

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PREBLE STREET

AND

MAINE SERVICE EMPLOYEES ASSOCIATION-  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1989

April 15, 2022 – June 30, 2024

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## ARTICLE 1 – RECOGNITION

Preble Street hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all of its employees in the collective bargaining unit certified by the National Labor Relations Board in the following:

All Full-Time, Part-Time, and Regular Per Diem Employees in the following classifications:

As Needed Staff  
Caseworker  
Custodial Technician  
Facilities Technician  
Healthcare Navigator  
Housing Support Staff  
Outreach Specialist  
Peer Support Specialist  
Prep Cook  
Program Administrator  
Program Assistant  
Rapid Resolution Specialist  
Receiving Center Coordinator  
Social Change Advocate  
Sous Chef  
Team Leader  
Vaccination Shelter Outreach Worker  
VHS Housing Liaison  
Warehouse and Distribution Staff

When a new job classification is established, Preble Street shall give notice to the Union and, upon request, the parties will meet to determine if it should be included in the bargaining unit. Absent agreement, either party may seek inclusion through the processes available under the NLRA. When a new classification is included in the bargaining unit, either party may request to meet to bargain the appropriate wage rate.

## ARTICLE 2 – DEFINITIONS

**Regular Full-Time Employee:** A Regular Full-Time Employee is an individual who is assigned to a regular schedule and is regularly scheduled to work between thirty (30) and forty (40) hours per week.

**Regular Part-Time Employee:** A Regular Part-Time Employee is an individual who is assigned to a regular schedule and is regularly scheduled to work less than thirty (30) hours per week.

**Regular Per Diem:** A Regular Per Diem (also known as an “As-Needed employee”) is an employee who: 1) is not assigned to a regular and consistent work schedule; 2) works no more than twenty-eight (28) hours per week; and 3) is called into work on an as-needed basis.

**Days:** For the purposes of this Agreement, “days” shall mean calendar days, excluding weekends and paid holidays, unless specified otherwise.

**Classification:** The term “classification” shall mean a job classification as recognized in the Recognition Clause.

**Immediate Supervisor:** An Immediate Supervisor is the employee’s supervisor as designated in the Employee Personnel Change Form.

**Probationary Employee:** All new and rehired Full-Time and Part-Time employees shall serve a probationary period of six (6) months from initial employment.

Per Diem employees shall serve a probationary period of five hundred and twenty (520) hours of actual work in a bargaining unit position. Should a Per Diem employee who has satisfactorily completed their probationary period subsequently transfer into a Full-Time or Part-Time position, they shall serve an additional probationary period of twelve (12) weeks as a Full/Part-Time employee. During this time, the employee may choose to return to Per Diem status without loss of seniority or need to reapply. Should Preble Street wish to return the employee to Per Diem status during the review period, the employee is entitled to an explanation in writing.

During their probationary period, new employees will be oriented to the office, the staff, the Agency, and the duties of the position and will receive appropriate training.

A probationary employee may be disciplined, up to and including termination, without recourse to the grievance/arbitration procedure in this Agreement.

A probationary employee shall have all other rights under this Agreement unless otherwise specified.

**Essential Employee:** Essential employees are defined as employees who are assigned to a coverage shift at a coverage program or in direct service positions in the Food Program, the Facilities Department and/or any other program/department that provides direct services to clients as determined by Preble Street.

**Non-Essential Employee:** Non-essential employees are defined as employees who are not assigned to a coverage shift at a coverage program or in direct service positions in the Food Programs, the Facilities Department, and/or any other program/department. Designated by Preble Street as provided above.

**Seniority:** Continuous service in the bargaining unit starting from most recent date of hire.

**Temporary Employees:** Temporary employees are employees hired for a limited designated period of six (6) consecutive months or less to perform the job responsibilities of a temporarily absent employee in permanent programs, to work on a specific time-limited project in a permanent program, or to assist Preble Street with temporary heavy workloads and/or staffing shortages. Temporary employees are not members of the bargaining unit and are not covered by this Agreement. Temporary employment status can be extended by mutual agreement for an additional six (6) months. Absent an extension, a temporary employee shall become a bargaining unit member after six months of consecutive employment, and the employee will receive credit for the temporary employment for seniority purposes.

Employees that transfer from a bargaining unit position to fill another bargaining unit position shall not be considered temporary employees under this Article and shall retain their full rights as members of the bargaining unit. Accrual rates and waiting periods for paid leave benefits shall accord with full-time and part-time leave benefit policies as applicable.

**Permanent Staff Working in Temporary Programs:** Permanent program staff may be assigned to work in a temporary program. Permanent staff shall retain all rights under the contract while working at a temporary program.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- A. Except as expressly limited by the terms of this Agreement, Preble Street reserves the right to operate and manage its operations including, but not limited to, the right to manage and operate Preble Street and to direct employees and assign work; the right to determine the quality and quantity of work to be performed; the right to determine employee qualifications; the right to establish and require standards of performance and rules of conduct; the right to maintain discipline, order, and efficiency; the right to hire, transfer, and promote within the bargaining unit; the right to establish, promulgate, administer, and regulate policies, practices, methods, procedures, and conditions related to work standards, staffing, training, operations, and service; the right to determine the number and location of all facilities of Preble Street and whether the whole or any part of its operations shall continue to operate; the right to reduce hours, lay off employees for lack of work or other reasons as may be required, and recall employees; the right to determine and predetermine job content and to establish, reduce, alter, combine, or discontinue any job classification, department, program, service, or portion thereof; the right to use the services of temporary and/or casual employees, volunteers, students, interns, supervisors, managers, and directors; the right to contract out services as may be deemed necessary; the right to discharge, suspend, or otherwise discipline employees for cause; and the right to determine the start and end of shifts, the time for meal and rest breaks, and the number of hours to be worked and to require overtime as may be necessary from time to time for the operations of Preble Street and/or its programs and services.
- B. In the exercise of the foregoing rights of management, Preble Street agrees that it will not violate the specific provisions of this Agreement.

- C. Preble Street has the right to promulgate and enforce at any time any reasonable written or verbal rules, regulations, or policies that it considers necessary for the safe, effective, and efficient operation of Preble Street, so long as they are not inconsistent with the specific terms of this Agreement.

**ARTICLE 4 – NO STRIKE, WORK STOPPAGE, OR LOCKOUT**

- A. The Union agrees that it will not instigate, order, sanction, support, authorize, or tolerate strikes, walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with Preble Street’s operations. Neither the Union nor any officer, local Union representative, Union steward, or other agent, representative, or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone, or participate in any violation of this Article.
- B. The Union agrees that, in the event of any violation of Section A above, the Union will immediately and publicly order that such violations cease, and the Union, its officers, and other agents and representatives will use good faith efforts to cause such violations to cease and to cause work to resume fully.
- C. Employees participating in any activity prohibited under this Article shall be subject to immediate disciplinary action.
- D. During the term of the Agreement, Preble Street agrees there shall be no lockout.

**ARTICLE 5 – MAINTAINING PROGRAMS AND SERVICES**

A. NON-BARGAINING UNIT EMPLOYEES

In view of its need to provide services to clients, Preble Street may continue its practice of using supervisors, managers, directors, students, volunteers, interns, and other non-bargaining unit employees to help in the day-to-day operations.

B. CONTRACTED SERVICES

Preble Street may continue to engage outside services to carry out its mission. Except under unusual circumstances, the use of outside services shall not cause a reduction in staff or regularly scheduled hours for employees in the bargaining unit. In such an event, Preble Street shall notify the Union no less than thirty (30) days in advance and shall bargain the impact of changes.

C. PARTNERING WITH OTHER AGENCIES

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



those outside agencies who are engaged in such activities. Preble Street employees who are engaged in such activities shall remain covered by the terms of this Agreement

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, solutions to problems that may arise from time to time affecting the meaning or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **B. DEFINITIONS**

1. A “grievance” shall mean a complaint by an employee alleging a violation of an express term of this Agreement.
2. An “aggrieved person” is the employee or employees making the claim.
3. “Days” shall mean week days, Monday through Friday, excluding legal holidays.

### **C. SUBMISSION OF GRIEVANCE**

1. Each formal grievance shall be submitted in writing on the form attached hereto as Appendix A. The formal grievance shall state the facts giving rise to the grievance, the specific contract provision(s) violated, and the remedy sought.
2. A grievance will be deemed waived unless submitted in writing fifteen (15) days after the event or condition constituting the alleged grievance or from the date the employee could reasonably be expected to have had knowledge of the incident giving rise to the grievance.

### **D. INFORMAL PROCEDURE**

Before submitting a formal grievance, an aggrieved person should first attempt to resolve the matter with their immediate supervisor. Any informal resolution shall be binding on the individual grievant and Preble Street and shall not be inconsistent with the terms herein.

### **E. FORMAL PROCEDURE**

1. Level One – Immediate Supervisor
  - a) If an aggrieved person is not satisfied with the outcome of the informal procedure or has elected not to submit an informal grievance, the employee may present a formal grievance to the supervisor. A grievance will be deemed waived unless

submitted in writing fifteen (15) days after the event or condition constituting the alleged grievance or from the date the employee could reasonably be expected to have had knowledge of the incident giving rise to the grievance. Grievances may be filed directly at Level Two if the grievant's immediate supervisor had no involvement in the action or decision giving rise to the grievance or when the grievance involves termination of employment.

- b) The supervisor/designee shall, within five (5) days after receipt of the formal grievance, meet with the aggrieved person for the purpose of resolving the grievance. The supervisor shall, within five (5) days after the meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union and the Director of Human Resources.

2. Level Two – Director/Designee

- a) If the aggrieved person is not satisfied with the resolution at Level One, or if no answer is received, they may, within five (5) days after the answer was due, appeal the grievance to the Director.
- b) The Director/designee shall meet with the aggrieved person within five (5) days of receipt of the grievance for the purpose of resolving the grievance.
- c) The Director shall, within five (5) days after the meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union and the Director of Human Resources.

