

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Natural Resources Council of Maine**

**and**

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

March 11, 2025 to March 31, 2028

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## **ARTICLE 1: ACCESS**

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

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

Section 3: Bulletin Boards. The Employer will provide to employees a bulletin board for their exclusive use for Union business.

## **ARTICLE 2: ACTING CAPACITY**

An employee is considered to be in an acting capacity status when the employee is assigned in writing to substantially cover another position for a period of more than thirty (30) consecutive calendar days due to an extended vacancy in that position or the extended absence of the employee who occupies that position. An employee serving in acting capacity status is entitled to be paid at a rate that is three percent (3%) higher than the employee's current rate of pay in the employee's regular position. An employee may not be placed in an acting capacity status without mutual agreement between management and the employee.

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

### **ARTICLE 3: DISCIPLINE AND DISCHARGE**

Section 1: Just Cause. No employee who has completed the orientation period shall be discharged or subject to disciplinary action without just cause. The Employer agrees progressive discipline will be followed with respect to disciplinary action. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge, provided that lower levels of discipline may be bypassed by the employer based on the nature and severity of the circumstances. At the discretion of the Employer, a level of discipline may be repeated rather than automatically progressing to the next level of discipline.

Section 2: Right to Representation. In any meeting that an employee could reasonably believe could lead to disciplinary action or discharge of that employee, the employee will have the right to Union representation. In the event that the Employer is aware that a meeting may lead to disciplinary action or discharge, it will advise the employee prior to the meeting of their right to Union representation. The employee will be allowed a reasonable amount of paid work time to locate a representative or steward to attend the meeting.

Section 3: Documentation. All disciplinary action must be recorded in writing and must state the reason for the action. Supervisors must provide written documentation of disciplinary action to the employee, and a copy must be placed in the employee's personnel file. Upon written request from the employee, the Employer will provide a copy to a steward designated by the employee. In the case of a verbal warning, the contents of the warning must be placed in writing. An employee has the right to respond in writing to any disciplinary notices and have that response included in their personnel file. Except when the discipline is concerning discrimination, harassment, or other actions that create risks to the organization or employees, a verbal or written warning may not be used as the basis for progressive discipline against an employee after two (2) years from the date of the disciplinary action if the employee has not had further disciplinary action since that date.

Section 4: Administrative Leave Pending Investigation. Paid administrative leave may be implemented to investigate cases of serious misconduct. The Employer will forward the name of any employee who is placed on administrative leave to the Union when the leave is initiated. The investigation will be concluded as soon as reasonably possible given the circumstances.

### **ARTICLE 4: DOCUMENTATION FOR WORK**

Section 1. To ensure a safe and tolerant work environment for all employees, NRCM agrees not to reveal to the immigration authorities the name, address, or immigration status of any employee, or to update employee records, including verifying employment eligibility, except when required by law or mandated by a funding grant, or when voluntarily provided by the employee to preserve their work status.

Section 2. Employees may request the presence of a Union representative during the verification and/or re-verification process.

## **ARTICLE 5: DURATION**

This Agreement shall be effective starting March 11th, 2025, and shall remain in effect through March 31st, 2028. This Agreement cannot be altered, amended, modified, or waived unless executed in writing between the parties.

## **ARTICLE 6: EMPLOYEE HEALTH AND SAFETY**

Section 1: NRCM 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. Building maintenance, including HVAC systems, will be held to adequate safety standards to ensure a safe and comfortable work environment for all employees.

Section 2: Employees are expected to observe all of the organization's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor.

Section 3: Serious incidents in the workplace: The Employer will provide individualized support on a case-by-case basis for employees impacted by serious incidents in the work place including, but not limited to, serious work injury, work-related death of a co-worker, suicide of a co-worker, experiencing a violent attack or abuse, active weapon situation, or any other incident that may cause direct or vicarious trauma to the employee.

Section 4: The Employer shall provide safety information and training during orientation as well as periodic workplace safety training concerning safety and health hazards, safe work practices, and procedures to eliminate or minimize hazards, including but not limited to infiltration, active shooter, basic first aid and how to use the defibrillator. Upon request, safety trainings, written materials, guides, and protocols shall be provided to staff members in languages other than English.

Section 5. The Employer shall maintain and properly label universally recognizable Medicine Kits in the building. The location of these items shall be communicated to all employees.

## **ARTICLE 7: EMPLOYEE LEAVE**

### Section 1: Vacation.

Full-time (40 hour) employees earn vacation days as follows:

- Year 1: 3 weeks (15 days)
- Years 2-5: 4 weeks (20 days)
- Year 6-10: 1 additional day (8 hours) per year for five (5) years, until reaching a maximum of 5 weeks (25 days) after 10 years of employment

Vacation days are prorated for those employees working a minimum of 24 hours, based on a 40-hour workweek.

Vacation time will stop accruing after 200 hours. Earned vacation time beyond the maximum 200 hours will be lost, and future accruals will be suspended until the employee falls below the maximum accrued hours.

Employees that have more than forty (40) hours of vacation accrued at the end of the fiscal year may elect to cash out accrued unused vacation. Employees must maintain forty (40) hours of accrued vacation after cash out and will be able to cash out a maximum of forty (40) hours of accrued vacation each year.

Employees begin accruing vacation days on their original hire date and are allowed to use vacation time as it is accrued. In extenuating circumstances, and with their supervisor's approval, employees may use up to one week of vacation hours that have not been accrued. Any vacation time in arrears upon an employee's departure from NRCM will be withheld from their final paycheck.

An employee must request vacation time, in advance, from his or her supervisor. Employees will request vacation at least one week in advance of the start of the requested leave when they are requesting to use less than a week. When requesting leave of more than one consecutive week, employees will make their request a minimum of a month in advance of the start of their requested leave. When requesting vacation leave time for four consecutive weeks or more, employees will make their request a minimum of four months in advance of the start of their requested leave. Supervisor must respond with approval or denial within one week of the request. If a request is denied, the supervisor shall work with the employee to schedule the request.

To ensure work coverage during the employee's absence, staff taking three or more weeks of vacation time must complete a Vacation Coverage form. It is the employee's responsibility to

meet with their supervisor and any staff they will be relying on to perform specific tasks while they are on vacation.

