The maximum number of weeks an individual may take paid family and medical leave is 16 weeks within a calendar year.

After three months, the employee shall confirm their intent to return to the job. Said employee will be entitled to return to the same job in which they were working.

#### 7. Flex Time

A flexible time schedule may be established to enable an employee to adjust their work schedule to accommodate other responsibilities outside of the work place, as long as it does not interfere with the daily operation of the organization or prevent the employee from attending meetings, hearings or any other functions pertinent to the employee's obligations. This must be coordinated with the employee's supervisor and approved by the Executive Director. This provision shall not be construed to limit managements rights to schedule employees, or, upon reasonable advance notice, to terminate a flexible time schedule arrangement.

#### 8. Leave of Absence

An employee may negotiate with the Executive Director for an unpaid leave of absence for professional or personal reasons. The duration of the leave can be negotiated between the employee, their supervisor and the Executive Director. For leaves of two months or more, the employee shall notify the Executive Director in writing regarding their intent to return to the organization.

#### 9. Sabbatical

- a. For the purposes of this article, a "sabbatical" constitutes a release with full pay and benefits. Following seven (7) years of full-time employment with MPA and every seven (7) years thereafter, employees may request a sabbatical of up to eight (8) weeks, contingent upon the approval of their supervisor and a Co-Director.
- b. If an employee uses Sabbatical leave, they should make a proposal for an activity that will refresh and renew them, while bringing something back to the organization



#### 10. Bereavement Leave

Employees who experience a death of a close friend, relative, personal pet or service animal, are allowed to take up to five (5) days of paid leave. Employees must notify their Executive Director of their need for bereavement leave.

Employees may also request to take an additional week off, if needed, for each instance of bereavement. When available, Employees should use their accrued sick or vacation time. Should an Employee have no sick or vacation hours accrued, this additional week of bereavement leave will be unpaid. Employees will notify their Executive Director if they need to take an additional week off as soon as is reasonably possible.

Additional days of leave beyond this time may be taken using accrued vacation, or leave without pay, with permission of the Executive Director. Requests for additional days will not be unreasonably denied.

An employee may split their bereavement leave in order to take time off at the time of death and to use a portion later when the service or memorial is not held within five (5) days of the time of death.

### **ARTICLE 8**

#### **EMPLOYEE TRAINING AND PROFESSIONAL DEVELOPMENT**

##### 1. Employee Training

All training that is required by the MPA as a condition of fulfilling the requirements of an employee's job will be considered as time worked. MPA will provide ongoing employee training designed to maintain and improve employee knowledge and skills required to effectively and safely perform their jobs.

##### 2. Professional Development

MPA will make every effort to provide professional development opportunities for all employees, including but not limited to workshops, conferences, and trainings. To accomplish this, MPA commits to investing \$10,000 a year on staff training opportunities. Professional development opportunities can be discussed with each employee's direct supervisor.

Examples of professional development opportunities may include, but are not limited to:

- (a) Organizing skills such as building power and recruiting leaders;
- (b) Communication skills such as employing emerging narrative strategies or making effective use of social media;
- (c) De-escalation and mutual aid training
- (c) Individual professional development needs;
- (d) Technology or data management;
- (e) Needs identified during annual performance evaluations.

### **ARTICLE 9**

#### **EMPLOYEES UNION LEAVE TIME**

##### 1) Leave for MSEA-SEIU Organization Activities

The MPA shall provide Employee Organization Leave without loss of pay or benefits for members and officers of the MSEA-SEIU Board of Directors to attend a maximum of one (1) one-day meeting per month of the Board of Directors.

##### 2) Leave for Negotiations

Members of the MSEA-SEIU bargaining team shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement. Additionally leave may be requested for other members necessary for participation on specific negotiations issues and such leave shall not be unreasonably denied.

3) Stewards and Chief Stewards

The Union may designate two (2) employees on staff to act as stewards and chief stewards on their behalf. If staff size reaches thirty (30), one (1) additional steward may be added per every additional ten (10) employees on staff. A list of such employees designated as stewards or chief stewards shall be given to the MPA on an annual basis. Stewards and chief stewards shall be entitled to two (2) days of leave per year without loss of pay or benefits to participate in official MSEA-SEIU sponsored steward training. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

4) Union Meeting

All bargaining unit members shall be allowed one (1) hour per quarter with pay to be used for union meetings. No employer representative may participate in or attend such meetings.

5) MPA and MSEA may negotiate agreements that grant leave time to MPA employees to complete limited-term project work for MSEA.

**ARTICLE 10**  
**EXPENSE REIMBURSEMENT**

1. Mileage Allowance

Employees are reimbursed at a rate equal to the Federal IRS rate on work related travel. Tolls will also be reimbursed.