3. Level Three – Executive Director/Designee

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

4. Level Four – Arbitration

- a) If the grievance has not been satisfactorily resolved at Level Three, and the Union deems the grievance meritorious, the Union may submit the grievance to arbitration by submitting a notice for arbitration to the Director of Human Resources. The notice for arbitration shall be served through personal service or

by registered or certified mail within thirty (30) days of the receipt of the Level Three decision.

- b) Upon receipt by the Director of Human Resources of a demand for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within ten (10) days of receipt of the notice for arbitration, the Union shall, within fifteen (15) days, submit the grievance to the American Arbitration Association (AAA) in accordance with the AAA rules then in effect.
- c) The decision of the arbitrator shall be final and binding upon the parties, subject to judicial review, and shall be consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except that each party shall bear the costs of preparing and presenting its own case.
- d) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after the submission of briefs, if any, and completion of the proceedings. The arbitrator shall be bound by the rules of the AAA that are applicable to labor relations arbitrations and that are in effect at the time of the arbitration.

F. GENERAL PROVISIONS

- 1. Preble Street 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 formal grievance at Levels One, Two, Three, or Four without representation, MSEA-SEIU shall have the right to be present at any formal grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of an individual grievance, other than discipline or discharge, shall be inconsistent with the provisions of this Agreement, unless with the written consent of MSEA-SEIU. The resolution of individual grievances involving discipline or discharge may not be used by either party as a precedent, and in any resolution, the individual shall be informed of their right to consult with the Union.
- 2. All of the time limits contained in this Article may be extended by mutual agreement of the parties, and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree in writing to bypass steps of the grievance procedure.
- 3. In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or their representative meet the time limits or extensions thereof. Failure of Preble Street and its representatives to adhere to the

prescribed time limits or extensions thereof shall constitute a waiver of the applicable step, and the employee and/or the Union may proceed to the next step.

4. Preble Street shall be responsible for scheduling all grievance meetings. Generally, grievance meetings shall be heard either before or after the employee's shift. If Preble Street schedules a grievance meeting during an employee's scheduled shift, an aggrieved employee and the Union Steward or representative shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's scheduled working hours, such time shall not be considered time worked. Such release time shall not be construed to include preparation of paperwork, record-keeping, and/or conferences among Union officials for preparation for representation at a grievance meeting.
5. Except as permitted above, the Union (Steward) shall not engage in investigating and/or processing grievances during working time unless Preble Street provides specific authorization to the Union.
6. The Union and employees agree to adhere to the firmly established principle of "work now, grieve later."
7. No more than one grievance may be submitted to one arbitrator in one arbitration proceeding unless Preble Street and the Union mutually agree thereto in any given instance.
8. An aggrieved employee and/or their representative shall have the right to inspect and obtain copies of any records, documents, or other materials relevant to the grievance and in the possession of Preble Street, if required by labor relations law, as limited by work product, legal privilege, and/or applicable confidentiality laws.

## **ARTICLE 7 – JOB DESCRIPTIONS**

The Employer will maintain current job descriptions for all bargaining unit jobs and make such job descriptions accessible to employees and the Union.

An employee who believes the job description for their position is not accurate or has substantially changed may request a review of the job description with their supervisor.

If the Employer decides to make substantial changes to a job description, the employer will provide the Union with 20 days' notice and an opportunity to provide comments to any changes. Upon request, the parties will meet to discuss any such substantial changes in duties and impact bargain wage rates for the position.

Job descriptions must include a general description of the responsibilities, required skills, and minimum qualifications for the job.

## **ARTICLE 8 – ORIENTATION, TRAINING, AND COMMUNICATION**

- A. Orientation and Training for new employees and for position or program transfers. Preble Street will provide orientation and training for all new employees. Orientation for new employees will include information and materials to orient them to the Agency, its safety policies, protocols, and procedures, and other general Agency policies. New employees and employees transferring to new positions or programs will be provided position- and program-specific on-the-job training on assigned job duties and responsibilities, which will be coordinated and led by program management. Preble Street may offer additional internal training and professional and skill development opportunities. The Employer will solicit and consider input of employees in establishing adequate orientation and training and staffing issues related to job shadowing in each program. Employees will be provided a checklist of trainings for their position and will work with their supervisor to have a plan for how they will access and complete them.
- B. EMPLOYEE HANDBOOK
- The Employer will maintain a current copy of the Employee Handbook at each worksite.
- C. Changes in policy and substantive procedure changes will be available to all staff. All safety announcements and protocol changes will be provided to all staff that work in the building/ program.
- D. As Needed staff will be provided a work email for receiving Preble Street communications.
- E. Support to new employees and employees who have transferred to new positions or programs will be provided by program management and staff through job shadowing, task guidance, and other support activities to facilitate on-the-job learning and skill development.

## **ARTICLE 9 – HOURS OF WORK**

A. WORK SCHEDULES

In view of the necessity of providing client services on an around-the-clock basis, Preble Street retains the right to define the hours of work and to determine shift rotations, work schedules, and the days and times when shifts begin and end.

Each department or program, as may be applicable, will post work schedules at least two (2) weeks in advance. Such posting will be in the designated areas for each department/program, and employees shall be made aware of the posting areas.

It is recognized that the daily and weekly schedules are based on operating requirements and are subject to change. Absent unforeseen circumstances, employees will be provided

at least one (1) week's notification prior to a change in a schedule that has already been posted.

B. WORK WEEK

The work week shall begin at midnight on Saturday and end exactly seven (7) days later at 11:59 pm on Saturday. All employees are paid on a bi-weekly basis. Each paycheck includes earnings for all work performed in the two-week pay period. Employee pay will be distributed by direct deposit into the employee's bank account.

C. TIME CARDS/TIME CLOCK

Each employee shall be required to record their punch in and out time in accordance with Agency protocol.

D. OVERTIME

Employees may be required to work overtime from time to time. In such instances, Preble Street shall seek volunteers first before requiring an employee to work overtime. Overtime shall be paid at a rate of time-and-one-half after the employee has completed forty (40) hours actually worked in a work week. Approved leaves shall not be considered time worked for purposes of computing overtime. Except when staffing coverage and other unforeseen circumstances require otherwise, employees may not work overtime without first receiving prior approval from their supervisor.

E. 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 Agency, as long as it does not interfere with the daily operation of the organization or prevent the employee from attending meetings or any other functions pertinent to the employee's obligations. This must be coordinated with the employee's supervisor and approved by the Program Director.

Employee requests to work remotely shall also be considered Flex Time and will be subject to the same approval process as more fully set forth in Preble Street's Hybrid Schedule and Remote Work Policy described below.

Hybrid Schedule and Remote Work Policy

1. Definition

Remote work broadly refers to working in a location other than the primary worksite to which an employee is assigned and from which they would otherwise work, and is also commonly referred to as working off-site, teleworking, and working from home. Remote work may be regularly scheduled (as with a hybrid schedule) or may be

utilized on an occasional or ad-hoc basis. A hybrid schedule is a flexible work arrangement under which an employee regularly works a certain number of days remotely and a certain number of days on-site.

2. Approval Process

Employees requesting a hybrid work schedule must complete the “Hybrid Schedule Employee Request Form” and submit it to their supervisor and program director. Using an interactive process, the request will be assessed by program management based on factors including the employee’s job duties and expectations, responsibilities and obligations, productivity and performance, and other relevant factors. The requested hybrid schedule must be coordinated with the employee’s supervisor and is subject to approval by the program director. Occasional or ad-hoc remote work is not subject to the approval process required for hybrid schedule requests; supervisor approval for occasional or ad-hoc remote work may be requested and given for each individual occurrence. Requests for a hybrid schedule shall be given good faith consideration.

3. Expectations

Expectations for hybrid and remote work are outlined in the Preble Street Hybrid Schedule and Remote Work Guidelines Policy. This policy may be changed by Preble Street with advance notice to the Union.

4. Termination of Hybrid Schedule and Remote Work

Absent compelling reasons otherwise, Preble Street shall provide at least thirty (30) days’ advance notice prior to rescinding or materially changing an employee’s approved hybrid schedule. Upon request, the program director/designee shall meet with the employee to discuss the change.

F. MANDATED COVERAGE

For facilities or programs requiring 24/7 staff coverage, Preble Street will continue its practice to find voluntary coverage prior to requiring staff to stay over. Supervisors may use their judgment regarding not calling employees based on their availability and/or hours previously worked.

G. NIGHT SHIFT DIFFERENTIAL

Employees shall receive a shift differential of \$2.00 per hour for hours worked between 10 pm and 7 am in any coverage program.

## **ARTICLE 10 – ATTENDANCE**

Employee attendance and punctuality are essential to the efficient operation of Preble Street. Absenteeism and tardiness burden other employees, undermine the mission of the Agency, and diminish the quality of service to client.

It is the employee's responsibility to be at their work location and ready to work at the scheduled time each day they are scheduled to work. Preble Street recognizes that unplanned or unanticipated events may occur in an individual's personal life that may cause the employee to be unable to report to work. In the event of tardiness or absence because of illness or any other cause, the employee must notify their supervisor as soon as possible and no later than two (2) hours before their scheduled start time, except in a bona fide emergency. Unless otherwise specified by the supervisor, an employee is expected to call in each day of absence.

Preble Street may request appropriate documentation for any absences. Excessive tardiness, absenteeism, patterns of abuse, or failure to provide appropriate notification of absences can result in progressive disciplinary action up to and including termination of employment. Patterns of abuse may be characterized by unscheduled absences the day before or after a scheduled holiday, vacation, or personal day or on a desirable day; excessive use of sick leave, year after year, without any underlying medical condition; or failing to report to work in a timely manner on two (2) or more occasions over a four (4)-week period.

## **ARTICLE 11 – MEAL PERIOD**

Employees working six (6) or more consecutive hours per day shall receive a meal break in accordance with the following schedule.

