

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEXUAL ASSAULT RESPONSE SERVICES OF SOUTHERN MAINE

AND

MAINE SERVICE EMPLOYEES ASSOCIATION –

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1989

DURATION: FEBRUARY 2, 2024 – SEPTEMBER 30, 2025

Table of Contents

ARTICLE 1: RECOGNITION AND DEFINITION OF THE UNIT 3

ARTICLE 2: UNION MEMBERSHIP 3

ARTICLE 3: UNION ORIENTATION..... 4

ARTICLE 4: ARTICLE – ACCESS 4

ARTICLE 5: EMPLOYER PREROGATIVES..... 4

ARTICLE 6: MAINTENANCE OF BENEFITS..... 5

ARTICLE 7: SUCCESSORSHIP 5

ARTICLE 8: SEVERABILITY 5

ARTICLE 9: LISTS AND NEW EMPLOYEES 6

ARTICLE 10: JOB DESCRIPTIONS 6

ARTICLE 11: JOB SECURITY 7

ARTICLE 12: VACANCIES AND JOB POSTINGS..... 7

 A. Notice of Vacancies..... 7

 B. Diversity, Equity and Inclusion in Hiring..... 7

ARTICLE 13: PROBATIONARY PERIOD..... 8

ARTICLE 14: SENIORITY..... 8

ARTICLE 15: LAYOFF AND RECALL..... 8

ARTICLE 16: TRAUMA-INFORMED SUPERVISION AND CLINICAL CONSULTATION .. 9

ARTICLE 17: EVALUATIONS..... 10

ARTICLE 18: PERSONNEL FILES 10

ARTICLE 19: DISCIPLINE, DISCHARGE, AND JUST CAUSE11

 A. Just Cause.....11

 B. Timing11

 C. Right to Representation.....11

 D. Documentation11

 E. Administrative Leave Pending Investigation..... 12

ARTICLE 20: GRIEVANCE PROCEDURE 12

 A. Definition of a Grievance..... 12

 B. Principles..... 12

 C. Timelines 12

 D. Group Grievances 12

 E. Discharge Grievances..... 12

 F. Grievance Steps..... 13

ARTICLE 21: BULLYING, HARASSMENT, AND DISCRIMINATION..... 13

ARTICLE 22: EQUITY, INCLUSION, DIVERSITY, AND BELONGING 16

ARTICLE 23: SEXUAL HARASSMENT 17

ARTICLE 24: HEALTH INSURANCE	18
ARTICLE 25: SHORT- AND LONG-TERM DISABILITY BENEFITS	18
ARTICLE 26: PAID AND UNPAID LEAVES OF ABSENCE.....	18
A. Holidays	18
B. Sick Time.....	19
C. Paid Time Off.....	21
D. Bereavement Leave.....	23
F. Jury Duty.....	24
G. Military Leave.....	24
H. Victims of Violence.....	25
J. Short-term and Long-term Disability Leave	26
K. Flex Time	26
ARTICLE 27: EDUCATION AND PROFESSIONAL DEVELOPMENT.....	27
ARTICLE 28: WAGES	28
A. Wages	28
B. Cost of Living Adjustments.....	28
C. Workforce Funding Initiative and Reopener	28
D. Retroactive Cost of Living Adjustment and Fiscal Year 2024 Changes	28
E. Pay Periods	29
ARTICLE 29: STIPENDS AND EXPENSE REIMBURSEMENT	29
ARTICLE 30: WORKING HOURS AND OVERTIME	30
A. Attendance and Punctuality.....	30
B. Breaks.....	30
C. Excess Hours and Overtime (Non-exempt employees)	30
ARTICLE 31: HELPLINE.....	31
ARTICLE 32: REMOTE WORK	32
ARTICLE 33: EMPLOYEE SAFETY	33
A. Compliance with Physical Safety Standards.....	33
B. Assessment of Risk.....	33
C. Workers' Compensation	34
ARTICLE 34: RIGHTS OF NURSING EMPLOYEES.....	34
ARTICLE 35: BOARD AND EMPLOYEE PARTICIPATION AND RELATIONS	35
A. Transparency and Communication with the Board of Directors.....	35
B. Communication Around Grant Requirements and Reporting	35
ARTICLE 36: DURATION	35
APPENDIX A — GRIEVANCE FORM	37
MEMORANDUM OF AGREEMENT.....	38