2. Lodging and Meal Expenses

- a. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals. Meal allowances for extended days will be paid at the rate of ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty-five dollars (\$25.00) for dinner with receipt.
- a. Travel status shall apply to employees requiring overnight stays or traveling over 100 miles (in each direction) from their home office. For canvass staff in travel status, lunch will be reimbursed up to \$15, with a receipt.
- c. Employees for whom it is a requirement of their job will be reimbursed for coffee or meal expenses incurred as part of meetings with coalition partners or members at an amount determined by their supervisor.

3. Telephone Expenses

- a. Employees that qualify for cell phone reimbursement will be reimbursed at a rate that is consistent with the expectation of cell phone usage associated with their specific position; the exact reimbursement amount will be determined annually between each employee and their direct supervisor during the time of their performance review. Employees may request to increase their reimbursement amount at any time of year if they believe it has changed based on job duties.

% of use of cell phone for work activities	Reimbursement Rate
--	--------------------

0% cellphone not required for position	No phone reimbursement
25%	25% of monthly cell phone bill/data pkg.
50%	50% of monthly cell phone bill/data pkg.
75%	75% of monthly cell phone bill/data pkg.
100% - essential to the position	100% of monthly cell phone bill/data pkg.

4. All other expenses necessary to one's position and productivity thereof may be negotiated with one's direct supervisor.
5. All reimbursement requests must be approved by an employee's direct supervisor.
  1. Reimbursements should be submitted by the 5th of the month following the month the expense was incurred, but no later than sixty (60) calendar days from the date of expense. Reimbursement requests submission deadlines may change times of campaign finance reporting, at the discretion of management. Management must provide at least one (1) month notice of any new submission deadlines due to campaign finance reporting requirements.
  2. MPA will strive to pay reimbursements within two (2) weeks of submission by the employee.

## **ARTICLE 11** **GRIEVANCE PROCEDURE**

### 1. Definitions and Scope

- a. Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article.
- b. For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement, matters involving wages, hours or working conditions, or issues pertaining to unfair labor practices.

### 2. Procedure

All grievances and grievance responses shall be in writing and sent via email. Each initial grievance shall contain: Identity of known affected employees, identity of supervisory personnel involved, identification of the provision(s) of this contract asserted to have been violated or which affect the situation, remedial action requested, if any, the date of the occurrence, if applicable.

#### a. Step 1 - Immediate Supervisor

Within twenty (20) calendar days after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that they have a grievance, the employee and/or their representative shall present the grievance, in writing, to their immediate supervisor.

Within seven (7) calendar days after the receipt of the grievance, the employee, the supervisor and union steward/representative shall meet for the purpose of resolving the grievance. The supervisor shall, within seven (7) calendar days after the meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to their representative.

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.

**b. Step 2 - Co-Director**

If the aggrieved person is not satisfied with the resolution at Level One, or if no answer is received, they may, within fourteen (14) calendar days after the answer was due, appeal the grievance to the Co-Director.

Within seven (7) calendar days of receiving the grievance, the Co-Director (or their representative) and the employee and/or their representative shall meet for the purpose of resolving the grievance. The Co-Director shall provide the employee and/or their representative with their decision in writing within fourteen (14) calendar days of receiving the grievance

**c. Step 3 - MPA Board**

If the aggrieved person is not satisfied with the resolution of the grievance at Step 2, or no answer is received, the employee and/or their representative may appeal to the Board of Directors within fourteen (14) calendar days after submitting the grievance to the Co-Director. The employee or their representative will submit a written notice of appeal, together with copies of the written grievance and the Step 2 decision to the Co-Director. The Co-Director will forward the written notice of appeal, as soon as is reasonably possible, together with copies of the written grievance and Step 2 decision to the appropriate committee of the Board and the employee. The Board or the appropriate board committee shall, at its next meeting, but within twenty (20) calendar days of receipt of the grievance, meet with the aggrieved person for the purpose of resolving the grievance. The Board within seven (7) calendar days after the conclusion of such meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union and Co-Director.

Mediation. In the event that a grievance remains unresolved after Step 3, the Employer and the Union may mutually agree to mediation through either Federal Mediation and Conciliation Service (FMCS) or some other mutually agreed upon mediation service.

**d. Step 4 – Arbitration**

If the grievance has not been satisfactorily resolved at Step 3, then MSEA-SEIU may submit the grievance to arbitration by submitting a written request for arbitration to the MPA Board. The request for arbitration shall be received by the MPA Board through email, personal service or by mailing by registered or certified mail within twenty-eight (28) calendar days of the receipt of the Step 3 decision.

Upon receipt by the MPA Board of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within ten (10) workdays of receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect.

The decision of the arbitrator shall be final and binding consistent with applicable law,

limited statutory right of appeal and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties.

### 3. General Provisions

a. Maine People's Alliance shall not deny any employee MSEA-SEIU representation at any stage of the grievance procedure and MSEA-SEIU shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA-SEIU shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of an individual grievance shall be inconsistent with the provisions of this Agreement, unless with the written consent of MSEA-SEIU.

b. All of the time limits contained in this Article may be extended by mutual written agreement of the parties. The parties may mutually agree to bypass steps of the grievance procedure by written agreement.