To assure that NRCM's work needs are covered, should circumstances change considerably from the time that the vacation request was approved, the CEO/ED reserves the right to rescind or modify the vacation approval. The employee may request monetary compensation should the employee realize a financial loss due to the rescheduling.

NRCM shall pay an employee for accrued vacation leave, up to maximum of 200 hours, upon separation from NRCM employment. In the event of an employee's death, that amount will be paid to the employee's beneficiary or estate.

#### Section 2: Sick Leave.

Full-time (40 hour) employees will be credited with 24 days of paid sick leave on April 1 of each year, for use during the following year. Unused sick leave will not be accrued or carried over from year to year and not be paid out upon separation from employment. Paid sick leave days are prorated for those employees working a minimum of 24 hours, based on a 40-hour workweek.

Paid sick leave may be used only for illness or medical appointments of the employee or of an immediate family member. NRCM may require that an employee provide medical certification to support the need for sick leave when there is evidence of abuse.

#### Section 3: Parental Leave.

Any full time (40 hour) employee who has worked at the organization for six months is eligible for up to twelve (12) weeks of Parental Leave for use within a year following the birth or adoption of a child. Parental Leave is prorated for those employees working a minimum of 24 hours, based on a 40-hour workweek. Employees must request parental leave at least three months in advance of the start of the leave in order to afford time for a plan to be made to cover the leave and must assist their supervisor in development of a plan for covering their work responsibilities during the leave. A leave start time may be adjusted due to medical needs. This leave does not have to be repaid upon leaving employment with NRCM. An employee may request to use up to four (4) weeks of vacation, or up to 4 weeks of sick time if applicable, to extend their leave.

Section 4: Bereavement Leave.

In the event of a death in their immediate family, Full-Time and Part-Time employees will be granted five (5) days of leave with pay.

1. For purposes of bereavement leave, immediate family is defined to include spouse, parents, grandparents, children (including a still birth), grandchildren, siblings, domestic partner, or persons for whom there is a deep and significant personal bond akin to the bond that often exists between immediate family members.
2. An employee may be granted additional bereavement leave time with advance approval from NRCM. Any time taken beyond five (5) days will be charged as vacation time or leave without pay.
3. An employee may split the time they take in order to take time at the time of the death and use a portion later when the service/memorial or related matter is not held within five (5) days of the time of death.

Section 5: Jury Duty. Employees who are called for jury duty will be paid the difference between jury pay and their regular pay (if higher) for all days spent on jury duty, but only for the jury duty required of an employee pursuant to 14 M.R.S. §1216.

Section 6: Reserve Service. Employees who are members of the organized military reserves, and who are required to perform field duty, will be granted Reserve Service Leave, not to exceed two weeks in any calendar year. For any such period of Reserve Service Leave, NRCM will pay the employees the balance between service pay and the employee's regular compensation, the total equaling the regular pay of the employee had they been in the service of NRCM during the period of leave. The employee must furnish an official statement by military authorities giving rank, pay, and allowance.

Section 7: Leave Without Pay. It is the policy of NRCM to consider requests by employees for Leave Without Pay (LWOP). This type of absence from the office is intended to accommodate medical needs, personal hardship, family situations, and other special circumstances. Except in extenuating circumstances, LWOP will be limited to four weeks in any one-year period. Requests for LWOP will be subject to approval by the employee's Senior Director and HR.

Section 8: Sabbatical Policy. After seven years of service to NRCM, an employee who works over 32 hours may apply for a six (6) weeks paid Sabbatical Leave with pay. Employees, with approval of their Director, may choose to add vacation time to extend their sabbatical up to a maximum of eight (8) weeks. Time on Sabbatical shall be considered time worked for purposes of benefits, leave time accrual and seniority.

Section 9: Maine Days. With advance approval from their supervisor, NRCM employees are eligible for three days per calendar year to enjoy the state we work so hard to protect. The leave may be taken with at least two other NRCM employees and may be an outdoors event.

Section 10: Maine Paid Family and Medical Leave Act.

In accordance with the Maine Paid Family and Medical Leave Act, beginning January 1, 2025, 100% of the required contributions to the Maine Paid Family and Medical Leave Program (PFML Program) will be paid by NRCM.

Beginning May 1, 2026, employees who may be eligible for paid leave under the Maine Paid Family and Medical Leave Act shall promptly file an application for leave benefits with the PFML Program. Paid leave under the Maine Paid Family and Medical Leave Act shall run concurrently with applicable paid leave under this Article including sick leave, parental leave and bereavement leave, provided that the total compensation paid to an employee for each day of leave eligibility by both NRCM and the PFML Program shall not exceed the employee's normal salary rate. Paid leave under the Maine Paid Family and Medical Leave Act also shall run concurrently with any leave for which an employee is eligible under the Maine Family Medical Leave statute, 26 M.R.S. §843 et seq., or the federal Family and Medical Leave Act.

Section 11: Holidays. NRCM employees are paid for following 13 holidays when the office is officially closed:

- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Patriots' Day
- Memorial Day
- Juneteenth
- Independence Day

Employees may choose, in advance, to work up to three of the above holidays, in exchange for another floating holiday off of their choosing. A floating holiday must be taken in a full-day increment and within the same calendar year. Employees must submit a floating holiday request in writing to their supervisor prior to taking off the date.

Section 12: Immigration and Naturalization Leave. Any employee attending their citizenship swearing-in ceremony on a scheduled workday shall receive a paid day off. Any employee attending their asylum hearing on a scheduled work day shall receive up to three (3) paid days off.

Section 13: Trauma Leave. Employees suffering workplace injury/trauma may request paid leave to leave before the end of their work day or for additional days as needed. Trauma Leave applies not just when an employee experiences physical injury or harm themselves but also employees impacted by serious incidents in the work place including, but not limited to, serious work injury of another, work-related death of a co-worker, suicide of a co-worker, experiencing a violent attack or abuse, active weapon situation, or any other incident that may cause direct or vicarious trauma to the employee.

Section 14: Paid Union Leave. NRCM shall provide the Union with a total of five (5) leave days each year, without loss of pay, to use for Union activities such as MSEA-SEIU leadership activities, steward trainings, Union conferences, and other similar activities/trainings sanctioned by the Union. The Union shall provide Human Resources at least thirty (30) calendar days' advance notice, and such leave shall be scheduled in a manner to minimize disruption to NRCM. The total number of days of leave per year utilized by all bargaining unit members will not exceed five (5) days.