ARTICLE 1: RECOGNITION AND DEFINITION OF THE UNIT

Sexual Assault Response Services of Southern Maine (SARSSM; Employer) recognizes the SARSSM Labor Union, Maine Service Employees Association, Service Employees International Union (MSEA-SEIU), Local 1989 (Union) as the exclusive bargaining representative for all full-time, part-time and project Employees of the Employer, except for managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act. Of the classifications established as of the date of this Agreement, the classifications included in the bargaining unit are those classifications listed below. When a new job classification is established, it will be included in the bargaining unit unless it describes an Employee who is a guard or a managerial, confidential, or supervisory Employee. When a new classification is included in the bargaining unit, either party may request to meet to bargain the minimum wage rate.

Classifications included in bargaining unit:

SART/Systems/Family Advocate
Forensic Interviewer
Operations Specialist
Preventionist/Educator

ARTICLE 2: UNION MEMBERSHIP

All present employees who are members of the Union on the effective date of this Agreement shall become or remain members of the Union in good standing or pay agency fees as a condition of employment. All present employees who are not members of the Union, and all employees hired hereafter, shall become and remain Union members in good standing of the Union or pay agency fees as a condition of employment on and after the thirtieth (30th) day following the beginning of their employment, or on and after the thirtieth (30th) day following the date of execution of this Agreement.

An employee shall be considered a member of the Union in good standing if they tender the periodic dues, which are required uniformly as a condition of membership or agency fee, pursuant to applicable law. An employee who has failed to maintain membership in good standing or pay agency fees, shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting their discharge, be discharged, if during such period the required dues or agency fee has not been tendered.

Checkoff: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and fees and voluntary contributions to Political Action by Service Employees and Retirees (“PASER”) of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the first payroll period of each month by the second payroll period for each month the deduction was made. Where laws require written authorization by the employee, the same is to be furnished to the Employer in the form required. No deduction will be made which is prohibited by statute. In the event that an employee is not on the payroll during the week in which the deduction is to be made or has insufficient earnings for that week, the Employer will make said deduction from the next viable

paycheck. (The employer has a reasonable period of time following ratification to implement). The Employer shall remit to the Union at 65 State Street, Augusta, Maine (or electronically) all deductions of dues and agency fees made from the wages of employees, together with a list of all employees from whom dues or agency fees have been deducted. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) lay-off from work, or (d) an agreed leave of absence or disability, or (e) revocation of the “check-off” authorization in accordance with its terms or with applicable law.

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

ARTICLE 3: UNION ORIENTATION

Each new employee shall be allowed one (1) hour of paid work time within their first six (6) months of employment to meet with a representative of MSEA-SEIU.

ARTICLE 4: ARTICLE – ACCESS

1. **Union Representative:** The Union's Representative shall have access to each Employer's Premises for the purpose of administering this agreement, handling grievances, review the handling of physical safety concerns, explaining the Collective Bargaining Agreement and assisting employees with membership enrollment. Nothing in this provision shall be interpreted to allow a Union Representative to interfere with any work-related activity of any employee.

2. **Bulletin Boards:** SARSSM 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 5: EMPLOYER PREROGATIVES

SARSSM is committed to its mission, while ensuring the long-term viability and sustainability of the organization. SARSSM has consistently accomplished its organizational goals through a high-level of collaboration between and across its programs. Staff input and expertise has been an essential element of our critical work.