1. 3<sup>rd</sup> Shift staff shall receive a sixty (60)-minute paid meal break. Staff must remain on the premises and be available and accessible for program needs.
2. Staff in coverage programs shall receive a thirty (30)-minute unpaid meal break unless they are not permitted to leave the premises on any given day due to the need to maintain minimum coverage and the requirement to be available and accessible in case of program needs. If staff are not permitted to leave the premises, they will receive a thirty (30)-minute paid meal break, and staff shall remain available for program needs.
3. Food program staff shall receive a thirty (30)-minute paid meal break and shall remain on premises and available for program needs.
4. Paid meal breaks may be interrupted due to program demands. In such instances, at least fifteen (15) minutes of the employee's meal break shall be uninterrupted.
5. All other employees shall receive a thirty (30)-minute unpaid meal break.



## ARTICLE 12 – REST BREAKS

Preble Street will continue its practice of providing rest breaks on an as-needed basis with approval of the employee's supervisor and subject to program and/or staffing needs.

## ARTICLE 13 – EMPLOYEE BENEFITS

### I. INSURANCES

#### A. HEALTH INSURANCE

##### 1. Full-Time Employees

Preble Street agrees to pay 100% of the premium cost for Single Subscriber coverage under the PPO or similar health insurance plan and 85% of the difference between the premium cost of Single and eligible Dependent coverage under the PPO plan that the Full-Time employee selects. Employees shall be responsible for any remaining premium cost.

Contributions for Full-Time employees regularly scheduled to work less than forty (40) hours per week shall be prorated against a forty (40) hour work week.

Employees may elect to use employer contributions under the PPO towards any other health insurance plan offered by Preble Street.

Any employee eligible for health insurance who chooses not to enroll must sign a waiver of enrollment demonstrating proof of insurance elsewhere.

##### 2. Part-Time Employees Working 20 or More Hours

Preble Street agrees to pay 50% of the premium cost of Single Subscriber coverage under the PPO plan for Part-Time employees assigned a regular work schedule of twenty (20) hours or more per week. Employees shall be responsible for any remaining premium cost selected by the employee.

Employees may elect to use employer contributions under the PPO towards any other health insurance plan offered by Preble Street.

##### 3. Part-Time Employees Working Less than 20 Hours and Regular Per Diem Employees

Part-Time employees working less than twenty (20) hours and regular Per Diem employees are not eligible for Preble Street contributions or coverage under its insurance plan(s).

B. DENTAL INSURANCE

1. Full-Time Employees

Preble Street agrees to pay 100% of the cost of Single Subscriber dental insurance and 85% of the difference between the cost of Single and Dependent dental insurance for coverage selected by the Full-Time employee. Employees shall be responsible for any remaining premium cost.

Contributions for Full-Time employees regularly scheduled to work less than forty (40) hours per week shall be prorated against a forty (40)-hour work week.

2. Part-Time Employees Working 20 Hours or More per Week

Preble Street agrees to pay 50% of the cost of Single Subscriber dental insurance. Part-Time employees shall be responsible for any remaining premium cost selected by the employee.

3. Part-Time Employees Working Less than 20 Hours and Regular Per Diem Employees.

Part-time employees working less than twenty (20) hours and regular Per Diem employees are not eligible for Preble Street contributions or coverage under its insurance plan.

C. LIFE AND DISABILITY INSURANCE

Full-Time employees may participate in the Preble Street life insurance and short-term and long-term disability insurance programs at no cost.

D. INSURANCE PLAN, PROVIDER, AND ADMINISTRATOR

To ensure that Preble Street can continue to provide cost-effective insurance, Preble Street reserves the right to select the insurance plans, the plan design/benefits, the insurance providers, and if applicable, the plan administrators for its health, dental, life, and short-term and long-term disability insurance plans, provided they are substantially similar to benefit levels provided under the current plans. In the event of a change in health and dental insurance, similarity shall be determined by comparison of benefit coverage, deductibles, out-of-pocket expenses, and co-insurance under the current PPO health insurance plan and dental insurance plan. Preble Street will consult with the Union prior to instituting any change.

E. RETIREMENT SAVINGS PLAN: 403(B)

Preble Street agrees to provide a Section 403(b) retirement savings plan to all employees eligible under the plan document. Preble Street shall match twenty-five percent (25%) of employee contributions up to a maximum of four percent (4%) of the individual's wages.

F. DEATH BENEFITS

In the event of an employee's death, all wages owed and accrued vacation time benefits due to the employee will be payable to their family or estate, to the extent required by law.

**II. PAID AND UNPAID LEAVES OF ABSENCE**

A. HOLIDAYS

Full-Time employees are eligible for the following 12 paid holidays per year.

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

When the holiday falls on a weekend, non-essential program staff will observe the holiday on the same day that it is observed by the State of Maine. Employees regularly scheduled to work on the day the holiday is observed may be required to work on that day and will receive both holiday pay and pay for hours worked.

Full-Time employees shall receive an eight (8)-hour benefit for each holiday. Employees shall elect one of the following:

1. Take (8) hours off with pay on the holiday or another day in the same pay period.
2. If a holiday falls on a day that an employee is not regularly scheduled to work, the employee is responsible for working with their supervisor well in advance of the holiday to find another day to take off within the same pay period.

3. If a holiday falls on a day that an employee is regularly scheduled to work more than (8) hours, the holiday benefit is still (8) hours, and the employee must work the additional hours another day in the same work week or use earned benefit time to meet the (40) hours required within the week.
4. Work on the holiday and be paid their hourly rate plus an extra hour of pay for each hour worked (double time) on the holiday.
5. Take some combination of time off with pay and double time for hours worked if fewer than (8) hours are worked.

Example: If an employee works (4) hours on the holiday, they will be paid double for the time worked on the holiday and have (4) hours of benefit time paid at the regular rate on that day.

Employees working in essential programs: Employees working in programs that remain open during the holiday must request time off in advance. Depending upon scheduling needs, employees may be required to work on the holiday and will receive double pay (hours worked plus holiday pay).

Part-Time and Regular Per Diem employees do not receive paid holidays. If a Part-Time/Per Diem employee is required to work on a holiday, they will be paid twice their normal hourly rate for the hours worked.

For all categories of employment, time worked on a holiday must be pre-approved by the employee's supervisor.

## B. VACATION TIME

Full-time employees accrue vacation time each pay period at a rate of 0.076932 vacation hours for each hour worked, up to a maximum of (160) hours per year (or the equivalent of twenty (20) eight (8)-hour days). Vacation time may not be used before it is accrued.

New Full-Time employees begin accruing vacation time in the first pay period of their regular, full-time employment, with vacation time available for use in the pay period upon completion of their probationary period.

Absent extenuating circumstances, requests for the use of vacation time must be submitted to the employee's supervisor in advance in accordance with program protocols and will be approved based on program and Agency needs.

Annual carry-over of vacation time is limited to eighty (80) hours. Carry-over is based on date of full-time hire, and any hours accrued and not used in excess of eighty (80) hours in the pay period in which the anniversary date occurs will be lost.

Part-Time and As-Needed employees do not earn vacation time.

C. SICK TIME

Full-Time and Part-Time employees earn sick time each pay period at a rate of 0.04616 hours of sick time for each hour worked, up to a maximum of ninety-six (96) hours per year (or the equivalent of twelve (12) eight (8)-hour days). Sick time may be accrued from year to year up to a maximum of one hundred and forty (140) hours for Full-Time employees and seventy (70) hours for Part-Time employees.

Employees begin accruing sick time in the first pay period of their regular full-time or part-time employment. Sick time may be used for absences due to health and/or healthcare-related reasons for the employee or for the employee's family member(s), as defined by federal and State family medical leave laws. Sick time may not be used before it is accrued, and accrued sick time is not payable upon termination of employment.

Sick leave may be used for personal illness, doctor's appointments, non-work-related injuries not otherwise covered by Workers' Compensation, and for the illness of an immediate family member. Except in emergencies, an absence for illness must be reported by the employee to their immediate supervisor as per Preble Street policy. An absence for a doctor's appointment must be reported by the employee to their immediate supervisor at least twenty-four (24) hours prior to the employee's shift.

Preble Street shall have the right to request medical documentation of the need for sick leave. Any employee who makes a false claim for paid sick leave shall be subject to immediate disciplinary action up to and including discharge.

Sick leave may be used in half-hour increments.

D. PERSONAL TIME

Full-Time employees are entitled to two (2) personal days based on the employee's regularly scheduled work day. Personal time shall be credited on the first day of employment and can be used at any time during the year. It is renewed on the employee's anniversary date of employment. Personal time may be used in one (1)-hour increments.

Personal time balances may not be carried over into the next year.

E. PAID TIME OFF FOR REGULAR PART-TIME AND PER DIEM EMPLOYEES

Part-Time

In lieu of vacation or personal time benefits, Part-Time employees shall be awarded 16 hours' Paid Time Off (PTO) at the start of each contract year and shall earn additional PTO at a rate of 0.025 hours of PTO for each hour actually worked, up to a maximum of forty (40) hours per year. PTO can be carried over year-to-year upon the employee's anniversary date, except that an employee cannot accrue more than eighty (80) hours at any one time.

## Per Diem

In lieu of sick, vacation, or personal benefits, Regular Per Diem employees shall earn Paid Time Off (PTO) each pay period at a rate of 0.025 hours of PTO for each hour actually worked, up to a maximum of forty (40) hours per year. PTO can be carried over year to year upon the employee's anniversary date, except that an employee cannot accrue more than forty (40) hours at any one time.

PTO shall be charged whenever an employee is scheduled to work and later needs to be absent. When an employee plans to be out of work for reasons other than personal illness, illness of an immediate family member, or sudden emergency, they shall make a written request to their supervisor as soon as possible but in no event less than forty-eight (48) hours in advance to allow suitable coverage. Planned PTO shall be subject to the supervisor's approval and will be dependent on Preble Street's operational needs.

When an employee is out of work because of personal illness, the illness of an immediate family member, or personal emergency, the employee must notify their immediate supervisor of their absence at least two (2) hours in advance of their shift, except when advance notice is impossible or impracticable.