Section 15: Extended Illness Leave. NRCM will continue to offer Extended Illness Leave in accordance with the existing Extended Illness Leave policy through April 30, 2026. Extended Illness Leave will be discontinued effective May 1, 2026, the date that benefits become available for comparable reasons under the Maine Paid Family and Medical Leave Act.

## **ARTICLE 8: EMPLOYER PREROGATIVES**

Except as specifically set forth in other provisions of this Agreement, the Employer shall have all sole and exclusive prerogatives reserved to management that include, but are not limited to: determine its budget; establish standards of performance of its employees, including setting key performance indicators and qualifications; establish ethical standards; determine public messaging; establish security, privacy, and data security policies; supervise employees and their work; determine training needs, and how and when employees will be trained; conduct employee performance evaluations and determine the competency of employees; hire, promote, assign, direct personnel; discipline employees for just cause; increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons; determine the manner, means and methods by which all operations of NRCM will be carried out; establish, change, administer and enforce Employer rules, policies and regulations; and take actions

deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

Neither the failure of the Employer to exercise any discretion reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such prerogative or a binding precedent restricting Employer's discretion.

## **ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1: Definition of a Grievance. A grievance is defined as any dispute over the interpretation or application of this Agreement, including discipline or discharge of an employee (other than an employee in the initial trial service period who may not challenge discipline or discharge actions under this Agreement but may otherwise exercise rights to grieve).

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

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

Section 4: Timelines. Time is of the essence in the filing and processing of all grievances under this Article. When the Employer fails to respond within the timelines specified herein the Union is allowed to submit the grievance to the next level. When the employee or the Union fails to submit the grievance to the next level within the timelines specified herein the grievance is considered withdrawn. The parties may extend timelines by agreement in writing. No arbitrator shall have the authority to waive, amend, modify or adjust the time requirements set forth in this Article.

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

Section 6: Discharge Grievances. All discharge grievances shall be filed at Step 2 of the Grievance Procedure within fourteen (14) calendar days of the date that the employee is notified of the discharge.

Section 7: Grievance Steps.

Step 1. The employee or the Union, through any employee who is a steward or a non-employee union representative, may file a grievance in writing with the Senior Director to whom the employee reports, and/or Human Resources, within fourteen (14) calendar days from the occurrence or the time when the employee should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the employee's complaint, the article(s) of this Agreement allegedly violated, and the requested remedy. The Senior Director and/or Human Resources will meet with the employee and a Union representative, within seven (7) calendar days of the filing of the grievance. Together, the parties shall attempt to resolve the grievance. The Senior Director or Human Resources shall respond in writing no later than seven (7) calendar days from the date of the meeting.

Step 2. If the grievance is unresolved, the employee and/or the Union may appeal the grievance to the Executive Director/CEO fourteen (14) calendar days after receiving the Step 1 response. The Executive Director/CEO will meet with the grievant and Union representative within fourteen (14) calendar days of the date the Step 2 appeal was filed. The Executive Director/CEO or designee shall respond in writing no later than seven (7) calendar days from the date of the meeting.

Step 3. If the grievance is unresolved, the Union may provide written notice to the ED/CEO or designee of its intent to arbitrate the grievance. This notice must be provided within twenty (20) calendar days of the date of the Step 2 response.

Section 8: Mediation. In the event that an arbitration notice is received, mediation through either FMCS or some other mutually agreed upon mediation service may be held based on mutual agreement. If the parties agree to proceed to mediation, and the grievance remains unresolved, the Union may provide written notice to the Executive Director /CEO of its intent to proceed to arbitration. This notice must be provided within fourteen (14) calendar days of the conclusion of mediation.

Section 9: Arbitration. In the event there is either no mediation or mediation is unsuccessful, the parties will attempt to select a mutually agreed arbitrator. If unable to agree upon an arbitrator within ten (10) calendar days of receipt of the notice for arbitration, the Union shall, within fifteen (15) calendar days, submit the grievance to the American Arbitration Association (AAA) in accordance with the AAA rules then in effect.

The parties have an interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties will make all reasonable efforts prior to the hearing to stipulate to facts that are not in dispute, to stipulate to the issue(s) to be presented to the arbitrator, and to decide whether written briefs may be submitted. Briefs will be used judiciously by the parties, recognizing their impact on the timing and cost of receiving a decision and award. Except in extraordinary circumstances with the consent of the other party, neither party may order a transcript. The arbitrator will issue a written decision and award within thirty (30) calendar days of the close of the hearing (including thirty (30) calendar days after receipt of briefs, where they are submitted). The arbitrator will have no power or authority to add to, modify or subtract from the provisions of this Agreement. Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The grievant and a steward shall be granted paid release time to participate in arbitration hearings. The Employer will release employees from work on a reasonable as needed basis to testify.

## **ARTICLE 10: HOURS AND WORK**

Section 1: Definitions. Work Week: The work week begins at 12:01am Sunday and ends at midnight the following Saturday.

Section 2: Work Day. The standard work day shall be eight hours. Exempt salaried employees are considered professional employees who are responsible for working the hours necessary to accomplish their work.

Section 3: Meals and Rest Break. NRCM employees shall receive a thirty (30) minute paid lunch break for each work day of six (6) hours or more. For each four (4) hours of work non-exempt hourly employees shall be entitled to one (1) fifteen (15) minute rest break. Lunch and rest breaks shall be on paid time. Non-exempt hourly employees may choose to combine rest and meal breaks to take a longer combined meal/rest break.

Section 4: Hourly Staff Overtime. Non-exempt hourly staff shall be paid at the rate of time and one half for each hour worked after forty (40) hours in a work week.

Section 5: Remote Work. Remote work is defined as working at a location outside of the office for employees that have office space provided.

For employees that have a work space provided at the Augusta headquarters, remote work arrangements may be approved **if** business needs are met and there is appropriate workload planning. Both salaried and hourly employees may be approved for remote work. It is understood that the extent of remote work will be evaluated by NRCM based on the individual's

position and assigned work, and it is understood that some positions may have more flexibility than others. With advance notice by NRCM, employees approved to work remotely may have their remote work schedule modified, or be required to attend in-person meetings or to work from the Augusta office, when NRCM determines that working from the Augusta office is necessary.