Full team participation and input of staff will continue to inform and shape our work at all levels. While full team participation assists to establish our goals and program areas, in order to guarantee the legal and fiduciary roles of the organization, the Employer shall retain the authority, discretion, and flexibility to operate the organization, make day-to-day decisions, and determine the mission, priorities, goals, strategies, tactics, methods, programs, processes, means, organizational structure, and personnel to achieve SARSSM’s mission and goals.

Except as set forth in other provisions of this Collective Bargaining Agreement, the Employer shall have all sole and exclusive prerogatives reserved to Management that include, but are not limited to: determine and establish agency budget; establish standards of service and

performance of its Employees, including setting key performance indicators and qualifications, ethical standards, public messaging, security, privacy, data security rules, use of lists, supervise Employees and their work, including training and cross-training; establish performance standards and conduct employee performance evaluations, and determine the competency of Employees; determine how and when and by whom services are delivered, determine or modify the number and qualifications of employees, consistent with applicable equal pay laws and other relevant laws and regulations; hire, appoint, promote, discipline, assign, direct, transfer, lay off, or demote personnel; suspend or discharge Employees for just cause; increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons; determine the hours and days, and locations; plan, direct, and control their operations including establishing and administering related policies and procedures; introduce new equipment, change or eliminate existing equipment, and institute technological changes or advances in equipment provided that the Employer will offer affected employees training on all new equipment; control and decide the nature of materials, supplies, equipment, tools, machinery, and other property to be bought, made, or used, and the price paid by Employer; ensure orderly and effective operations; determine effective work assignments and work schedules; enforce Employer rules, policies and regulations; take actions deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

SARSSM expects all Employees to perform work to the best of their ability. In the exercise of these prerogatives, employer shall be the sole judge of all factors involved in the decision, including, but not limited to, efficiency, usefulness, cost, and practicability.

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

ARTICLE 6: MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours and working conditions not covered by this Agreement, SARSSM agrees to make no changes without appropriate notice, in writing, to the Union unless such change is made to comply with the law or existing regulations. Should the Union wish to negotiate over such changes, the Union will respond to notify SARSSM of their intent to enter into negotiations.

ARTICLE 7: SUCCESSORSHIP

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

ARTICLE 8: SEVERABILITY

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not

declared invalid will remain in full force and effect. In the event of such occurrence, the parties will meet promptly to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid to conform such provision to state and/or federal law. The parties agree to construe the invalid provision according to its original bargained purpose and to agree on a narrowly revised provision that as closely as possible achieves such purpose.

ARTICLE 9: LISTS AND NEW EMPLOYEES

The Employer will provide the Union with an electronic list of the name, home address, personal email, telephone number provided by the employee, employee identification number, job classification, pay grade (if any), pay step (if any), wage rate, hire date, and employee status (i.e. regular full-time, regular part-time, temporary, or independent contractor) for each bargaining unit member as contained in the Employer's HR database. This list will be provided to the Union office on a quarterly basis on a recurring established date, unless the list remains unchanged from the prior quarter. In addition, the Employer will provide the Union with a list of bargaining unit members designated as new hires, transfers, promotions, and terminations including the date of the personnel action. This list will be provided to the Union office within ten (10) business days following a new hire, transfer, promotion, or separation. The Union agrees that it will use this information only for Union business and will use reasonable good faith efforts to protect employee privacy.

ARTICLE 10: JOB DESCRIPTIONS

SARSSM agrees to maintain accurate job descriptions for all bargaining unit jobs. The Union will have opportunities to give feedback and make suggested changes to job descriptions on an as needed basis in cooperation with the Executive Director, and the employee's Program Manager to accurately reflect assigned tasks and to meet organizational and stakeholder needs. Job descriptions must include a description of the essential responsibilities, required skills, and minimum qualifications for the job, as well as exempt or non-exempt status, scheduled days, and any weekend or on-call obligations of the position. Job descriptions will be accessible to all Employees. An Employee who believes the job description for their position is not current may request a review of the job description. The Employer will furnish job descriptions to the Union upon request.