## **ARTICLE 12** **Health and Safety**

MPA will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe working conditions. MSEA-SEIU agrees to support any programs required to meet the health and safety needs of employees.

MPA will make a good faith effort to resolve safety and health concerns as they arise.

### 1. Buildings and Workstations

a. MPA will work with employees to ensure workstations are ergonomically sound. Upon written request, MPA will provide an adjustable height work station when possible.

b. All MPA offices will be heated and air conditioned.

### 2. Inclement Weather

Staff safety is a priority for MPA, and potentially dangerous weather conditions will be monitored. Work assignments will be amended as necessary. The following conditions will serve as guidelines when determining outdoor workability:

a. Staff will not be required to work outdoors when the temperature is:

- i. The temperature is below 20 degrees Fahrenheit;
- ii. The temperature is above 95 degrees Fahrenheit;
- iii. The wind chill falls below 15 degrees Fahrenheit;
- iv. The heat index is above 100 degrees Fahrenheit.

When the temperature is 85 degrees Fahrenheit or above, staff may take additional cool off breaks and will be supplied with materials for keeping cool. When the temperature is below freezing, staff may take additional warming breaks and will be supplied with materials for keeping warm.

b. Weather advisories and warnings (including those for heat, flood, visibility, windchill,

etc) will trigger an assessment of weather conditions to determine whether or not outdoor work is appropriate.

c. During days where outside work is not appropriate, an effort will be made to provide affected MPA employees with safe indoor work that helps to advance the goals of the organization and their department. In the event a work shift must be canceled, management will make an effort to contact staff at least two (2) hours before the start of the shift.

d. MPA will provide 5-10 cold weather rain jackets available for use in canvass offices.

e. MPA will provide an annual \$150 stipend to canvass employees who have completed thirty (30) days of employment and are employed by MPA at any time between November 15th and March 31st, intended to help with purchasing any weather gear they may need.

### 3. Travel Conditions:

MPA employees who call out of work due to unsafe travel conditions will not be penalized or disciplined, but may be required to use any accrued leave time or take unpaid leave.

### 4. Canvass:

a. Directors will incorporate safety discussions in one on one meetings with canvassers and work to support canvassers who feel unsafe canvassing. Support steps may include: double turfs (canvassing with another canvasser on the same turf), paired canvassing, additional safety training, more frequent check-ins throughout the shift, and additional gear such as personal alarms and other safety devices.

b. In rural areas, canvassers will not be required to canvass after 8:30.

c. Any canvassers working after dark may request to work double turfs. Requests to work double turfs will be granted when possible.

### 5. Transporting volunteers and members

All employees who may transport volunteers, members, or other individuals who are not employed by MPA in their personal vehicles will be provided a Waiver of Liability by MPA. The Waiver will state that the individual accepts and assumes full responsibility for risks associated with transport in an employee's vehicle and acknowledges and agrees that the individual is solely liable for all costs incurred in connection with such medical attention.

Employees will request the individuals they are transporting to complete and sign the Waiver, and will provide MPA with a copy of the Waiver. All Waivers will be filed and maintained by MPA.

### 6. Serious Incidents at Work

Maine People's Alliance commits to providing individualized support, including paid release from work, on a case-by-case basis for employees impacted by serious incidents in the work place including, but not limited to, serious work injury, work-related death of a co-worker, suicide or death of a co-worker or member, death of a client, experiencing a violent attack or abuse, active weapon situation, or any other work-related incident that may cause direct or vicarious trauma to the employee.

Employees suffering workplace injury/trauma that may not otherwise be covered by Workers' Compensation may request additional temporary paid leave from their Co-

Directors upon certification from their medical provider that they are unable to return to work.

### **ARTICLE 13** **HOLIDAYS**

Employees have the following paid holidays:

1. Martin Luther King Day
2. Presidents' Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Indigenous People's Day
7. Friday after November Election
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. December 24 - January 1

When the Friday after the November Election and Veteran's Day fall on the same day the following Monday will be observed as the second holiday. On occasion, organizational events (e.g. fundraisers, actions) may be scheduled over holidays. Normally employees will be apprised of this when an event is planned, and an alternative holiday or personal day may be chosen at the employee's discretion. An employee may also choose to substitute a religious or alternate holiday for one of the above holidays, with permission of their supervisor. Requests to substitute religious or alternate holidays will not be unreasonably denied.

### **ARTICLE 14** **INITIAL EMPLOYMENT**

At the time of hire, new staff will be provided with, at minimum, a job description, an organizational chart and decision-making process document, a list of key coalition partners, and a copy of the Union Contract. New staff shall be informed of conditions of employment and the agreed upon salary and benefits. All staff members are employed initially on a probationary basis.

1. This orientation will include:

- One night of field canvassing
- One-on-one with all staff that the new staff will work with as part of their core job description.
- Training appropriate to the position
- Training on MPA's worldview, including racial justice, anti-oppression, and key policy areas
- Opportunity to meet with union steward/representative

1. This orientation may include:

- A visit to all MPA offices
- One-on-one with all relevant coalition partners
- Briefer meetings with the rest of MPA staff.