NRCM will furnish employees with equipment for one work space, which for most employees will be at the Augusta office. For employees that do not have a work space provided at the Augusta headquarters, employees shall be provided the equipment needed to set up and maintain a remote home office. For employees assigned work space at the Augusta headquarters, additional equipment needed for a remote office shall be purchased and maintained by the employee. Subject to approval of the Administration Department, only the standing desk, an additional monitor, and keyboard and mouse can be removed from the Augusta office to supply a remote office for employees assigned an office in Augusta. All other furniture and equipment must remain in the Augusta office. All furniture and equipment paid for by NRCM is the property of NRCM, and it is the responsibility of the employee to return all equipment to the Augusta office upon separation from employment. If an employee fails to return NRCM property upon separation of employment, the cost of the property may be deducted from the employee's final paycheck.

When working remotely, staff are required to work the same number of hours as they would in the office. They are also required to be generally available by phone and email during the core business hours of 10:00 AM until 3:00 **PM** (except due to meetings or other work commitments).

Where office coverage is required, staff may, subject to approval by Senior Leadership, be permitted to create an equitable rotation of coverage, so that coverage is maintained and staff will also have days that they can telework.

**Remote Position:**

NRCM may designate a position as fully or mostly remote, with the expectation that the employee will live and work within Maine. A remote designated position will not be required to report regularly to Augusta office and may not have designated office space there. When travel to the Augusta office is necessary or required, NRCM will reimburse the employee for mileage.

Section 6: Flexible Scheduling.

NRCM strives to support its employees with a healthy work/life balance while recognizing that sometimes excessive and irregular hours are required.

Short Term Flexible Schedule: Flex time is an adjustment to the staff member's normal working hours. Staff may request use of flex time to temporarily adjust their schedule from the traditional eight-hour day, Monday-through-Friday week due to:

- a. Personal commitments - Employees may adjust their schedule, with the consent of their supervisor, to allow for personal commitments such as, but not limited to, appointments or picking up/dropping off a child.
- b. Excessive hours - Some projects require additional and irregular hours for activities such as, but not limited to, member events, late night meetings, and travel.

These adjustments must be approved by the supervisor. Employees should track their actual time used each day. Flex time should fall within the same two-week pay period. For hourly staff, time must be flexed within the same work week. Employees may not accumulate compensatory time (comp time). A flex time arrangement may be extended for a defined time period with approval by their supervisor.

#### Section 7: Inclement Weather.

In cases of inclement weather, each employee that determines that they are unable to work at their home and that it is unsafe to travel to the office must do the following:

- a. The employee shall call in to their supervisor before their usual workday begins to inform their supervisor of the absence.
- b. The employee will be responsible for completing their own duties and will communicate directly with people who are relying on them for products, meeting attendance, etc.

Occasionally, management may determine the weather to be so extreme as to be hazardous for all staff to commute. They may determine that the office will open late, close early, or close completely for a day.

Should the office close completely due to inclement weather, and an employee is unable to work from home, the employee will be given paid administrative leave. If the office is closed due to weather-related events, employees are expected to communicate with their supervisor to determine work that can be performed at home or make alternative arrangements for coverage.

## **ARTICLE 11: INSURANCES AND RETIREMENT**

Section 1: Health Insurance. NRCM employees are eligible for the health insurance benefit the first of the month following employment.

All eligible employees have the opportunity to participate in the Health Insurance plan that NRCM offers. NRCM will pay 100% of the premium for the employees and 60% of the premium for additional family members. For qualified part-time employees the premiums are prorated based on the employee's workweek. NRCM may, after notice to and consultation with the Union, change to a different health insurance plan that offers similar benefits and coverage.

Section 2: HRA Contribution. All employees that participate in NRCM's health insurance plan are eligible for the Health Reimbursement Account (HRA). The HRA is a healthcare plan, paid by NRCM, that reimburses medical expenses approved through NRCM's health insurance provider. NRCM will contribute to the HRA an amount equal to 100% of the employee only plan deductible. For employees with family coverage, NRCM will contribute to the HRA an amount equal to 90% of the family plan deductible. For qualified part-time employees **HRA** contributions are prorated based on the employee's workweek.

Section 3: Flexible Spending Account (FSA): Employees may contribute on a pre-tax basis to a health and childcare reimbursement account program. Separate accounts are available to pay for medical expense (such as dental, eye care, deductibles, coinsurance, etc.) and childcare.

Section 4: Life Insurance. **NRCM** will pay life insurance premiums for each eligible employee for coverage up to one times salary with a maximum coverage of \$50,000. The employee is eligible for this benefit 90 days after the date of employment.

Section 5: Short Term Disability Insurance. NRCM will maintain a Short-Term Disability program, for employees who are unable to work for an extended period due to an injury or illness. Full-time employees (32 hrs.) become eligible after ninety days of employment.

Section 6: Long Term Disability Insurance. NRCM employees are covered for long term disability. NRCM pays the premium for this coverage for all eligible employees. This coverage goes into effect 90 days after the date of employment.

Section 7: Dental Insurance. Effective September 1, 2025, the employer shall make dental insurance coverage available to NRCM employees. A plan shall be selected by mutual agreement. NRCM will pay 100% of the cost of the employee's coverage, and 60% of the cost of coverage for the employee's spouse/partner and dependents.

## **ARTICLE 12: JOB DESCRIPTIONS**

The Employer will maintain current job descriptions for all bargaining unit positions. Job descriptions will include the actual responsibilities assigned to employees in the classification, skills required by the employer, and minimum qualifications of employees in the classification.

Each employee will have access to the job description for their position. An employee who believes the job description for their position is not current may request a review of the job description. The Employer will furnish job descriptions to the Union upon request.

The Employer must notify affected employees and the Union of any proposed changes to a job description at least twenty (20) calendar days before the change is intended to take effect. The notice must include the elements described in the Recognition Article. Upon request, the parties will meet to discuss any changes in duties and bargain wage rates for the position. The parties will bargain in good faith about the wage rates in an effort to reach agreement. The Employer will furnish a new job description to employees in the affected classification whenever they are changed within thirty (30) days of when the change takes effect.

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

### **ARTICLE 13: JOB POSTING AND VACANCY FILLING**

Section 1: Job Posting. When the Employer determines that a bargaining unit position is available, the Employer will fill the vacancy in accordance with this article.