Any PTO remaining at the time of termination/self-termination will be paid to the employee in full provided the employee has given two (2) weeks' written notice for self-termination.

## F. JURY DUTY

Any employee required to serve jury duty shall be excused for the period necessary to perform this duty and shall be paid the difference between the compensation received as jury pay and the employee's usual base compensation.

## G. BEREAVEMENT LEAVE

In the event of a death in their immediate family, Full-Time and Part-Time employees will be granted a leave of absence with pay for up to the number of hours they are normally scheduled to work in a week (e.g., 40 hours per occurrence for Full-Time employees regularly scheduled to work 40 hours per week). Per Diem employees shall be granted paid leave for the hours they pre-scheduled to work in the workweek of the bereavement.

For purposes of bereavement leave, immediate family is defined as persons for whom there is a deep and significant personal bond akin to the bond that often exists between immediate family members.

An employee may request additional time, which may be granted at the discretion of Preble Street. Any time taken beyond these hours will be charged as vacation time, personal time, or leave without pay. An employee may split the time in order to take time at the time of

the death and use a portion later when the service/memorial is not held within 5 days of the time of death.

## H. FAMILY AND MEDICAL LEAVE

When employees require leave time for personal or family health, the following laws may apply:

### 1. Federal Family and Medical Leave

The Family and Medical Leave Act (FMLA) allows employees to balance their work and family responsibilities by taking unpaid leave. To be eligible for FMLA leave, an employee must have worked for Preble Street for at least twelve (12) months and have worked at least (1,250) hours during the previous twelve (12) months.

Eligible employees are entitled to up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for the following reasons:

- a) Incapacity due to pregnancy, prenatal medical care, or child birth;
- b) To care for the employee's child after birth or placement for adoption or foster care;
- c) To care for the employee's spouse, child, or parent who has a serious health condition;
- d) A serious health condition that makes the employee unable to perform the employee's job;
- e) Care of a service member who is a spouse, child, parent, or next of kin (specific conditions apply); or
- f) "Qualifying exigency" for a spouse, child, or parent on active military duty.

The twelve (12)-month period used to determine employee eligibility for federal FMLA leave shall be a rolling twelve (12)-month period measured backward from the date an employee requests FMLA leave.

When leave is taken that qualifies as both FMLA leave and any other permitted leave under this Agreement (such as sick leave, disability leave, or vacation time), the employee shall use FMLA leave and the other type of leave concurrently, provided that the employee meets all of the eligibility requirements for each type of leave.

## 2. Maine Family Medical Leave

The Maine Family Medical Leave (MFML) Law may apply when the federal FMLA does not. MFML is unpaid leave (except to the extent that it runs concurrently with paid leave).

To be eligible for MFML benefits, an employee must have worked for the Agency for a total of twelve (12) consecutive months.

An employee is entitled to up to a total of ten (10) consecutive work weeks of unpaid leave during any two (2)-year period for one or more of the following reasons:

- a) Serious health condition of the employee;
- b) Serious health condition of spouse, domestic partner, child, parent, sibling, or grandchild;
- c) Birth of child or domestic partner's child;
- d) Adoption of child age 16 or younger by the employee or domestic partner;
- e) Donation of organ for human transplant; or
- f) Death or serious health condition of spouse, domestic partner, parent, child, or sibling while on active military duty.

The Agency shall make it possible for employees to continue their insurance benefits at the employee's expense.

When leave is taken that qualifies as both MFML and any other permitted leave under this Agreement, the employee shall use MFML and the other type of leave concurrently, provided that the employee meets all of the eligibility requirements for each type of leave. Types of leave that shall run concurrently with MFML include, but are not necessarily limited to: sick leave, unpaid leave, disability leave, absence for work-related injuries, and any other applicable types of leave.

## 3. Maine Family Sick Leave

The state of Maine allows for paid leave for employees who have PTO/sick leave benefits available to them to use when caring for their family. This leave allows for the care of an immediate family member who is ill. Immediate family is considered to be an employee's child, spouse, domestic partner, or parent. This leave allows for up to forty (40) hours to be taken in a twelve (12)-month period, and the employee can use any earned benefit time for this leave (vacation, personal, or sick time). The employee cannot take the earned benefit time until it is earned.

In the event that federal and/or State law changes, the Agency will abide by the most current law.

To the extent not otherwise mandated by law, Preble Street will contractually recognize domestic partners as having the same status as spouses for purposes of



coverage of the above leave laws.

I. PERSONAL LEAVES OF ABSENCE

Employees may take a leave of absence without pay only upon written request to and approval by the Director of Human Resources.

During the leave of absence, all employee earned time benefits will be frozen, and accrual of new benefit time will not occur while the employee is on leave.

A Full-Time or Part-Time employee on a personal leave of absence shall be required to use all sick, personal, or vacation time (in increments up to eighty (80) hours per pay period), as may be appropriate for their work status. If the leave is for non-medical reasons, only personal and vacation time shall be used. Per Diem employees shall not be required to use their accrued PTO.

Once all earned and applicable benefit time has been exhausted, any remaining leave time will be unpaid.

Health and dental insurance benefits may be continued at the employee's expense to the extent permitted by the health insurance carrier.

When the leave ends, the employee will be reinstated to the same position or to an equivalent position for which the employee is qualified, if available. If no appropriate position exists, the employee's resignation will be assumed.

J. MAINE DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING LEAVE

An employee may take reasonable and necessary leave from employment if the employee or their child, spouse, or parent is a victim of domestic abuse, sexual assault, or stalking. The employee may use any of their earned benefit time (vacation, personal, or sick), up to eighty (80) hours per pay period, during this leave until exhausted. No new benefit time will accrue while the employee is on leave.

The employee is required to make all reasonable efforts to notify Human Resources of the need for leave as soon as possible once the employee has made arrangement for protection for themselves or their family member.

K. MILITARY LEAVE

Employees will be granted time off from work for annual training obligations or active service in the U.S. Armed Forces or the Maine State National Guard.

The Agency will pay the difference, if any, between an employee's regular base pay and their military pay for a period of up to two (2) weeks per year for a maximum of three (3) years. This supplement will be paid after the employee returns to work and provides a

copy of their military pay voucher. Additional time required beyond the two (2) weeks will be granted without pay.

Employees engaged in active military service for more than two (2) weeks will be placed on military leave of absence status and should advise the Director of Human Resources of the dates of military service as far in advance as possible, unless military necessity prevents such notice.

Employees may, but are not required to, use any available vacation time for the absence. Insurance benefits will continue, as required by law, based on the length of the leave and subject to the terms and conditions of the applicable benefit plans.

Upon return from military leave, employees will be placed in the position they would have held had they remained continuously employed, or in a position of similar seniority, status, pay, and benefits depending on the length of military service, in accordance with federal law.

For purposes of determining benefits, service time will be counted as if the employee had been continuously employed.

Family military leave is available under Maine law for an employee who is the spouse, domestic partner, or parent of a person who is a resident of the State and is deployed for military service for a period lasting longer than one hundred and eighty (180) days under one or more of the following circumstances:

1. The fifteen (15) days immediately prior to deployment;
2. During deployment, if the military member is granted leave; or
3. The fifteen (15) days immediately following the period of deployment.

As federal and State military leave laws may change over time, the Agency will abide by the most current federal and State military leave laws at the time leave is requested.

#### **ARTICLE 14 – CATASTROPHIC LEAVE BANK**

Preble Street will establish a Catastrophic Leave Bank on behalf of employees in the bargaining unit for employees who have exhausted their accrued leaves and are unable to return to work because of their own catastrophic illness or injury or that of a member of their immediate family.

The Bank will be available in accordance with the following procedures and criteria:

1. A unit member may make a written request to the Human Resources Department to access the Bank, describing the reason for the leave, the nature of the illness or injury, and the amount of time necessary. Human Resources may request supporting medical documentation certifying the nature of the qualifying illness or injury necessitating the request.

2. An employee will be granted access to the Bank if:
  - a) The Bank contains sufficient time;
  - b) The employee seeks time for their own illness or injury or to care for an immediate family member;
  - c) The nature of the illness or injury is sufficiently serious as to qualify as a Serious Health Condition as defined under FMLA; and
  - d) The employee has exhausted their own accrued leaves.
3. Upon approval of the request, Human Resources will send out an email to employees notifying them that a request has been made by a co-worker, without identifying the individual.
4. Employees may donate accrued vacation time in four (4)-hour increments to the Catastrophic Leave Bank in response to the request. All donations will be final. Donated time that is not used will be held over for future use.
5. Human Resources will provide the Union information regarding Bank use. Confidential medical information will only be shared with the Union business agent.
6. Access to the Bank shall not be subject to the grievance procedure.
7. For purposes of this Article only, immediate family shall include spouse, significant other, parent, child, sibling, or any other person living in the employee's household.

#### **ARTICLE 15 – INCLEMENT WEATHER**

- A. If weather conditions become hazardous, non-essential employees may go home prior to the end of their work shift after notifying their supervisor or designee. Employees may elect to use accrued vacation time or available personal leave; otherwise, the leave will be without pay. Employees may also, with their supervisor's permission, flex their work time and make it up later in the week.
- B. If weather conditions become hazardous, essential employees may go home prior to the end of their work shift with approval of their supervisor or designee. Employees may elect to use accrued vacation time or available personal leave; otherwise, the leave will be without pay. Employees may also, with their supervisor's permission, flex their work time and make it up later in the week.
- C. If weather conditions become hazardous and make coming to work dangerous, an employee shall be excused from reporting to work after notifying and receiving approval from their supervisor or designee. Employees may elect to use accrued vacation time or

available personal leave; otherwise, the leave will be without pay. Employees may also, with their supervisor's permission, flex their work time and make it up later in the week.

- D. Eligible employees unable to work because of inclement weather may, on a case-by-case basis, work from home with approval of their supervisor and in accordance with Preble Street policies.