### **ARTICLE 15** **Insurances**

1. Health Insurance

Health Insurance Policies for Employees and Family Members

MPA carries group health insurance for its employees. Full-time salaried employees will become eligible to sign up for health insurance coverage immediately upon employment. Hourly employees (including part-time employees working more than twenty (20) hours

per week), will be eligible to sign up for health insurance after sixty (60) calendar days of employment. Coverage takes effect on the first of the month following the date of eligibility and once the application is completed and accepted. MPA pays 100% of the cost of health insurance coverage for all eligible salaried and hourly employees, and part-time employees working over twenty (20) hours. MPA will also pay 50% of the cost of coverage for the spouses and dependents of eligible staff. If an employee has access to health insurance elsewhere and chooses to enroll in it (and provides proof of such coverage), MPA will pay toward the other premium the lesser of: the amount it costs the individual employee to be covered on the other plan, or an amount equivalent to what MPA would pay toward MPA's health insurance.

## 2. Maximum Out of Pocket Costs

During each health insurance coverage period (1 year) no employee will pay more annually out-of-pocket than \$3,000 for an individual or \$8,000 for a family. If an employee pays anything above \$3,000 individually or \$8,000 for a family for costs covered by health insurance, MPA will pay the difference up to the current policy's out of pocket maximum. Any health insurance costs above \$3,000 /8,000 up to the current maximum will be paid by MPA.

## 3. Dental Insurance

Full-time salaried employees are eligible to sign up for dental insurance immediately upon employment. Hourly employees (including part-time employees working more than twenty (20) hours per week) are eligible to sign up for dental insurance after sixty (60) calendar days of employment. MPA pays 50% of the cost of dental coverage for all eligible full-time salaried and hourly employees, and hourly employees working more than twenty (20) hours per week, their spouses, and their dependents. MPA pays 50% of the cost of dental coverage for all hourly employees. Dental coverage is voluntary: employees may choose not to participate. If any employee chooses not to receive dental coverage, the employee voluntarily gives up the value of MPA's contribution; MPA will not pay an equivalent amount in cash or any other form.

## 4. Vision Insurance

MPA will continue to provide vision insurance at the same coverage levels and cost to employees. Full-time salaried employees are eligible to sign up for vision insurance immediately upon employment. Hourly employees (including part-time employees working more than twenty (20) hours per week) are eligible to sign up for vision insurance after sixty (60) calendar days of employment. MPA pays 50% of the cost of vision coverage for all eligible full-time salaried and hourly employees, and hourly employees working more than twenty (20) hours per week, their spouses, and their dependents. MPA pays 50% of the cost of vision coverage for all hourly employees. Vision coverage is voluntary: employees may choose not to participate. If any employee chooses not to receive vision coverage, the employee voluntarily gives up the value of MPA's contribution; MPA will not pay an equivalent amount in cash or any other form.

If an employee chooses to enroll in another health or dental plan, MPA will pay the lesser of: the amount it costs the individual employee to be covered on the other plan or plans or the amount it would cost MPA for the individual employee to be covered on MPA's plan or plans. However, under no circumstance will MPA pay an equivalent amount in cash or any other form for any foregone insurance.

## 5. Long Term Disability Insurance

MPA will provide a fully-funded, long term disability insurance plan for all MPA employees after sixty (60) calendar days of employment. The plan will provide 66% of the employee's salary from the point of disability until eligible for Social Security.

## 6. HealthCare Trust



Bargaining over this article may be reopened at the union's request over the negotiation of an alternative health care plan proposed by MSEA SEIU.

## **ARTICLE 16**

### **JOB POSTING AND HIRING PROCESS**

1. Notice of all vacancies for full-time, permanent positions shall be clearly posted with the appropriate job description and made available to all MPA staff for five (5) working days.
1. Interested employees shall submit applications for the posted positions within the five (5) working days of the posting period.
2. Interviews or meetings will be scheduled by a member of management for the employee(s) expressing interest through application.
1. MPA may advertise the position and seek outside applicants after five (5) working days of internal posting.
1. After an interview, MPA must inform internal candidates whether or not they were selected for the position as soon as possible.
6. For the purposes of this article, a change in the status of a position from part-time and / or temporary to full-time, or when a new permanent position is created, constitutes a vacancy for such a position and shall be filled using the procedure detailed above.
7. For all candidate interviews for permanent non-canvasser positions, including management positions, at least one bargaining unit member from the department in which the vacancy is to be filled will be included in at least one round of interviews.

## **ARTICLE 17**

### **Labor Management Committee**

1. Labor Management Committee. A Labor-Management Committee (LMC) will be established, and will consist of two (2) persons appointed by the Employer and two (2) bargaining unit employees selected by MSEA, plus a Union staff from MSEA and a Management representative, as advisors. 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. The parties will attempt to appoint members who are broadly representative.
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 expeditious resolution of issues based on mutual respect and acknowledgement of each party's legitimate organizational interests,
  - b. advance the mission of the Employer by strengthening employee involvement,
  - c. identify areas in which the central objectives of the Employer and the Unions are congruent, with a view to building a joint program of action, and
  - d. support and provide guidance to collaboration and problem solving across the organization.