The Employer will post vacancies on the Employer's website and e-mail the announcement to all staff. All bargaining unit position postings will include the responsibilities, required skills, and minimum qualifications of the job, location/or remote, hours per week, exempt or non-exempt status, scheduled days, starting and stopping time (if known and may be subject to change), any weekend or night obligations of the position, wage range, whether it is benefit eligible and the anticipated duration of the position if it is temporary. The position will be posted internally for a minimum of seven (7) days and may be simultaneously posted externally.

Section 2: There shall be participation by a member of the bargaining unit in the hiring process of all positions. One member of the bargaining unit shall be selected by the Union for hiring matters and shall represent the interests and recommendations of bargaining unit members. Staff recommendations shall be given serious consideration, especially strong negative assessments of a job candidate.

Section 3: Diversity, Equity and Inclusion in Hiring.

NRCM shares the goal of maximizing employment opportunities for groups that traditionally have been underrepresented, including, by way of example, people of color, those identifying as LGBTQ+, people of diverse economic backgrounds, people of various ages, military veterans,

etc. NRCM will consider suggestions from the Union intended to create more diverse candidate pools or to increase employment opportunities for individuals from diverse backgrounds.

#### **ARTICLE 14: JOB SECURITY**

Section 1: Job Erosion. The Employer agrees not to utilize supervisors, agency employees, and/or other non-bargaining unit employees to perform bargaining unit work in such a manner that results in layoffs of bargaining unit employees or permanently replaces or reduces the hours of bargaining unit employees.

Section 2: Contractor Transparency. Should the Employer decide to use the services of an outside contractor, the Employer shall provide notice to the union that includes: name of the contractor, the services they will be performing, the start and end date of the contract and the amount being paid for the services. This section shall not apply to contracted services that involve Board approval and do not permanently replace or reduce the hours of bargaining unit employees.

Section 3: Application of Agreement to Successors - Obligation to Notify.

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

#### **ARTICLE 15: LABOR MANAGEMENT COMMITTEE**

Section 1: Labor Management Committee. A Labor-Management Committee (LMC) will be established, and will consist of four (4) persons appointed by the Employer and four (4) bargaining unit employees selected by MSEA. Committee membership may be expanded by mutual agreement of both parties, so long as the LMC maintains an equal ratio of bargaining unit members and persons appointed by the employer.

Section 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 NRCM by strengthening employee involvement and disseminating information,
- c. support and provide guidance to collaboration and problem solving across the organization.

Section 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 structure, programs, and operations, including benefits and safety considerations (emergency preparedness, training/education, program evaluation and improvement, injury/incident reports, and other 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 DEIJ within the organization, including hiring, orientation and training, promotion and skills advancement opportunities, and educational resources and programming for all staff and supporters. The LMC may also identify operational areas within NRCM's organization where there could be improvements in DEIJ.

The committee will be provided quarterly reports by NRCM management 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.

Section 4: Meetings. Meetings will be scheduled quarterly at regular times established in advance to allow adequate time for scheduling regular duties. Additionally, the Committee may meet at any time by mutual agreement. Meetings will be held during regular working hours on NRCM's premises or online, and without loss of pay to participating employees. Minutes will be kept; they must be reviewed and approved by the LMC. Approved minutes will be made available to the entire NRCM staff and any updates provided by NRCM management shall be captured in the minutes.

## **ARTICLE 16: LAYOFF AND RECALL**

Section 1: For purposes of this article, "layoff" means a reduction in the number of individuals working or hours worked in a classification or position:

Should the employer determine that a layoff is financially or programmatically necessary, the Employer will give the Union and individuals within the affected job classification as much notice as possible but in no case less than twenty (20) business days written notice. The notice will identify the date of the planned action, the individuals who will be laid off and/or whose hours will be reduced, and the reason for the action.

Section 2: Conduct a Collaborative Problem Solving Meeting. At the Union's request, the Employer will meet with the Union to discuss the reason the Employer plans a layoff and potential alternatives to it. The meeting will be scheduled within five (5) calendar days of the request. The Union and the Employer shall work in good faith to find mutually agreed alternatives to layoffs.

Section 3: Rights of Laid-Off Employees. Employees who are laid off after completing their orientation period will be eligible for recall for up to 12 months after the layoff to an equivalent position (similar work and rate of pay as the pre-layoff position) for which they have the necessary job-related qualifications and training. Recall **will** be accomplished simultaneously by e-mail and trackable mail to the employee's addresses on file in the Human Resources Department. The employee is responsible for notifying Human Resources of any address changes. The employee must accept or reject the position within seven (7) days and report to work within fourteen (14) days of the mailing of the recall notice unless the Employer and the employee agree otherwise. An employee's recall and employment rights terminate if the employee rejects an equivalent position (similar work and rate of pay as the pre-layoff position). A full-time employee on layoff may elect to work in a part-time position at NRCM without giving up the employee's recall rights.

## **ARTICLE 17: LISTS AND NEW EMPLOYEES**

Section 1: The Employer will provide the Union with an electronic list of the name, home address, personal email, telephone number provided by the employee, employee identification number, job classification, department, shift, pay grade (if any), pay step (if any), wage rate, hire date, and employee status (i.e. regular full-time, regular part-time, or temporary) for each bargaining unit member as contained in the Employer's HR database. In addition, the Employer will provide the Union with a list of bargaining unit members designated as new hires, transfers, promotions, and terminations including the date of the personnel action. Both lists will be provided to the Union office on a quarterly basis. The Union may request an updated list at any time that the Employer has not provided such a list within the past 30 days. The Union agrees that it will use this information only for Union business and will use reasonable good faith efforts to protect employee privacy.

Section 2: Union Orientation. The Employer shall inform MSEA-SEIU of all new employee orientations and/or new hire meetings no less than five (5) workdays in advance and shall allow MSEA-SEIU representatives one (1) hour to present at any orientation and/or new hire meetings.

Each new employee who does not attend an in-person orientation or new hire meeting shall be allowed one (1) hour of paid work time within his or her first six (6) months of employment to meet with a representative of MSEA-SEIU.

#### **ARTICLE 18: NO STRIKE - NO LOCKOUT**

There shall be no strikes or lockouts during the term of this Agreement.