## **ARTICLE 16 – REIMBURSEMENT**

- A. MILEAGE ALLOWANCE

Mileage for Agency-related travel is reimbursed at the federal IRS rate. Employees will not be reimbursed for normal commuting miles between work and home.

- B. EXPENSE REIMBURSEMENT

Expense reimbursement shall be provided for reasonable business-related expenses that an employee incurs on behalf of the Agency. Expenditures above \$50 shall require pre-approval by a supervisor.

To qualify for reimbursement under this Article, receipts for expenditures/mileage must be submitted to an employee's immediate supervisor within fourteen (14) calendar days of occurrence.

- C. TRAVEL STATUS

Employees traveling on behalf of and as approved by the Agency shall be reimbursed for reasonable transportation expenses including tolls, bus fares, parking, and similar expenses.

- D. MEAL ALLOWANCES

Employees on approved out-of-state trips on behalf of the Agency shall receive \$10 for breakfast, \$15 for lunch, and \$25 for dinner as may be applicable in each instance.

- E. BED BUG INFESTATION

When it can be determined that infestation is attributable to work, Preble Street will reimburse employees for the reasonable cost of bed bug remediation for their vehicle and/or home, up to a maximum of \$250.

## **ARTICLE 17 – DISCIPLINE AND DISCHARGE**

### **A. EMPLOYEE CONDUCT AND WORK RULES**

Employees are expected to abide by reasonable standards of personal and professional conduct and shall follow the policies contained in the employee handbook, department policies and procedures, and other applicable work rules, so long as these policies, procedures, and rules do not conflict with any term or condition of this Agreement.

### **B. PROBATIONARY PERIOD**

During an employee's probationary period, the employee may be disciplined, discharged, or otherwise terminated at the sole discretion of Preble Street, and such action shall not be subject to the grievance and arbitration procedure of this Agreement.

### **C. DISCIPLINE AND DISCHARGE**

After successful completion of the probationary period, no employee shall be disciplined (verbal warning, written warning, or suspension) or discharged without just cause.

### **D. PROGRESSIVE DISCIPLINE**

The goal of discipline is to correct performance or conduct/behavior deficiencies rather than punish employees. The use of coaching or a formal/informal performance improvement plan with positive and corrective feedback is encouraged for all employees. While coaching and performance improvement plans are not discipline, lack of improvement after coaching may lead to discipline. Preble Street subscribes to the principle of progressive discipline (verbal warning, written warning, suspension, and discharge), understanding that strict adherence is not always appropriate for the nature and severity of the misconduct, including repeating a level of discipline rather than progressing or skipping a level rather than progressing sequentially.

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

### **E. REPRESENTATION**

An employee shall have the right, and shall be informed thereof, to have a Union representative accompany them to any meeting that could result in corrective action and to participate in all steps of the process.

F. GRIEVANCES

Any timely grievance concerning the discipline or discharge of an employee who has completed their probationary period shall be initiated at Level Two of the Grievance Procedure.

G. PERSONNEL FILE REVIEW

1. A unit member has the right to review the contents of their personnel file. The review will be conducted in the presence of the Director of Human Resources/designee.
2. In the event an employee disagrees with the contents of an item that has been placed in their file, the employee may submit a written rebuttal.

**ARTICLE 18 – PERSONNEL FILES**

- A. Preble Street shall maintain one (1) official personnel file for each employee, which shall include performance evaluations, written disciplinary notices, and documentation of the employee's performance. Each employee, or their designee in writing, shall have the right to review the contents of their personnel file and obtain copies from the file. The employee shall make an appointment on their own time to review the file and shall have at least thirty (30) minutes to inspect the file. An employee may include in their personnel file any material relevant to their employment, upon review by the HR Director.
- B. The employee shall receive copies of all written disciplinary notices and documentation of employee counseling sessions placed in the personnel file. Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions in their personnel file and have that response attached to the relevant material.
- C. In the event that a disciplinary notice is referred to mediation or arbitration, a copy of such decision shall be incorporated in the employee's personnel file, providing that such notice is upheld.

**ARTICLE 19 – EVALUATIONS**

Preble Street maintains the right to evaluate the job performance of employees on an ongoing basis. Periodically, but in no event less than one (1) time in their first year and every two (2) years thereafter, employees will receive formal performance reviews from their supervisor/program director/designee. Employees shall have the opportunity to meet with their evaluator and receive a copy of the written evaluation before it is placed in their personnel file. Employees may submit any comments relevant to the evaluation within fourteen (14) calendar days of receipt, which shall be attached to the evaluation. The employee shall sign the evaluation to signify that they have read it and shall receive a copy of the signed evaluation.

Evaluations will not be used in place of discipline but may be used in conjunction with the disciplinary process.

## **ARTICLE 20 – VACANCIES AND JOB POSTINGS**

- A. Notice of vacancies for all Full and Part-Time positions in the bargaining unit shall be clearly posted with an appropriate description of the position and made available to all Preble Street staff for a minimum of five (5) working days prior to filling the position. Preble Street reserves the right to advertise for the position externally as well.
- B. Interested internal applicants shall follow the application process outlined in the job posting.
- C. For the purposes of this Article, a vacancy exists when a new permanent position is created or when Preble Street determines that a vacant position caused by an employee's severance needs to be filled. In those limited instances when Preble Street converts a part-time position to a full-time position or vice versa, and there is more than one employee eligible for the modified position in the same program and location, the position will be offered to the most senior qualified employee as determined by Preble Street. Senior qualified shall be determined by those necessary documented skills and experience as established in the written job description. In the event no one desires the change, employees shall be selected by inverse seniority. Notwithstanding the foregoing, seniority shall not be the determining factor if Preble Street determines that there is a qualified internal applicant from an under-represented group, and the appointment of the individual would be consistent with Preble Street's goals of promoting diversity, equity, and inclusion.
- D. For all candidate interviews for positions covered by the Agreement, at least one (1) bargaining unit member from the department in which the vacancy is to be filled will be permitted to participate in at least one (1) round of interviews.
- E. All internal and external applicants shall be judged on the basis of their qualifications and ability to perform the work in question. Length and quality of Preble Street service shall be considered. When Preble Street has determined that applicants are otherwise equal in terms of qualifications and ability, current employees with the greatest seniority will be hired. Notwithstanding the foregoing, seniority shall not be the determining factor if Preble Street determines that there is a qualified internal applicant from an under-represented group, and the appointment of the individual would be consistent with Preble Street's goals of promoting diversity, equity, and inclusion.
- F. Preble Street reserves the right to re-advertise/post if it determines there are no suitable applicants.

G. DIVERSITY, EQUITY, AND INCLUSION IN HIRING AND PROMOTION

When Preble Street seeks candidates for a vacant bargaining unit position, Preble Street will endeavor to implement hiring policies that it determines will remove barriers to and provide equitable opportunity for under-represented groups.

**ARTICLE 21 – DIVERSITY, EQUITY, AND INCLUSION INITIATIVES**

Preble Street recognizes that equity is fundamental to social justice, and the Agency is committed to actively engaging in ongoing efforts to promote diversity, equity, and inclusion in the workplace and in all aspects of our work. Preble Street will seek and encourage participation of bargaining unit members in planning and implementing the Agency’s DEI and racial equity strategy, activities, and efforts. The Union will have the right to appoint a mutually agreed number of representative(s) from the bargaining unit in any Agency-wide race equity committee/council or similar body. Time spent participating in and/or performing any assigned duties or functions for this purpose during work hours shall be paid by Preble Street.

**ARTICLE 22 – NON-DISCRIMINATION AND WORKPLACE HARASSMENT**

- A. Preble Street and the Union agree that each will fully comply with applicable laws regarding discrimination and will not illegally discriminate against any employee because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, immigration status, disability, veteran status, sexual orientation, or the membership or non-membership in and/or activity on behalf of the Union. Both parties agree to encourage any employee who believes they have been subject to illegal discrimination in violation of this Article to utilize the internal review procedure established by Preble Street. The employee may have Union assistance to help file and process such a complaint. If an 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.
- B. Hate speech can be another form of unlawful discrimination. Employees who experience or witness hate speech in the workplace shall notify their immediate supervisor or Human Resources. Preble Street will initiate an investigation in accordance with Preble Street policy, as appropriate in the particular circumstances, no more than 72 hours after the incident is reported. The staff person who directly reports hate speech to their supervisor or Human Resources will be informed of the outcome of the investigation and, subject to confidentiality laws and Preble Street policies, shall be notified of the steps taken to address a finding of hate speech.
- C. Any employee found to have engaged in unlawful discrimination/harassment shall be subject to discipline, up to and including termination.



## **ARTICLE 23 – DOCUMENTATION FOR WORK**

- A. To ensure a safe and tolerant work environment for all employees, Preble Street 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 expressly required by law or mandated by a funding grant, or when voluntarily provided by the employee to preserve their work status.
- B. Employees may request the presence of a Union representative during the verification and/or reverification process. Any employee who chooses to have a Union representative present during such process understands and consents that the Union representative will then have knowledge of the employee's personal information.
- C. Any employee attending their citizenship swearing-in ceremony on a scheduled workday shall receive a paid day off.

## **ARTICLE 24 – INTERPRETATION SERVICES**

Preble Street is committed to ensuring that there are no unreasonable obstacles that would otherwise prevent an employee from performing their job responsibilities. Employees who may need interpretive or translation services in a language other than English shall contact HR for assistance. Employees shall have a right to interpretation upon employee request for annual reviews, investigative meetings, and discipline meetings. In addition, HR may provide interpretation or translation in other circumstances.

## **ARTICLE 25 – EMPLOYEE SAFETY**

- A. Preble Street 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.
- B. Employees are expected to observe all of the Agency's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor.
- C. Any employee who believes an assignment would constitute a danger to the health and/or safety of the employee shall immediately contact their immediate supervisor, who shall assess the danger and, if warranted, provide appropriate remedial measures. Any employee who, in good faith, believes an assignment presents an imminent danger of death or serious harm may request an alternative temporary assignment in their job classification when the condition is one that a reasonable person under the circumstances would conclude presents an imminent danger of death or serious harm to the employee and Preble Street has been notified of the situation and is unable to remediate.