For specific projects, subcommittees may be created, and the LMC maintains the right to appoint additional appointees in equal ratios.

3. Labor-Management Committee Activities. The parties recognize a shared desire to work towards creating a more inclusive, equitable, and diverse workplace with improved

outcomes for the communities we serve.

The committee may make suggestions for improvements in employee relations, organizational programs and operations, including benefits and safety considerations (emergency preparedness, training/education, program evaluation and improvement, injury/incident reports, and safety considerations). If either Union or Employer members of the committee request to discuss a topic, it will be discussed.

The committee may also discuss DEI within the organization, including hiring, orientation and training, promotion and skills advancement opportunities, and educational resources and programming for all staff and volunteers. The LMC may also identify operational areas within MPA's organization where there could be improvements in DEI.

The committee will be provided monthly reports on matters of mutual concern as determined by the committee.

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

4. Meetings. Meetings will be scheduled every other month at regular times established at least one (1) month 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 MPA's premises or online, and without loss of pay to participating employees. When meetings are held outside an employee's regularly scheduled workday, the hours will be considered time worked. Minutes will be kept; they must be reviewed and approved.

5. Transparency and Communication. Regular and open communication and information-sharing will strengthen our ability to effectively carry out MPA's mission. To ensure transparency, the Employer will make any documents relevant to the labor relations process available to employees and the Union upon request.

## **ARTICLE 18** **Layoff**

### Notice of Layoff

When a reduction in the work force is necessary, the MPA will provide written notification to each affected employee of its intent to lay them off at least thirty (30) working days prior to the final date of employment. If funding becomes available within one year after the layoff, the employee shall be offered their job back.

## **ARTICLE 19** **LEGAL COVERAGE/CIVIL DISOBEDIENCE**

MPA will not require arrest as part of regular work duties. In the event of accidental arrest, the MPA will investigate the incident, and if found to be accidental arrest, shall cover all legal fees and bail under the authority of the Board of Directors for any members of the staff who, in pursuing MPA duties are arrested and/or are subject to legal action as a result of their MPA work. If that individual is sentenced to jail because of action undertaken as a MPA employee, as a part of MPA program strategy with MPA approval, MPA will continue the employee on full salary.

## **ARTICLE 20** **MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this

Agreement, the MPA agrees to make no changes without appropriate notice and negotiations with the Association unless such change is made to comply with law, and existing regulations, Personnel Rules, written Policies and Procedures, General Orders, General Operating Procedure, or Standard Operating Procedure.

## **ARTICLE 21** **MANAGEMENT RIGHTS**

Except to the extent that wages, hours, or working conditions have been made the subject of this Agreement, MPA retains and has the right to exercise as a "management right" all aspects of wages, hours and working conditions. This includes, without limitation, the right to schedule its work force, the right to determine the size and tasks done by its work force, work rules (subject to the just cause provisions of this Agreement), training, discipline (subject to the just cause provisions of this Agreement), and non-mandated details of Commission structure.

## **ARTICLE 22** **UNION MEMBERSHIP AND DUES DEDUCTION**

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

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

Checkoff: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and fees and voluntary contributions to Political Action by Service Employees and Retirees ("PASER") of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the first payroll period of each month by the second payroll period for each month the deduction was made. Where laws require written authorization by the employee, the same is to be furnished to the Employer in the form required. No deduction will be made which is prohibited by statute. In the event that an employee is not on the payroll during the week in which the deduction is to be made or has insufficient earnings for that week, the Employer will make said deduction from the next viable paycheck. (The employer has a reasonable period of time following ratification to implement). The Employer shall remit to the Union at 65 State Street, Augusta, Maine (or electronically) all deductions of dues and agency fees made from the wages of employees, together with a list of all employees from whom dues or agency fees have been deducted. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) lay-off from work, or (d) an agreed leave of absence or disability, or (e) revocation of the "check-off" authorization in accordance with its terms or with applicable law.

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

purposes of complying with this Article.

**ARTICLE 23**  
**NON-DISCRIMINATION**

The Agency and the Union agree that there shall be no discrimination, coercion or intimidation of any kind against any employee because of Union activity, race, color, religion, creed, sex, sexual orientation, gender identity, age, national origin or ancestry, political affiliation, marital status, criminal record, physical disability, mental disorder or veteran status, and that these are unrelated to employment opportunities except as they may serve as a bona fide job qualification.

Maine People's Alliance and MSEA-SEIU agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure. If the grievant reasonably believes that their immediate supervisor has participated in the conduct giving rise to the grievance, he/she may initiate the grievance at the next step of the Grievance Procedure above that supervisor's level. This provision shall not preclude other legal remedies provided by law.