As used in this Agreement, the term "strike" shall mean and include any collective (2 or more people) work stoppage or slowdown. No employee, nor the Union, shall engage in or induce or encourage or attempt to induce or encourage any strike, as defined above. NRCM agrees that there will not be a lockout of bargaining unit employees during the period of this Agreement.

#### **ARTICLE 19: NON-DISCRIMINATION**

Section 1: The Natural Resources Council of Maine believes that every employee is valuable and should be treated with respect. NRCM is committed to providing a safe workplace that is free of illegal discrimination or harassment, including sexual harassment. The organizational management will not tolerate verbal or physical conduct which harasses, disrupts, or interferes with a staff members' work performance or which creates an intimidating, offensive, or hostile environment in violation of state or federal law.

NRCM and the Union agree that each will fully comply with applicable laws regarding discrimination or harassment, including sexual harassment, and will not illegally discriminate against any employee in any manner which would violate any applicable laws because of said individual's age, race, color, creed, sex, gender, gender identity or expression, religion, ancestry, ethnicity, national origin, citizenship status, veteran status, economic status, mental or physical disability or handicap, genetic information, sexual orientation, marital status, parental status, pregnancy status, membership or non-membership in the Union, or other characteristic protected under state or federal law.

Section 2: NRCM is committed to maintaining a workplace that is free from bullying and NRCM agrees to maintain a policy consistent with that commitment.

Section 3: Reporting and Investigation: Both parties agree to encourage any employee who believes they have been subject to illegal discrimination or harassment in violation of this Article to utilize the internal review procedure established by NRCM. A bargaining unit employee may have Union assistance to help file and process such a complaint.

If a bargaining unit employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance starting at Level Two within ten (10) calendar days of the decision resulting from the internal review procedure. Employees also have the option of filing a complaint with the Maine Human Rights Commission.

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

## **ARTICLE 20: ORIENTATION AND TRAINING**

Section 1: Orientation. The Employer will provide orientation and training for all new employees. Orientation for new employees will include information and materials to orient them to NRCM, its policies and procedures, as well as assigned job duties and responsibilities. Each new employee will have a period of at least two (2) weeks during which completing the orientation and training checklist will be the highest priority.

Portions of NRCM orientation will be scheduled in person, circumstances permitting.

Section 2: In collaboration with Labor Management Committee, each Department within NRCM will create an orientation and training checklist for new employees specific to their Department, and will coordinate in identifying areas of orientation and training that will be applicable across Departments. The checklist will be supplemented by HR with information applicable to all NRCM employees. The Employer will solicit input of employees in establishing orientation and training at NRCM. Employees will be provided a written checklist of orientation and training for their position and work with their supervisor to have a plan for how they will access and complete the checklist.

## **ARTICLE 21: ORIENTATION PERIOD**

Section 1: A new employee shall have all the rights and benefits under this Agreement from the employee's date of hire, except for grievance procedures as set forth below. An employee's date of hire shall be the Employee's first day of work. Employees shall serve an orientation period of six (6) months from the date of hire. Employees may be terminated at any time during their orientation period for any reason without recourse to the grievance procedure in this Agreement. Upon the completion of the six (6) month orientation period, the Employee shall automatically become a regular employee.

Section 2: The Employer may extend the orientation period up to an additional six (6) months due to unsatisfactory job performance, without recourse to the grievance and arbitration procedures of this Agreement. In extending the orientation period, the Employer must have

provided a performance evaluation at 90 days and at 6 months, and the Employer shall create a mutually agreed performance plan and training plan to address performance concerns. The Employer will notify the employee and the Union in writing of the employee's orientation period extension. A newly hired Employee whose performance is deemed unsatisfactory during the orientation period or any extension thereof up to an additional six (6) months, may be terminated prior to the expiration of said period and such action is without right of appeal and is not subject to the grievance and arbitration procedures of this Agreement. An orientation period will be deemed satisfactorily completed unless the Employee's services have been terminated before the completion of the orientation period, or any extension thereof.

## **ARTICLE 22: PERFORMANCE EVALUATIONS**

The Employer will perform regular performance evaluations to provide constructive feedback to employees to enable them to perform satisfactorily and contribute fully to the mission of NRCM and to plan for training and skills development.

Performance evaluations shall be conducted annually by the Employer. New hires shall be evaluated after their first ninety (90) days, at the end of orientation period, and every year thereafter. The Employer may provide feedback more often to encourage the employee's growth and awareness. The employee may also request more frequent feedback to address specific work or for growth.

The employer may alter the performance review tools and process. When management plans to alter performance review tools and/or process, management will seek input about the potential changes from the Union. In preparing a performance evaluation, the Employer will consider input from the employee and employees will submit a self-evaluation. The Employer may consider input from the employee's co-workers; however, such feedback will be evaluated by the Employer to be fair, accurate, and relevant to performance of the employee's job responsibilities. The Employer evaluation shall be conducted by someone who is reasonably familiar with the employee's work. The employee will also have the opportunity to provide input regarding the performance of their supervisor and Senior Director. The employee's supervisor or acting 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 on the evaluation form before the form is placed in the employee's personnel record. The supervisor will provide a written evaluation of the employee within twenty (20) business days after submission of the employee's self-evaluation.

Evaluations that identify areas of improvement or desired skill development may also identify the support to be provided in order for the employee to progress, if applicable. Evaluations are non-disciplinary in nature and no discipline or discharge shall happen in a performance evaluation meeting.

### **ARTICLE 23: PERSONNEL RECORDS**

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

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

The Employer will make an employee's personnel file available for the employee's review and copying within five (5) days of a written request. The Employer will make an employee's personnel file or portions of it available for Union review and copying if authorized by the employee or if the information is relevant to representing members of the bargaining unit. When a file is requested by the Union without authorization by the employee, the employee will be notified of the request before the file is furnished to the Union. The Union will request the relevant documents in writing including a statement of relevance, and provide the Employer with at least five (5) days' advance notice.

### **ARTICLE 24: PROFESSIONAL DEVELOPMENT**

NRCM values its staff and believes in investing in their professional growth and training. It also values learning and continuous improvement. NRCM encourages employees to engage in training to acquire knowledge and/or skills, which will enable the individual to perform more effectively.