D.

1. Preble Street 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. Safety trainings may include CPR/First Aid, Sharps/Bloodborne Pathogens, Active Weapons, Fire Safety, De-Escalation, Overdose Response, Hazmat and Chemical Safety, and Food Safety, as may be appropriate to the role. Preble Street reserves the right to require additional trainings as it deems appropriate and/or as funding may require.
2. Upon request, safety trainings, written materials, guides, and protocols shall be provided to staff members in languages other than English.

E. Preble Street shall maintain and properly label universally recognizable Medicine Kits and Narcan Kits for each client facility. Preble Street shall also maintain sharps containers in each client facility. The location of these items shall be communicated to all employees at each client facility.

F. Personal protective clothing shall be furnished by Preble Street when required by OSHA.

G. SERIOUS INCIDENTS IN THE WORKPLACE

Preble Street will continue its practice of 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 of a co-worker, 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 the Director of Human Resources upon certification from their medical provider that they are unable to return to work.

H. SAFETY COMMITTEE

Preble Street has established a Workplace Safety Committee to provide a safe and healthy environment for employees and clients.

The Safety Committee will meet no less than once per quarter.

The Safety Committee will review and make ongoing recommendations to Preble Street on the following:

1. Emergency Preparedness – Including evacuation procedures, fire drills, fire extinguisher training, active weapons, spills and response, disaster preparedness, etc.

2. Training/Education – Orientation and ongoing employee training on how to carry out their responsibilities safely; manager training on safety concepts, understanding of worker’s rights, and responding to work reports or concerns; general training to understand the prevention measures.
3. Program Evaluation and Improvement – Development, review, and enforcement of policies, standards, and procedures relating to safety; periodically evaluate for effectiveness, program implementation monitored, lists of toxic materials, and exposure records, and identify opportunities for improvement; development of safety protocols, with accompanying staff trainings.
4. Trends and other data regarding injury reports, to the extent such information can be aggregated or de-identified, and safety inspection information will be reported during regularly scheduled meetings of the Safety Committee.

The Committee shall be composed of an equal number of representatives appointed by Preble Street and the Union and shall be chaired by a Preble Street representative. The Committee may include up to three (3) Union members from the bargaining unit and three (3) members of Preble Street management, with an additional designated alternate for each. Time spent participating in the Committee and/or performing any assigned duties or functions of the Committee during work hours shall be paid by Preble Street. Minutes of Committee meetings shall be made available to the Union.

- I. Preble Street will provide appropriate information and training on communicable diseases to which employees may have routine workplace exposure. Preble Street will provide Hepatitis B vaccinations.

J. INJURIES

Any employee injured on the job must report the injury immediately to their supervisor. Supervisors are responsible for making sure that employees get appropriate medical attention.

1. Employee Injury Reports

Any employee injured while performing job-related duties must complete an Injury Report.

2. Incident Reports for Non-Employees

Any employee witnessing the injuring of a client, student, volunteer, vendor, or any visitor is expected to address the immediate needs of anyone involved and also submit an Incident Report form to the Chief Operating Officer within 24 hours.

K. WORKERS COMPENSATION

All employees are covered by Workers' Compensation insurance.

**ARTICLE 26 – TEMPORARY PROMOTION OUT OF UNIT**

- A. Any promotion to a position outside of the bargaining unit is voluntary. There shall be no negative repercussions for a staff person who decides they do not wish to temporarily promote. A decision to take or not take a temporary promotion shall not impact their eligibility for future promotion opportunities whether temporary or permanent.
- B. Prior to the start of the temporary promotion, the employee and the manager will discuss the duties and expectations of the temporary position, and the worker shall receive a general outline of the duties and expectations in writing.
- C. During the time assigned to the temp promotion, the staff person must be paid at the regular rate of pay for the promoted position or their current pay, whichever is more.
- D. Temporary promotions must have mutually agreed start and end dates established prior to the start of the temporary promotion. These may be revisited or extended once but cannot be open-ended.
- E. An employee in a temporary promotion shall not suffer any loss of seniority, unless they convert from temporary to permanently filling the position.
- F. Should either management or the worker decide that the promotion is not a good fit, or at the end of the agreed temporary assignment period, the worker shall return to their original position within the unit at the same rate of pay and benefits as when they left (adjusted for any raises, pay adjustments, or benefits they would have received if they had been in the unit during the temporary assignment period). Seniority will continue to accrue during the length of the temporary assignment.
- G. Diversity, Equity, and Inclusion in Opportunities for Temporary Promotions out of Unit: When Preble Street considers candidates for temporary assignments outside the bargaining unit, it will seek to remove barriers to and provide equitable opportunity for under-represented groups.

**ARTICLE 27 – REDUCTION IN FORCE**

A. REDUCTION IN FORCE (RIF)

- 1. "Reduction in Force" (hereafter "RIF") shall mean the discontinuance of employment of any Full/Part-Time employee for financial or program reasons as determined by Preble Street.

2.
  - a) In the event of a RIF, the least senior employee(s) within the impact area in which there is a position elimination shall be laid off, except as provided hereafter. The least senior employee in the impact area may be retained and the next less senior employee(s) laid off when the Director determines that the employees remaining in the impact area do not have the requisite skills, credentials/qualifications, training, and/or experience to provide the programs remaining.
  - b) In the event of a RIF in one of the Team Leader impact areas, the employee selected for layoff as per Subsection 2(a) above may displace the least senior employee in the program that the Team Leader oversees.
  - c) In the event of a RIF in the Maintenance Technician impact area, the employee selected for layoff as per Subsection 2(a) above may displace the least senior employee in the Custodial Technician impact area.
  - d) In the event of the elimination of an entire casework program in an impact area with two or more programs, consideration will be given to the possible disruption caused by cross-program displacement and its impact on the remaining program(s). If Preble Street determines that employees from one program displacing employees in another through the application of Subsection 2(a) above would cause substantial disruption, Preble Street reserves the right to transfer the affected employee to another casework program for which the employee is qualified and credentialed and is otherwise capable of performing based upon experience, training, skills, and prior work performance.
3. For purposes of this Article, the following individual impact areas shall be recognized:
  - a) Caseworker – Huston Commons and Logan Place
  - b) Caseworker (includes Outreach Specialist) – Florence House and Teen Services
  - c) Caseworker – Anti-Trafficking Services and Health Services
  - d) Caseworker (includes Healthcare Navigator and Rapid Resolution Specialist, VHS Housing Liaison) – Veterans Housing Services and Rapid Rehousing
  - e) Caseworker – Street Outreach Collaborative
  - f) Social Change Advocate
  - g) Vaccination Shelter Outreach Worker
  - h) Receiving Center Coordinator
  - i) Custodial Technician, Warehouse and Distribution Staff
  - j) Maintenance Technician
  - k) Prep Cook
  - l) Sous Chef
  - m) Peer Support Specialist
  - n) Program Administrator
  - o) Program Assistant
  - p) Housing Support Worker – Huston Commons and Logan Place

- q) Housing Support Worker – Florence House and Teen Services
- r) Team Leader – Custodial
- s) Team Leader – Residential Services
- t) Team Leader – Statewide Housing Liaison
- u) Team Leader – Teen Services

Preble Street reserves the right to designate additional impact areas to appropriately reflect new programs and services that may be implemented during the term of this Agreement.

- 4. An employee who is to be terminated due to a RIF shall receive at least thirty (30) calendar days' advance written notice or may be paid in lieu of such notice in Preble Street's sole discretion.

**B. RECALL**

- 1. Employees eliminated as a result of a RIF shall be placed on a recall list. In the event a vacancy exists within the impact area from which the employee was laid off and qualified, the employee will be recalled to the vacant position. Recall shall be by inverse order of layoff.
- 2. In the event of a vacancy in the same job classification outside the employee's impact area, the employee will be granted preferential hiring status. Preferential hiring status shall mean that the employee will be interviewed prior to outside candidates and, subject to the approval of the Director/designee of the Program, recalled to the vacant position.
- 3. An employee will remain on the recall list until they either accept a position, refuse an opportunity for recall, or are on the recall list for six (6) months from date of layoff, whichever occurs first.
- 4. Employees reemployed within six (6) months of the effective date of the RIF shall retain their seniority, wage, and all benefits accumulated prior to the layoff.

**C. FULL-TIME/PART-TIME STATUS**

In the application of the layoff and recall provisions contained herein, the parties agree:

- 1. Part-Time employees shall not have the right to displace a Full-Time employee or the right of recall to a full-time position; and
- 2. Full-Time employees may elect a layoff rather than displacing a Part-Time employee and may decline a recall to a part-time position and retain recall rights to a full-time position.

## **ARTICLE 28 – LOSS OF BARGAINING UNIT SENIORITY**

Bargaining Unit Seniority shall be forfeited when:

1. An employee voluntarily quits, retires, or transfers to a position outside the bargaining unit. An employee who does not report to work for 3 or more consecutive days and does not follow the established call-out procedure for their program will be considered to have voluntarily resigned. Exceptions shall be made for bona fide emergencies that render the employee unable to follow the call-out procedure.
2. An employee does not notify Preble Street of acceptance of recall within ten (10) working days of notice of recall or within fourteen (14) calendar days from the date that notice is sent, whichever is sooner, or return to work within ten (10) calendar days after receiving notification of recall to work unless instructed otherwise by Preble Street.
3. An employee is not recalled from layoff within the six (6)-month recall period.
4. An employee fails to report back to work at the expiration of a leave of absence or extension thereof.
5. An employee is terminated pursuant to this Agreement.
6. An As Needed employee has not worked for Preble Street for a period of sixty (60) calendar days, except when on an approved leave of absence.

Binding notification of any of the above shall be done by USPS mail by the Director of Human Resources/designee.