**ARTICLE 24**  
**Performance Evaluations**

MPA is committed to providing employees with regular feedback. All employees will receive an annual performance evaluation, and new hires will receive an evaluation just prior to the end of their ninety (90) day probationary period.

MPA employees will receive a formal, written annual performance evaluation by their supervisor, reflecting the employee's success at meeting the duties in their job description, their goals, and the work outlined in their work plan. The purpose of the performance evaluation is to identify and discuss areas of strength and weakness and any professional development goals of each employee. The evaluation shall identify goals, development needs and challenges and shall include a plan for addressing those needs and challenges in the future. The evaluation will also identify the support to be provided in order for the employee to progress. In order to ensure an equitable process across departments, MPA shall use a standard evaluation form and will provide supervisors with guidance or training on how to evaluate staff members.

Employees shall receive a copy of their performance evaluation at least two (2) workdays before meeting with their supervisor(s) to discuss the evaluation. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback and goals. The employee shall have an opportunity to make comments, objections and proposed changes to their goals.

Peer feedback is also part of the evaluative process. Peer evaluations will be done using a standard form, and employees will provide examples of strengths and areas of potential growth for their coworkers. Peer feedback will be provided, summarized by the supervisor, for an employee with their performance evaluation and may help an employee and their supervisor identify professional development goals.

The results will be included in the employee's personnel file. An employee has the right to submit a written response to performance evaluation which shall be included in the employee's personnel file.

Evaluations are non-disciplinary in nature and no discipline or discharge shall happen in a performance evaluation meeting. Evaluations are not tied to wages or any other monetary payments.

## **ARTICLE 25**

### **Permanent Status & Limited-Term Employees**

1. Probation
  - a. All new MPA employees will be considered as probationary for the first ninety (90) calendar days of employment. Employees on probationary status receive all pay and benefits with the exception of eligibility to take any leave time other than vacation, sick, bereavement and compensatory leave.
  - b. An evaluation will be conducted prior to the conclusion of the probationary period and a determination made as to whether the employee has performed to satisfactory standards. Should the employer determine that a probationary employee is not satisfactorily meeting job requirements, MPA may extend the probationary period by two (2) months. If the probationary period is extended, MPA will meet with the employee prior to the extension. The meeting will consist of a discussion of the employee's performance evaluation as well as a performance improvement plan (PIP). The PIP will include clear goals that must be met to demonstrate improvement as well as training and professional development that the employer may provide to support the employee's continued employment. Union representation at this meeting will not be denied.
  - c. Unless notified in writing otherwise prior to expiration of their probationary period or extension thereof, the employee shall be granted permanent status immediately following such probationary period.
2. Limited-Term Employees
  - a. This language does not pertain to interns and fellows, who are limited to a maximum of twenty (20) hours per week for a duration of no longer than one year.
  - b. Limited-term employees are eligible for all pay and benefits as they would be if they were hired as permanent employees.
  - c. MPA must give MSEA notice of the hiring and intended term of any limited-term employees.
  - d. No limited-term employee position can last longer than twelve (12) months.
  - e. Upon hire, limited term employees must be informed of the intended term of their employment.
  - f. If at the termination of the limited-term employment period, management and the employee mutually agree that the employee continue employment, time spent as a limited term employee will be credited towards any probation the employee would have had to serve.

## **ARTICLE 26**

### **PERSONNEL FILES**

1. An employee may review their personnel file at reasonable times during their regular work hours by requesting access to the file from their supervisor. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.
1. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain commendations, employee performance evaluations or ratings and records of training programs completed (to the extent these documents exist).
1. Upon request to the Supervisor, an employee shall be provided a copy of any or all

materials in their personnel files. Copies of material added to the employee's personal file after the effective date of this Agreement shall be sent to each employee simultaneously with it being placed in their personnel file.

1. Records of discipline shall not be used for purposes of progressive discipline after they expire: Oral reprimands, written reprimands, and written warnings will expire three (3) months from the date of the occurrence provided that the employee has had no further related disciplinary action since that date, except reprimands and warnings pertaining to instances of harassment, which will expire one (1) year from the date of occurrence. Records of suspensions will expire after two (2) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date.

## **ARTICLE 27** **RESPONSIBILITIES OF THE PARTIES**

The MPA and MSEA-SEIU acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA-SEIU, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The MPA and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (a) Exclusive Negotiations. The MPA will not bargain collectively with any employee organization other than MSEA-SEIU with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request bargaining they will be advised by the MPA to transmit their requests concerning terms and conditions of employment to MSEA-SEIU.
- (b) Employees' Rights. There shall be no interference, intimidation, restraint, coercion or discrimination by either the MPA or MSEA-SEIU as a result of the exercise by any employee within the bargaining unit of their contractual or statutory rights related to membership in MSEA- SEIU or any other right granted under the National Labor Relations Act.
- (a) Fair Representation. MSEA-SEIU acknowledges its responsibility to represent and handle grievances for all employees within the bargaining unit. The MPA shall not be responsible for actions taken or not taken by MSEA-SEIU with respect to its responsibility to provide fair representation.
- (d) Settlement of Grievances. The applicable procedures of this Agreement shall be followed for the settlement of all grievances.