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

ARTICLE 11: JOB SECURITY

Job Erosion. The Employer agrees not to utilize supervisors to perform bargaining unit work in such a manner that may result in layoffs of bargaining unit employees or in the reduction of hours of regularly scheduled bargaining unit members.

The employer may assign bargaining unit work to employees outside the unit or to contractors if necessary due to skill requirements that are not available among unit members.

ARTICLE 12: VACANCIES AND JOB POSTINGS

A. Notice of Vacancies

Notice of vacancies for all positions in the bargaining unit shall be clearly posted with an appropriate description of the position and made available to all SARSSM staff for a minimum of five (5) business days prior to posting the position. SARSSM reserves the right to advertise for the position externally as well. For the purposes of this Article, a vacancy exists when a new position is created or when SARSSM determines that a vacant position caused by an Employee's severance needs to be filled.

All bargaining unit position postings will include the essential functions or key responsibilities, required skills, and minimum qualifications of the job, the location(s) and/or remote work designation, hours per week, exempt or non-exempt status, scheduled days, starting and stopping time (if known and may be subject to change), any weekend or on-call obligations of the position, starting wage, whether it is benefit eligible and the anticipated duration of the position if it is temporary.

SARSSM will fill the position with the most qualified applicant. Qualified applicants shall be considered by those necessary documented skills and experience as established in the written job description. When considering whether a candidate is qualified, SARSSM will consider factors such as diversity, seniority in the bargaining unit, education, relevant experience, relevant multilingual abilities, and other relevant, and necessary job-related skills and qualifications. If SARSSM determines that there is a qualified applicant from an under-represented group, the appointment of the individual would be consistent with SARSSM's goals of promoting diversity, equity, and inclusion.

B. Diversity, Equity and Inclusion in Hiring

SARSSM and the Union share a deep commitment to incorporating diversity, equity, and inclusion goals and objectives into the hiring process. When SARSSM seeks candidates for vacant positions, the Employer shall adhere to goals aimed at creating diverse candidate pools.

1. The Employer will make a good-faith effort to circulate postings in a manner that assists in the recruitment of candidates from groups that have been traditionally under-represented, including but not limited to working with recruiters with experience in DEI recruitment.
2. Establishing goals for representation from traditionally marginalized groups in applicant pools.

3. Creation of effective and appropriate interviewing techniques and hiring processes.
4. Regular review of data to measure success/opportunities of affirmative action efforts.

SARSSM shall provide DEI training for all participants involved in the hiring process.

ARTICLE 13: PROBATIONARY PERIOD

All employees hired, appointed, promoted, or transferred to an established position will serve an evaluation period of three (3) months providing both the employee and the employer the opportunity to evaluate one another. This period shall be considered an extension of the selection process. During the last week of the three (3) month probationary period, the employee's job performance will be reviewed to determine suitability for continued employment. During the probationary period, SARSSM may terminate the employee's employment at will.

ARTICLE 14: SENIORITY

Seniority: Continuous service in the bargaining unit starting from the most recent date of hire. Bargaining Unit Seniority shall only be forfeited when an Employee (1) voluntarily quits, (2) is discharged for cause, (3) is released during the orientation period, (4) is laid-off and is not recalled or declines recall, as per the provisions of the Layoff and Recall Article, or (5) fails to report back to work at the expiration of a leave of absence or extension thereof.

For the purposes of this Agreement, an Employee whose seniority has terminated as above and who is subsequently rehired within two (2) years will not lose the previously credited time of service. Except as provided in Section 4 below, no service credit will be earned during a period when the person is not an employee.

Leaves of absence and recall. An Employee on an approved leave of absence, including but not limited to a leave of absence due to on-the-job injury, shall continue to accrue seniority during the approved leave period, to the extent consistent with the leave and benefits Articles of this Agreement. An Employee on military leave shall continue to accrue seniority during their recall period. An Employee who is returned to service from a recall list subsequent to a layoff shall continue to accrue seniority for the period during which the employee was on that recall list.

Binding notification of any of the above shall be done by USPS mail and email by the Executive Director.