## **ARTICLE 29 – UNION SECURITY**

- A. Employees in positions covered by this Agreement may become members in MSEA-SEIU at any time, including during their first six (6) months of employment, by providing a written request to MSEA-SEIU. MSEA-SEIU is solely responsible for processing any change to membership status. MSEA-SEIU shall promptly notify Preble Street of any validly executed membership application or request to drop membership. In the event that Preble Street receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.
- B. The Union shall determine the amount for Union dues to be charged to members consistent with both applicable law and this Article and shall certify to Preble Street the amount.
- C. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and voluntary contributions to Political Action by Service Employees and Retirees (PASER).

Deductions for other MSEA-SEIU programs, such as MSEA-SEIU-sponsored insurance programs, may be mutually agreed to by the parties.

- D. Preble Street agrees to deduct MSEA-SEIU membership dues and contributions to PASER from the pay of those employees who individually request in writing that such deductions be made. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement. The employee's written authorization for payroll deductions shall contain their name and work location. Such authorization shall be transmitted electronically by an authorized representative of MSEA-SEIU to Preble Street through the applicable Agency payroll clerk.
- E. No dues shall be made from Workers' Compensation benefits or from any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question.
- F. Preble Street shall remit to the Union at 65 State Street, Augusta, Maine, (or electronically) all deductions of dues made from the wages of employees, together with a list of all employees from whom dues have been deducted. Preble Street shall be relieved from making such "check-off" deductions upon: (a) termination of employment, (b) transfer to a job other than one covered by this Agreement, (c) layoff from work, (d) an agreed-upon leave of absence or disability, or (e) revocation of the "check-off" authorization in accordance with its terms or with applicable law.
- G. A Preble Street employee's dues deductions shall be automatically resumed after they return to the bargaining unit, when they have been paused, when they: return to a unit position after a temporary promotion out of the unit, are recalled from layoff, or return from an agreed-upon leave of absence or disability.
- H. Any change in the amounts to be deducted shall be certified to Human Resources of Preble Street by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change.
- I. The aggregate deductions per payroll period of all employees shall be submitted by wire transfer, together with a list of employees' last name, first name, payroll date, dues/status, and income protection status, to MSEA-SEIU as soon as practicable but no later than ten (10) work days after such deductions are made. File transfer shall be by the same method as described in Article: Bargaining Unit Roster.
- J. The Union shall indemnify, defend, reimburse, and hold Preble Street and its directors, officers, and employees, in their individual, official, and professional capacities, harmless against any and all claims, demands, suits, unfair labor practices, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by Preble Street, the Union, an employee, or any third party for the purposes of complying with this Article.



- K. Nothing in this Article shall affect payroll deductions for non-Union activities.

### **ARTICLE 30 – BARGAINING UNIT ROSTER**

- A. Upon request, and not more than once per quarter, Preble Street shall furnish to MSEA-SEIU an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, to the extent practicable, the employee's name, agreed-upon unique identifier, income protection insurance code, home mailing address (including street, city/town, state, and zip code), job title, wage rate, date of hire, work location, home phone, work phone, and work email address. MSEA-SEIU shall indemnify, defend, and hold harmless against all claims and suits that may arise as a result of Preble Street's furnishing such listing and file to MSEA-SEIU.
- B. Preble Street and MSEA-SEIU will use technology available to each party for the purpose of transmitting and receiving the aforementioned electronic data in the most efficient and secure manner possible. MSEA-SEIU Information Technology staff will work with Preble Street on file format and transfer protocols.

### **ARTICLE 31 – BULLETIN BOARD**

Preble Street will provide a Union bulletin board to be located at each facility where Union-represented workers are assigned, at an agreed-upon location that will be used exclusively for official Union notices.

### **ARTICLE 32 – ACCESS**

- A. The Union shall have reasonable access to a meeting space in each of Preble Street's work locations for the purpose of administering this Agreement, handling grievances, investigating safety concerns, explaining the contract, and assisting employees with membership enrollment in accordance with the protocol established by the Agency. Further access beyond a meeting space shall be subject to advance notice and consent of the Director of Human Resources/designee. Nothing in this provision shall be interpreted to allow a Union representative to interfere with any work-related activity of any employee, and employee participation shall be during non-work time.
- B. Preble Street shall inform MSEA-SEIU of all initial employee orientation meetings no less than five (5) workdays in advance and shall allow MSEA-SEIU representatives thirty (30) minutes to present at the initial orientation meeting. Each new employee who does not attend an in-person orientation or new hire meeting shall be allowed thirty (30) minutes of unpaid time within their first six (6) months of employment to meet with a representative of MSEA-SEIU.

## ARTICLE 33 – UNION LEAVE

### A. PAID UNION LEAVE

Preble Street shall provide the Union with a total of fourteen (14) 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 Preble Street services.

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

Requests for unpaid leaves of absence for long-term Union activities shall be considered by Preble Street and subject to its operational needs. Requests shall be for no more than one hundred and eighty (180) days. Shorter leaves of absence for participation in member organizer programs, special education programs, and assisting the Union with its business may also be considered. Employees on leave will remain at their full pay and benefits and retain all rights as staff of Preble Street. MSEA-SEIU will reimburse Preble Street for the costs of wages and benefits.

### C. NEGOTIATIONS

Preble Street will provide paid release time for up to eight (8) MSEA designated bargaining team members to participate in each meeting for successor contract negotiations. Members shall be required to submit their timesheets to Human Resources. Preble Street's wage liability shall be capped at five thousand dollars (\$5,000) per successor contract negotiation. The Union shall be responsible for paying its bargaining unit members at their regular hourly rate for any additional time.

### D. STEWARDS

The Union may designate two (2) employees at each location to serve as a Union Steward/alternate. Steward activities will be conducted during non-working hours and may not disrupt the work of other employees, unless otherwise agreed to by the steward/employee's immediate supervisor. The Union shall notify the Director of Human Resources in writing of the designated stewards/alternates and their term of appointment and shall promptly notify the Director in writing of any change therein. Stewards/alternates shall not be recognized until such notification of appointment has been received by Preble Street from the Union.

For purposes of this Article, locations for stewards shall be:

Logan Place, Huston Commons, Florence House, Teen Services, VHS Portland, Bangor, Lewiston, Food Services, Anti-Trafficking Services, Health Services, Wellness Center.

## ARTICLE 34 – WAGES

### **Full-Time and Part-Time Employees**

#### **Year 1**

Effective the pay period starting March 6, 2022, and except as provided below, employees will be placed on the scale according to their years of service as detailed in Schedule A.

For those employees whose current 2021-22 wage rate exceeds the maximum wage rates contained in Schedule A, they shall receive the equivalent of a 5% wage increase over their 2021-22 wage rate, with their wages increased to the maximum rate for their designation or maintained at the current rate (whichever is greater), with the hourly increase difference between the full amount of the increase and the maximum rate for the designation to be paid in an annualized lump sum as calculated according to a full-time schedule of 2080 hours or prorated in proportion to their part-time status, whichever is applicable.

#### **Year 2**

Effective with the first full pay period coincident with or following July 1, 2023, the minimum wages shall be increased by 3.5% over prior year. In addition, two additional steps shall be added, with an increase of \$0.25 at each step. All employees who have successfully completed their probationary period and have not reached the maximum pay rate for their designated classification shall be placed on the scale detailed in Schedule B according to their years of service.

For those employees whose Year 1 wage rate exceeds the maximum wage rates contained in Schedule A, they shall receive the equivalent of a 3.5% wage increase above their Year 1 hourly wage rate, with their wages increased to the maximum rate for their designation or maintained at the current rate (whichever is greater), with the hourly increase difference between the full amount of the increase and the maximum rate for the designation to be paid in an annualized lump sum as calculated according to a full-time schedule of 2080 hours or prorated in proportion to their part-time status, whichever is applicable.

Minimum wage rates will be adjusted upwards by 3.5%, and maximum wage rates will be adjusted upwards by 3.5%.

### **As Needed (Per Diem) Employees**

#### **Year 1**

Effective the pay period starting March 6, 2022, the minimum wage rate for as needed employees will be increased \$18.00 per hour, and each As Needed employee with a current wage rate below the new minimum wage rate for their designation shall receive a wage rate increase based on years of service, as detailed in Schedule A.

## **Year 2**

Effective with the first full pay period coincident with or following July 1, 2023, the minimum wages shall be increased by 3.5% over prior year. In addition, two additional steps shall be added, with an increase of \$0.25 at each step. All employees who have successfully completed their probationary period and have not reached the maximum pay rate for their designated classification shall be placed on the scale detailed in Schedule B according to their years of service.

Minimum wage rates will be adjusted upwards by 3.5%, and maximum wage rates will be adjusted upwards by 3.5%.

### **Coverage Program Differential**

Effective the pay period starting March 6, 2022, employees working in direct service roles (i.e., Caseworker, Team Leader, As Needed Staff) in programs that provide 24/7 programming and have minimum staffing requirements (coverage programs) will receive a differential of \$1.00 per hour for all hours actually worked in such program(s) between the hours of 7:00 a.m. and 10:00 p.m. The differential will not be paid in addition to other shift differentials for the same hours worked or applied to calculations for holiday pay, or any other type of premium pay other than overtime premiums.

### **ARTICLE 35 – BILINGUAL DIFFERENTIAL**

Preble Street shall pay a differential of \$0.35 per hour to designated bilingual staff. To be eligible, an employee must be:

1. Proficient in a specified language identified by Preble Street as one that is useful when serving clients and/or prevalent among clients currently accessing services; and
2. Working in a program identified by Preble Street in which the employee will likely use their bilingual language skills on a regular and consistent basis when providing casework or other needed services to clients.

For full and part-time employees, the differential will be added to the employee's base hourly wage and will apply to all hours actually worked in their eligible position. For Per Diem employees, eligibility for the differential shall be determined by the department/program to which they are primarily assigned and shall be added to the employee's base rate for all hours worked.