## **ARTICLE 28** **REST AND LUNCH PERIODS**

1. The present practices of MPA with respect to rest periods during the regular workday shall be continued, provided that each employee shall be allowed two (2) rest periods with pay of fifteen (15) minutes during each regular workday. Employees whose duties involve continuous operations where breaks cannot be scheduled shall take personal rest periods as schedules permit.
1. Present practices of MPA with respect to lunch periods during the regular workday shall be continued, provided that each employee shall be allowed at least one-half hour for lunch during each regular day.

## **ARTICLE 29** **RETIREMENT PLAN AND CONTRIBUTION**

MPA provides a retirement benefit to covered employees through a SIMPLE IRA plan.

Employees must have earned more than \$5,000 gross in the previous employment year and be reasonably expected to earn more than \$5,000 gross in the current employment year to be eligible. At the latest, once the employee reaches the \$5,000 threshold in the second year, MPA will begin contributing 2% of each eligible employee's gross salary to the plan, to be invested on the employees' behalf on a monthly basis. The employee's first 2% in benefits is based on the employee's payroll from Jan 1st of the qualifying year, and the investment will be brought up to date for that year once required paperwork is completed by the employee. The employees are responsible for setting up their investments with the MPA investment advisor; no contributions can be made before this occurs. Each person may elect to contribute an additional amount up to tax-deferred contribution limits set by law. These employee contributions are voluntary, and will not be matched or supplemented by MPA. Additionally, for all qualifying for the SIMPLE plan, MPA will also pay employees a 3% "pension bonus"-- this 3% will be added income to the individual, with all but the relevant Social Security and Medicare tax deferred. As with MPA's employer-paid pension benefits, all deferrals will be invested on the employees' behalf on a monthly basis. Investment instruments are selected by the employee from a range of choices offered by MPA.

### **ARTICLE 30** **SEVERABILITY**

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, then such specific Article, section or portion specified in such decision or which is in such conflict with any law, rule or regulation, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

### **ARTICLE 31** **Student Loan Assistance**

The Employer and the Union recognize that student loan debt is a significant burden to staff as student loans have been becoming increasingly complex, and options for repayment are confusing to many. The joint goal of MPA and the Union is to enable staff to participate in the Public Service Loan Forgiveness (PSLF) program that allows for all direct federal student loans to be forgiven, tax-free after 10 years and 120 payments. It's also understood that some MPA staff members are seeking to be enrolled in an income-driven repayment plan to reduce their monthly payments until their debt is forgiven. MPA will support staff in management of their student debt by making sure they have support, documentation and expert counseling. MPA will also provide support if the PSLF changes, is augmented or replaced by another succeeding or similar loan forgiveness program.

MPA will assist staff in the following steps:

1. MPA will assist bargaining unit members to fill out the Public Service Loan Forgiveness (PSLF) Employment Certification Form as well as other documents that may be required for loan forgiveness.
2. MPA will assist in recertifying employment annually.
3. MPA may, at its discretion, utilize an administrative service to assist in and to provide loan education and other assisted student loan service.
4. MPA will assist in connecting employees with loan counseling services once a year and as part of new staff orientations.
5. Loan counseling will be planned and begun upon ratification.

### **ARTICLE 32** **SUCCESSOR**

The provisions of this Agreement shall be binding upon MPA and its successors and assigns by merger, consolidation or otherwise, to the extent provided by law.

**ARTICLE 33**  
**TERM OF AGREEMENT**

This Agreement shall be effective from March 18, 2024 through December 31, 2026. Either party shall give sixty (60) days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

Provided, however, that the terms and conditions of this Agreement shall remain in full force and effect after the expiration date of this Agreement and during the period of collective bargaining negotiations for a new Agreement, until such time as a new Agreement is arrived at, except that if either party desires to terminate the Agreement after the Agreement's expiration date, it may provide written notice to the other party following the expiration date and not less than ninety (90) days prior to the desired termination date.

**ARTICLE 34**  
**Work Planning, Workload, and Job Descriptions**

1. Work Planning and Workload:

a. On at least a quarterly basis, or at the request of an employee, the employee and their supervisor shall create and/or revise a work plan for the employee, reflecting the employee's job description, organizational goals, team goals, and other clear benchmarks. The meeting may be used to assess the employee's current work plan against their job description, especially in regard to the estimated versus actual percentage of time spent on defined work areas. No adjustments to job descriptions will be made without notice and an opportunity to bargain wage rate, as described in 3(c) below.

b. The supervisor should be an employee's first point of contact for workload issues, however employees may also discuss their concerns with a union representative or shop steward at any time. If deemed necessary, an employee, or their union representative or shop steward may approach a Co-Director to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

c. Salaried staff shall have their areas of responsibility defined and shall have discretion in the scheduling of their work hours, subject to supervisor approval. Assignments shall be made with a view to an equitable balance of workloads among staff.