ARTICLE 15: LAYOFF AND RECALL

Layoff: any reduction in the number of individuals working or hours worked in a classification or position.

Notice. While SARSSM will attempt to avoid layoffs, in the event that the Employer determines layoffs are necessary, SARSSM will give the Union and individuals within the affected job classification as much notice as possible but in no case less than thirty (30) calendar days written notice absent unforeseeable circumstances outside of SARSSM's control, in which case notice shall be given as soon as practicable after the need for layoffs is known. The notice will identify

the date of the proposed action, the individuals who would be laid off and/or whose hours would be reduced, and an explanation for the layoff.

Meeting. At the Union's request, the Employer shall meet to bargain with the Union over alternatives to layoffs and effects of layoffs during the thirty (30) day notice period. The meeting will be scheduled by agreement of the parties within ten (10) business days of the request. If the Employer and the Union do not reach an agreement on alternatives to the announced layoffs by the conclusion of the thirty (30) day notice period, the Employer shall proceed with the announced layoffs.

Effects Bargaining. The Employer acknowledges its obligation to engage in effects bargaining with the Union and commits to engaging in timely effects bargaining in layoff situations. Layoffs of regular employees shall consider a number of factors including but not limited to those noted below:

1. programmatic needs and operational continuity for the department,
2. transferable skills,
3. multilingual needs, and the diversity, equity and belonging goals of SARSSM,
4. seniority.

Recall. There shall be a twelve (12) month recall period after layoffs. Recall shall be in reverse order of layoff. Employees on layoff being recalled will normally be contacted at least four (4) weeks prior to the expected date of recall. The Employer shall email the employee's last known personal email address and send notice by Certified Mail to the employee at the last known address and shall simultaneously provide a copy to the Union. The notice shall advise the employee that they have fifteen (15) calendar days after receipt or within eighteen (18) calendar days from the date that notice is sent, whichever is sooner, to accept recall in writing. If the employee fails to make such arrangements within the time specified, unless for good cause shown, they shall lose their right to return to SARSSM and will be considered to have voluntarily quit.

ARTICLE 16: TRAUMA-INFORMED SUPERVISION AND CLINICAL CONSULTATION

SARSSM prioritizes positive client services and outcomes. Survivors benefit from working with a compassionate and informed Advocate to assist in their healing journey.

Trauma Informed Supervision is an effective tool that supports Advocates to perform the duties of their roles, provides opportunities for learning, and can prevent vicarious trauma from occurring. Trauma Informed Supervision is a tool to increase knowledge and skills, to more effectively support and advocate for survivors, and ensures Advocates continue professional development in a systematic and planned manner.

SARSSM will train its management staff in the practice of Trauma Informed Supervision and when feasible, provide opportunities for non-management staff to develop skills in this area to position them for career growth.

Additionally, SARSSM will engage the services of a licensed clinician to provide monthly clinical consultation to all staff with direct service work components.

ARTICLE 17: EVALUATIONS

SARSSM Employees will receive job evaluations on an ongoing basis. New employees will receive a review at the end of their Probationary Period. Two (2) times per year at a mid-year and annual end-of-year review, Employees will receive performance reviews from their program managers which will include self-evaluations of the employee's own performance. Program managers will share these evaluations with the Executive Director for final review before presenting to the employee being reviewed.

Program managers will receive performance evaluations from the Executive Director. All 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. The Employee shall sign the evaluation to signify that they have read it and shall receive a copy of the signed evaluation. Employees may submit any comments relevant to the evaluation within fifteen (15) business days of receipt, which shall be attached to the evaluation. Although the contents of an employee evaluation may be referenced or used to substantiate employee discipline, the Union and SARSSM agree that evaluations will not be used in place of the normal disciplinary process.