Preble Street reserves the right to add or subtract other languages that would be recognized for differential eligibility and to add or subtract programs for which the differential would apply.

The designation of Bilingual Staff is not intended to replace professional translation/interpretation services, and Preble Street expressly reserves the right to continue to employ these professionals as it deems appropriate.

Preble Street reserves the right to apply the bilingual differential to Team Leaders who regularly use bilingual skills for task direction of other employees within their department or program.

Designated Bilingual Staff shall demonstrate a proficiency in bilingual skills as determined by Preble Street. Preble Street reserves the right to change/rescind the designation based upon program and/or language needs.

The bilingual differential shall become effective as of July 1 to allow Preble Street sufficient time to implement appropriate processes to assess employee proficiencies in bilingual skills.

#### ARTICLE 36 – SEVERABILITY

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

#### ARTICLE 37 – DURATION

This Agreement shall be effective as of the date of execution, except that the wage scale contained in Schedule A shall be retroactive to March 6, 2022; shall remain in effect through June 30, 2024; and shall supersede and replace all prior Agreements. This Agreement cannot be altered, amended, modified, or waived unless executed in writing between the parties.

Date: 4/14/22

  
For PREBLE STREET

Exec. Director

  
For MSEA-SEIU

Director of organizing

**SCHEDULE A: WAGE RATES for March 6, 2022 – June 30, 2023**

<b>Designation</b>	<b>YOS: 0-1</b>	<b>YOS: 2-3</b>	<b>YOS: 4-5</b>	<b>YOS: 6-8</b>	<b>YOS: 9-11</b>	<b>YOS: 12+</b>
As Needed Staff	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00	19.25
Custodial Technician	\$19.24	\$19.49	\$19.74	\$19.99	\$20.24	20.49
Prep Cook (KOA)	\$19.24	\$19.49	\$19.74	\$19.99	\$20.24	20.49
Program Assistant	\$19.24	\$19.49	\$19.74	\$19.99	\$20.24	20.49
Caseworker	\$20.00	\$20.25	\$20.50	\$20.75	\$21.00	21.25
Peer Support Specialist	\$20.00	\$20.25	\$20.50	\$20.75	\$21.00	21.25
Housing Support Staff	\$20.00	\$20.25	\$20.50	\$20.75	\$21.00	21.25
Sous Chef (Kitchen Team Leader)	\$20.75	\$21.00	\$21.25	\$21.50	\$21.75	22.00
Program Administrator	\$20.75	\$21.00	\$21.25	\$21.50	\$21.75	22.00
Receiving Center Coordinator	\$20.75	\$21.00	\$21.25	\$21.50	\$21.75	22.00
Team Leader	\$20.75	\$21.00	\$21.25	\$21.50	\$21.75	22.00
Facilities Technician	\$20.75	\$21.00	\$21.25	\$21.50	\$21.75	22.00

<b>Designated Classification</b>	<b>Minimum Wage Rate (hourly)</b>	<b>Minimum Wage Rate (annual)*</b>	<b>Maximum Wage Rate (hourly)</b>	<b>Maximum Wage Rate (annual)*</b>
As Needed Staff	\$18.00	n/a	\$20.24	n/a
Custodial Technician	\$19.24	\$40,019.20	\$22.13	\$46,022.08
Prep Cook (KOA)	\$19.24	\$40,019.20	\$22.13	\$46,022.08
Program Assistant	\$19.24	\$40,019.20	\$22.13	\$46,022.08
Caseworker	\$20.00	\$41,600.00	\$23.00	\$47,840.00
Peer Support Specialist	\$20.00	\$41,600.00	\$23.00	\$47,840.00
Housing Support Staff	\$20.00	\$41,600.00	\$23.00	\$47,840.00
Sous Chef (Kitchen Team Leader)	\$20.75	\$43,659.20	\$23.86	\$49,634.00
Program Administrator	\$20.75	\$44,345.60	\$23.86	\$49,634.00
Receiving Center Coordinator	\$20.75	\$44,865.60	\$23.86	\$49,634.00
Team Leader	\$20.75	\$43,659.20	\$23.86	\$49,634.00
Facilities Technician	\$20.75	\$43,992.00	\$23.86	\$49,634.00

\*Annual Wage Rates are calculated based on a full-time, 40 hour/week schedule (2080 hours/year)

**SCHEDULE B: WAGE RATES for July 1, 2023 – June 30, 2024**  
(3.5% Increase on Minimum Rates)

<b>Designation</b>	<b>YOS: 0-1</b>	<b>YOS: 2-3</b>	<b>YOS: 4-5</b>	<b>YOS: 6-7</b>	<b>YOS: 8-9</b>	<b>YOS: 10-11</b>	<b>YOS: 12-15</b>	<b>YOS: 15+</b>
As Needed Staff	\$18.63	\$18.88	\$19.13	\$19.38	\$19.63	\$19.88	\$20.13	\$20.38
Custodial Technician	\$19.91	\$20.16	\$20.41	\$20.66	\$20.91	\$21.16	\$21.41	\$21.66
Prep Cook (KOA)	\$19.91	\$20.16	\$20.41	\$20.66	\$20.91	\$21.16	\$21.41	\$21.66
Program Assistant	\$19.91	\$20.16	\$20.41	\$20.66	\$20.91	\$21.16	\$21.41	\$21.66
Caseworker	\$20.70	\$20.95	\$21.20	\$21.45	\$21.70	\$21.95	\$22.20	\$22.45
Peer Support Specialist	\$20.70	\$20.95	\$21.20	\$21.45	\$21.70	\$21.95	\$22.20	\$22.45
Housing Support Staff	\$20.70	\$20.95	\$21.20	\$21.45	\$21.70	\$21.95	\$22.20	\$22.45
Sous Chef (Kitchen Team Leader)	\$21.48	\$21.73	\$21.98	\$22.23	\$22.48	\$22.73	\$22.98	\$23.23
Program Administrator	\$21.48	\$21.73	\$21.98	\$22.23	\$22.48	\$22.73	\$22.98	\$23.23
Receiving Center Coordinator	\$21.48	\$21.73	\$21.98	\$22.23	\$22.48	\$22.73	\$22.98	\$23.23
Team Leader	\$21.48	\$21.73	\$21.98	\$22.23	\$22.48	\$22.73	\$22.98	\$23.23
Facilities Technician	\$21.48	\$21.73	\$21.98	\$22.23	\$22.48	\$22.73	\$22.98	\$23.23

<b>Designated Classification</b>	<b>Minimum Wage Rate (hourly)</b>	<b>Minimum Wage Rate (annual)*</b>	<b>Maximum Wage Rate (hourly)</b>	<b>Maximum Wage Rate (annual)*</b>
As Needed Staff	\$18.63	n/a	\$20.95	n/a
Custodial Technician	\$19.91	\$41,419.87	\$22.90	\$47,632.85
Prep Cook (KOA)	\$19.91	\$41,419.87	\$22.90	\$47,632.85
Program Assistant	\$19.91	\$41,419.87	\$22.90	\$47,632.85
Caseworker	\$20.70	\$43,056.00	\$23.81	\$49,514.40
Peer Support Specialist	\$20.70	\$43,056.00	\$23.81	\$49,514.40
Housing Support Staff	\$20.70	\$43,056.00	\$23.81	\$49,514.40
Sous Chef (Kitchen Team Leader)	\$21.48	\$45,187.27	\$24.70	\$51,371.19
Program Administrator	\$21.48	\$45,897.70	\$24.70	\$51,371.19
Receiving Center Coordinator	\$21.48	\$46,435.90	\$24.70	\$51,371.19
Team Leader	\$21.48	\$45,187.27	\$24.70	\$51,371.19
Facilities Technician	\$21.48	\$45,531.72	\$24.70	\$51,371.19

\*Annual Wage Rates are calculated based on a full-time, 40 hour/week schedule (2080 hours/year)

**APPENDIX A — GRIEVANCE FORM**

Name of Employee: \_\_\_\_\_  
Classification: \_\_\_\_\_  
Program: \_\_\_\_\_  
Immediate Supervisor/Program Director: \_\_\_\_\_

**Statement of Grievance:**

List applicable violation [*Grievant should state facts giving rise to grievance, date of occurrence and contract articles allegedly violated.*]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Adjustment Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

I elect to proceed without Union representation.  Yes  No Title \_\_\_\_\_

Date Presented to Preble Street Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Level One \_\_\_\_\_ Level Three \_\_\_\_\_

Level Two \_\_\_\_\_ Level Four \_\_\_\_\_

**Copy to Director of Human Resources**

**Copy to Union**



## MEMORANDUM OF UNDERSTANDING — COVID-19

### COVID-19 Safety

1. Staff are expected to conform to Preble's COVID-19 office policies.
2. KN95 or similar masks shall be made available to all staff who are working in worksites or in community settings. Preble Street will continue the policy mask mandate until it determines that it is safe to require otherwise.

### COVID-19 Sick Leave

Preble Street will continue its COVID Bank of paid leave for up to 40 hours of paid leave for full-time employees, pro-rated for part-time employees, through to June 30, 2022. COVID leave shall also be available for As Needed employees in an amount equal to the hours that they are prescheduled to work in the workweek that necessitates the need for leave.

COVID Bank days may be utilized for the following COVID-related absences:

The employee is:

1. subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. caring for an individual subject to an order described in (1) or who has been advised as described in (2);
5. caring for a child (aged 14 or younger, or in the case of special circumstances, a child aged 15-17) because the school or place of care for that child has been closed, or the childcare provided for that child is unavailable due to COVID-19 precautions (and no other suitable person is available to care for the child during the requested period of leave);
6. obtaining a COVID-19 vaccine;
7. recovering from an injury, disability, illness, or condition related to the COVID-19 vaccine;
8. seeking or waiting on a diagnostic test or medical diagnosis for COVID-19; or
9. experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

Preble Street may require documentation to verify the necessity of such leave, including a doctor's note, proof of testing results, quarantine order, or school closure notice.