In addition to any training required by NRCM, each NRCM staff member shall have allotted \$1,000 each year for professional development and additional training related to their position for their use throughout the year, subject to advance approval of their supervisor. Use of work time for travel to or attendance at activities covered by these professional development funds shall be at the discretion of NRCM, and subject to advance approval by Human Resources. Professional development funds do not roll over year to year if unused. Professional development funds may be used for fees, tuition, travel, materials or other related expenses. Professional development funds will be prorated for part-time employees.

Extended training or career opportunities, such as studying for advanced degrees, are considered on a case-by-case basis.

## **ARTICLE 25: RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time, part-time, and limited duration employees of the Employer, excluding the following: Chief Executive Officer, Senior Directors, Executive Assistant, temporary employees, managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. Of the classifications established as of the date of this Agreement, the classifications included in the bargaining unit are those classifications listed in Appendix A.

When a new job classification is established, it will be included in the bargaining unit unless it describes an employee who is a guard or a managerial, confidential, or supervisory employee. At the request of either party, the parties **will** meet to bargain the appropriate wage rate for the new classification.

## **ARTICLE 26: REIMBURSEMENTS AND STIPENDS**

Mileage: NRCM shall reimburse employees when they use their own vehicles for approved work-related travel outside of their normal commute from home to the NRCM office. Fully remote positions shall be reimbursed for mileage when required to drive to the office. Work-related travel eligible for reimbursement may include meetings that happen during the normal workday as well as on evenings and weekends. Mileage shall be reimbursed at the standard IRS reimbursement rate and in accordance with established NRCM policy.

Cell Phone Stipend: Employees who frequently use their cell phones for work shall receive a monthly stipend of fifty dollars (\$50).

Travel Reimbursement: NRCM shall reimburse travel expenses for work-related events that are approved by a supervisor. These expenses can include plane tickets, hotel, parking, car rentals and gas for rented cars, cabs, shuttles, bus, tolls, or subway fees to and from the location of the business event.

Within one month following completion of work-related travel, employees must submit travel expenses for reimbursement through the application or program designated by NRCM (currently ClickTime) and submit receipts for all expenses, other than mileage, including boarding passes for plane travel reimbursement.

NRCM will reimburse for meals during work-related travel events up to \$75 a day, including tips and excluding alcohol.

## **ARTICLE 27: RETIREMENT PROGRAM**

Employer Contributing Program: After a 6-month provisional period, NRCM employees are eligible to participate in the 403(b) Plan. NRCM will then contribute 5% of the annual salary. Employees must contribute at least 2% of their annual salary to the 403(b) plan, which will be matched by NRCM with up to an additional 2%.

## **ARTICLE 28: RIGHTS OF NURSING PARENTS**

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

- a. provide adequate paid break time, according to the needs of the nursing parent, each day to express breast milk for their nursing child.
- b. upon return from parental leave, the nursing parent will meet with HR or their manager to determine appropriate scheduling to meet the needs of the nursing parent.
- c. shall provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy with a door that locks.
- d. an employee shall not be required to combine their lunch break with their pumping break.

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

## **ARTICLE 29: SEPARABILITY**

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

## **ARTICLE 30: STAFF PARTICIPATION AND RELATIONS**

Section 1: The Employer recognizes the value of staff participation in decisions affecting the employee's individual work, including the development of job descriptions, the direction of the organization, and (subject to an employee's job descriptions) the collective work and development of the organization.

Section 2: At the request of an employee or the Union, the NRCM Board shall provide an opportunity for an employee or the Union to provide comments to the Board or committees of the Board. After advance notice to the Executive Assistant, union represented staff may participate as non-voting observers on board committee(s) relevant to their work or program.

Section 3: Collective staff meetings shall be held periodically at times determined by Employer. The purpose of meeting shall be to share information on developments in the organization, including updates relating to the Board, and to develop work strategies for the staff, management and Board.

Section 4: Union members shall be entitled to present an annual evaluation of each management employee's work to the board or executive director. Such evaluations shall be given serious consideration by the leadership in decisions affecting the management employee's job description, tenure and salary. The Employer must solicit the staff's evaluation prior to making such decisions.

#### **ARTICLE 31: TEMPORARY EMPLOYEES**

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

Section 2: A temporary employee is defined as any person hired for up to and including six (6) months, with the understanding that their employment is to terminate at the end of the temporary period.

Section 3: Upon the expiration of the specified period of employment, including extensions of the specified period of employment, a temporary employee may be terminated without the necessity of just cause and said termination shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer may extend the duration of a temporary assignment by up to six (6) months, for a total duration not to exceed one (1) year.

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

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

Section 6: If a temporary employee or limited duration employee is subsequently hired into the same job classification or position with similar job responsibilities and duties, the Employee's time of service in the job classification or position as a temporary or limited duration employee shall be considered part of the Orientation Period.

## **ARTICLE 32: UNION MEMBERSHIP**

Employees in positions covered by this Agreement may become members in the Union at any time, including during their first six (6) months of employment, by providing a written request to the Union. The Union is solely responsible for processing any change to membership status. The Union shall promptly notify NRCM of any validly executed membership application or request to drop membership. Notification of membership status or change in status to NRCM shall not include a copy of the membership but will be sent as an emailed list. In the event that NRCM receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to the Union for processing.

Checkoff. The Employer agrees to deduct from the pay of those employees who individually request in writing that such deductions be made and voluntary contributions to Political Action by Service Employees and Retirees ("PASER") of the Union and agrees to remit to the Union all such deductions taken from the first payroll period of each month by the second payroll period for each month the deduction was made. A dues check-off authorization may be revoked by a bargaining unit employee by submitting a written revocation to the Union. No deduction 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 5 Community Drive, Augusta, Maine (or electronically) all deductions of dues and voluntary contributions made from the wages of employees, together with a list of all employees from whom dues or voluntary contributions have been deducted. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) lay-off from work, or (d) an agreed leave of absence or disability, or (e) an employee's revocation of the "check-off" authorization in accordance with the terms in this Article its terms or with applicable law.

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

### **ARTICLE 33: WAGES**

Upon ratification NRCM shall implement the wage scale, Appendix B, and place all staff in the applicable salary band on the step on the scale equal to their years of experience at NRCM. No staff at NRCM shall make less than the minimum starting salary for their salary band and position. For those staff whose current wage is above the wage listed for their salary band and years of service with NRCM, they shall receive a lump sum equal to 2% of their current salary.