The purpose of the performance evaluation is to identify and discuss areas of strength and areas for growth and any professional development goals, and to facilitate improvement for the benefit of SARSSM and its important mission. The evaluation shall identify goals, development needs, and challenges and may include a plan for addressing those needs and challenges in the future, as needed. The evaluation will also identify the support to be provided by SARSSM in order for the Employee to progress. The Employee shall have an opportunity to make comments, objections, and proposed changes to their goals. The Employee and their evaluator shall meet to discuss the goals. If an Employee disagrees with the final evaluation, an Employee may prepare a written response to an evaluation and have that written response placed in the Employee's personnel file. All Employees are expected to fully cooperate with all aspects of the performance evaluation process.

Employees shall also have the opportunity to offer feedback and suggestions to SARSSM. Employees may provide feedback to the Executive Director, to the Board of Directors, or via an anonymous online form to be maintained by SARSSM.

ARTICLE 18: PERSONNEL FILES

Personnel Records. An Employee's personnel record includes information relating to an Employee's character, work habits, credit, and compensation and benefits within SARSSM such as applications, performance evaluations, disciplinary actions, related correspondence, and other pertinent information.

Before placing any documentation which will be considered during an investigation or disciplinary matter, or performance reviews, performance improvement plans, or similar, into a bargaining unit Employee's personnel file, that Employee shall be informed of or given a copy of the documentation. Bargaining unit Employees may submit a timely rebuttal, which shall be placed in the personnel file with the corrective action. The Employer will make an Employee's personnel file available for the Employee's review and copying within ten (10) business days of a written request.

The Employer will make requested portions of an Employee's personnel file or portions of it available for Union review and copying if the information is relevant to representing members of the bargaining unit. The Union will request the relevant documents in writing including a statement of relevance and will provide the Employer with at least five (5) business days' notice. The Employer will provide copies of requested information from personnel records at least ten (10) business days prior to any meeting where such information is relevant.

ARTICLE 19: DISCIPLINE, DISCHARGE, AND JUST CAUSE

A. Just Cause

No employee who has completed the initial probationary period shall be discharged or subject to disciplinary action without just cause. The employer agrees to implement progressive discipline with respect to any disciplinary action. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge. In circumstances of gross misconduct suspension or discharge may be imposed in the first instance.

B. Timing

The Employer has fifteen (15) business days from the date of an incident or from the date the Employer knew of the incident, whichever comes first, to discipline an employee or begin an investigation process. This timeframe may be extended by the Employer when additional time is needed due to the leave of absence of the employee under investigation or by mutual agreement between the Employer and the Union, in writing. Disciplinary action taken after fifteen (15) business days is without just cause.

C. Right to Representation

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

D. Documentation

All disciplinary action must be recorded in writing and must state the reason for the action. Supervisors must provide written documentation of disciplinary action to the employee, and a copy must be placed in the employee's personnel file. Upon written request from the employee, the Employer will provide a copy to a steward designated by the employee. In the case of a verbal warning, the contents of the warning must be placed in writing. An employee has the right

to respond in writing to any disciplinary notices and have that response incorporated into the record. A verbal or written warning may not be used as the basis for a disciplinary action against an employee after one (1) year from the date of the action, provided there has not been a recurrence of a similar offense within that time.

E. Administrative Leave Pending Investigation

Paid administrative leave may be implemented to investigate cases of serious misconduct. In these circumstances, scheduled hours of work or shifts an employee was unable to work due to an investigation would be compensated at the scheduled rate category by the Employer. The Employer will forward the name of any employee who is placed on administrative leave to the Union when the leave is initiated. The investigation will be concluded as soon as reasonably possible given the circumstances.

ARTICLE 20: GRIEVANCE PROCEDURE

A. Definition of a Grievance

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

B. Principles

The parties recognize that many grievances will be discussed and resolved between the Employer, a Union representative, and the employee(s). The goal of the parties is to resolve grievances at the lowest level possible. Employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor at any time before filing a written grievance. However, this recommendation does not change the time limits specified in this article for filing a grievance. Grievances may be referred to a higher level or sent back to a lower level by mutual written agreement of the parties.