2. Acting Capacity:

When an employee temporarily takes on a job or assignment with significantly greater hours or responsibilities in order to fulfill work created by a temporary staff vacancy, the employee and their Union Representative shall be granted a meeting with their supervisor and/or Co-Director to discuss time, compensation, work load and priorities. Acting capacity assignments to bargaining unit members shall not be made on an arbitrary or capricious basis.

3. Job Descriptions

a. MPA will maintain current job descriptions for all bargaining unit positions. Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions will be accessible to all employees.

b. 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. Exceptions to this may be reached by mutual agreement as specified in Sections 1 and 2, above.



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

**Appendix A**  
**MSEA and Maine People's Alliance**  
**MOU for Pilot of Shortened Work Week**  
**2/26/2024**

Whereas it is in the shared interest of Maine People's Alliance and Union represented employees to create work life balance and create sustainable working conditions.

The parties shall pilot a new work week for salaried staff.

- a. The pilot of the new work week shall commence no less than 30 days after ratification of this agreement.
- b. The pilot shall last 12 months with check ins at three months and six months at Labor Management Committee.
- c. In general, work responsibilities should be attainable within a thirty-two (32) to forty (40) hour workweek, with work loads designed to be manageable within an average of 36 hours per week. If responsibilities are being met within 32 hours/week, a 32 hour workweek shall be considered acceptable time worked. Supervisors will maintain ongoing tracking of weekly hours worked, and will discuss as part of supervisory check-ins any strategies for moving towards the 36 hour average.
- d. Overtime-exempt employees will occasionally work more than forty (40) hours per week. MPA is committed to fostering a workplace that encourages regular times of rest and relaxation, to that end, staff may bank up to 10 hours of flex time that should be used within a two weeks.
- e. During infrequent times, staff may work an excess of 40 hours several weeks in a row (election day, retreats or conferences, for example) and scheduling of flex time within two weeks may be difficult.
- f. Prior to or during such times, employees may get written approval from their direct supervisor for additional hours banked. Supervisors will meet with employee to make a plan to take time off within 6 weeks. To carry banked time longer than 6 weeks requires written permission of Co-Directors.
- g. Staff with current comp time in their comp bank will not lose any already banked comp time as a result of implementing this MOU.
- h. This pilot shall end 12 months after it begins unless both parties mutually agree to modify or extend it at that time.

At any point, should either party decide that the pilot is not working then the comp time language shall revert to previous CBA language, inserted below.

“Overtime-exempt employees will occasionally work more than forty (40) hours per week.

1. Compensatory Time Accrual & Use

- a. In general, work responsibilities should be attainable within a forty (40) hour work week. However, overtime-exempt employees will occasionally work more than forty (40) hours per week.
- b. When hours worked surpass forty (40) hours in a given week, staff will accumulate one (1) hour of compensatory time off for each hour over forty (40) hours worked. A workweek is Monday through Sunday. Employees should submit accurate timesheets within the workweek the hours were worked. Failure to submit accurate timesheets within seven (7) days after the close of the workweek in which the hours were worked may forfeit

without the approval of the Co-Director. When an employee believes that their compensatory time may in the future exceed forty (40) hours, they may submit to their supervisor and Co-Directors a plan outlining a) why their balance may exceed the forty (40) hour cap, b) how much time they estimate will accumulate, and c) a plan for when they will be able to use their accumulated time. Unless the supervisor/Co-Director provides the employee with reasonable reasons for rejecting or modifying the plan within seven (7) days, the plan will be considered approved. Compensatory time should be taken within six months of the overtime incurred, usually as normal periods of rest and relaxation rather than extended vacation time. Compensatory time requests must be made to an employee's direct supervisor. All efforts will be given to grant compensatory time off requests. Except under extraordinary circumstances, requests to use compensatory time will not be denied.

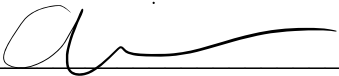
d. No provision of this Article shall have any effect on the accuracy of time sheets. Time sheets will remain accurate to hours worked and will not be capped. "

**APPENDIX B**


**MEMORANDUM OF AGREEMENT – GRANDFATHER CLAUSE**

Employees employed as of the signing of this first bargaining agreement shall be permitted a one-time choice, to be made within 30 calendar days of the signing of the agreement, to remain a non-member of the union. For all employees hired after the signing of the agreement or who do not choose to remain a non-member in the first 30 calendar days after signing of the agreement the requirement of union membership shall apply as outlined in this Article.

In witness whereof, the Parties hereto have caused this Agreement to be executed this 12th day of April, 2024.

  
\_\_\_\_\_  
For the Union:  
Angela MacWhinnie  
Director of Field and Operations  
MSEA-SEIU, Local 1989

4/19/2024  
Date

  
\_\_\_\_\_  
For the Employer:

4/19/2024  
Date