Employees shall move up a step on the scale on the anniversary date of their years at NRCM or, if they are promoted to a position in a higher salary band after the effective date of this Agreement, on the anniversary date of their promotion to the position in a higher salary band. Employees who are promoted to a position in a higher salary band will be placed at the step in the higher salary band that is at least seven percent (7%) higher than the salary that they were earning prior to the promotion, and will move up a step in that band on the anniversary date of their promotion.

On April 1, 2026, the scale shall be increased by 2%. For those staff whose current wage is above the adjusted wage listed for their salary band and years of service, they shall receive a lump sum equal to 2% of their current salary.

On April 1, 2027, the scale shall be increased by 2% and an additional Step Year 16 will be added. Each staff shall be paid the wage that reflects the band their years of service with NRCM. For those staff whose current wage is above the adjusted wage listed for their salary band and years of service, they shall receive a lump sum equal to 2% of their current salary.

Newly hired employees shall be paid at a rate that is in the salary band for that position in Appendix B. Newly hired staff members may be credited in their placement on the scale for years of experience in a similar role.

Dated this 31<sup>st</sup> day of March, 2025.

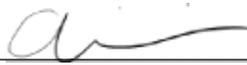
Natural Resources Council of Maine



By: Norton H. Lamb Jr.

Its: Board President

Maine Service Employees Association



By: Angela MacWhinnie

Its: Director of Organizing and Field Operations

**APPENDIX A**

**Position Band Placement:**

Band 1 Positions:	Advocacy Associate Administrative Operations Associate
Band 2 Positions:	Gifts, Records & Stewardship Coordinator Regional Outreach Coordinator
Band 3 Positions:	Accountant Climate & Clean Energy Policy Advocate & Outreach Mgr Events Manager Grassroots Outreach Manager Digital Content Producer Sustainable Maine Outreach Manager Communications Manager & Webmaster Membership & Partnerships Manager Grants Manager Sustainable Maine Program Manager
Band 4 Positions:	IT Manager Senior Advocate Application Analyst, Constituent Engagement Systems Digital Strategist Leadership Gifts Officer Senior Policy Advocate for Woods, Waters & Wildlife
Band 5 Positions:	Climate & Clean Energy Director Woods, Waters & Wildlife Program Director Strategic Communications Director Outreach Director

**APPENDIX B: Wage Scale**

2025	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Band A	\$50,500	\$51,005	\$51,515	\$52,030	\$52,551	\$53,067	\$53,607	\$54,143	\$54,684	\$55,231	\$55,783	\$56,341	\$56,905	\$57,474	\$58,048	\$58,629
Band B	\$53,738	\$54,276	\$54,819	\$55,367	\$55,921	\$56,480	\$57,045	\$57,615	\$58,192	\$58,774	\$59,361	\$59,955	\$60,554	\$61,160	\$61,772	\$62,389
Band C	\$64,487	\$65,132	\$65,783	\$66,441	\$67,105	\$67,776	\$68,454	\$69,139	\$69,830	\$70,528	\$71,234	\$71,946	\$72,666	\$73,392	\$74,126	\$74,867
Band D	\$74,160	\$74,902	\$75,651	\$76,407	\$77,171	\$77,943	\$78,722	\$79,510	\$80,305	\$81,108	\$81,919	\$82,738	\$83,565	\$84,401	\$85,245	\$86,097
Band E	\$85,284	\$86,137	\$86,998	\$87,868	\$88,747	\$89,634	\$90,531	\$91,436	\$92,350	\$93,274	\$94,207	\$95,149	\$96,100	\$97,061	\$98,032	\$99,012

Effective 4/1/2026	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Band A	\$53,310	\$53,825	\$54,345	\$54,871	\$55,402	\$55,938	\$56,479	\$57,026	\$57,578	\$58,136	\$58,699	\$59,268	\$59,843	\$60,423	\$61,009	\$61,602
Band B	\$56,814	\$57,362	\$57,916	\$58,475	\$59,039	\$59,608	\$60,186	\$60,768	\$61,355	\$61,948	\$62,549	\$63,154	\$63,766	\$64,383	\$65,007	\$65,637
Band C	\$67,777	\$68,435	\$69,099	\$69,770	\$70,448	\$71,132	\$71,823	\$72,521	\$73,227	\$73,939	\$74,658	\$75,385	\$76,119	\$76,860	\$77,609	\$78,365
Band D	\$78,643	\$79,400	\$80,164	\$80,935	\$81,715	\$82,502	\$83,297	\$84,100	\$84,911	\$85,730	\$86,557	\$87,393	\$88,237	\$89,089	\$89,950	\$90,818
Band E	\$89,990	\$90,860	\$91,738	\$92,626	\$93,522	\$94,427	\$95,341	\$96,265	\$97,197	\$98,139	\$99,091	\$99,952	\$100,822	\$101,701	\$102,589	\$103,487

Effective 4/1/2027	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Band A	\$52,540	\$53,066	\$53,596	\$54,132	\$54,674	\$55,220	\$55,772	\$56,330	\$56,894	\$57,462	\$58,037	\$58,617	\$59,204	\$59,796	\$60,394	\$60,998	\$62,217
Band B	\$55,910	\$56,469	\$57,034	\$57,604	\$58,180	\$58,762	\$59,350	\$59,943	\$60,543	\$61,148	\$61,759	\$62,377	\$63,001	\$63,631	\$64,267	\$64,910	\$66,208
Band C	\$67,092	\$67,783	\$68,481	\$69,185	\$69,896	\$70,615	\$71,340	\$72,072	\$72,811	\$73,558	\$74,312	\$75,073	\$75,841	\$76,617	\$77,401	\$78,192	\$79,450
Band D	\$77,156	\$77,928	\$78,707	\$79,494	\$80,289	\$81,092	\$81,905	\$82,722	\$83,549	\$84,384	\$85,228	\$86,081	\$86,941	\$87,811	\$88,689	\$89,576	\$91,567
Band E	\$88,729	\$89,617	\$90,513	\$91,418	\$92,332	\$93,256	\$94,188	\$95,130	\$96,081	\$97,042	\$98,013	\$98,993	\$99,983	\$100,982	\$101,992	\$103,012	\$105,072