C. Timelines

When the Employer fails to respond within the timelines specified herein the Union is allowed to submit the grievance to the next level. When the employee or the Union fails to submit the grievance to the next level within the timelines specified herein the grievance is considered withdrawn. The parties may extend timelines by agreement in writing.

D. Group Grievances

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

E. Discharge Grievances

All discharge grievances shall be filed at Step 2 of the Grievance Procedure within fourteen (14) business days of the effective date of discharge.

F. Grievance Steps

Step 1. The worker, with or without their Steward, shall present the grievance orally or in writing to the Executive Director within fifteen (15) business days of its occurrence, or when the worker knew or by reasonable diligence should have known of its occurrence. The Executive Director shall attempt to resolve the matter and report their decision in writing to the worker and Steward within five (5) business days of its presentation.

Step 2. In the event the grievance is not settled at Step 1, an appeal may be made to the Labor Liaison of the Board of Directors within fifteen (15) business days. The Labor Liaison of the Board of Directors shall attempt to resolve the matter and report the decision in writing to the worker and Steward within ten (10) business days of its presentation.

Mediation. In the event that a grievance remains unresolved after Step 2, the Employer and the Union may mutually agree to mediation through either Federal Mediation and Conciliation Service (FMCS) or some other mutually agreed upon mediation service.

Step 3. In the event the grievance is not settled at Step 2, the Union may undertake industrial action within ten (10) business days after receipt of a written decision in Step 2, or upon receiving no written decision within the specified timeframe. Should ten (10) business days pass with no industrial action taken on the part of the Union, the grievance shall be considered withdrawn.

Stewards will be granted mutually agreed-upon time off during regularly scheduled office hours to investigate and process grievances and to represent MSEA-SEIU workers in investigatory interviews, upon notice to the Steward's immediate supervisor. Employees shall have a right to Union representation at each step of the procedure. Once an employee has requested union representation, the Employer and Union will communicate to find a time that works for the Employer, the Employee, and the union representative to meet.

ARTICLE 21: BULLYING, HARASSMENT, AND DISCRIMINATION

The employer and MSEA agree that all forms of discrimination, intimidation or harassment will not be tolerated. If proven, such actions will be grounds for discipline up to and including discharge. The provisions in this agreement are in addition to those as provided by law, regulation, or statute. This article also covers bullying, harassment, and discrimination which may occur via electronic communication.

In recognition of the Employer's and the Union's shared commitment to the rights and dignity of all people, and their shared commitment to create a work environment of mutual respect, Management Employees and bargaining unit Employees agree that all forms of discrimination, intimidation, or harassment will not be tolerated. If proven, such actions will be grounds for discipline up to and including discharge. SARSSM and the bargaining unit employees also agree that bullying behavior exhibited by any Employee(s) against (an)other Employee(s) is unacceptable and should not be tolerated. This Article is included in this Agreement to clearly articulate the values of the Employer, the Union and SARSSM Employees.

The employer agrees it will not discriminate on the basis of characteristics, including, but not limited to sexual orientation, race, creed, color, religion, national origin, gender, gender identity or expression, marital status, parental status, pregnancy status, age, ancestry, genetic information, disability, weight, veteran status, whistleblower status, participation in a grievance and/or compliant whether formal or informal, military/veteran status, or hearing level and/or communication modality. All agency employees and volunteers are prohibited from harassing others on these grounds.

The parties agree that behaviors that contribute to a hostile, humiliating, or intimidating work environment, including abusive language or behavior, whether verbal or physical, and/or bullying, are unacceptable and will not be tolerated.

Definitions

For the purposes of this article, bullying is defined as repeated inappropriate behavior, either direct or indirect, and can include upward, downward, and lateral bullying, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or in the course of employment. Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when issuing out discipline. However, conduct will only be considered “bullying” under this Article if the conduct rises to the level that a reasonable person would consider unacceptable or inappropriate.

Examples

SARSSM considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting, or humiliating; using a person as butt of jokes; abusive and offensive remarks or nicknames; shouting at in public or in private; Not allowing the person to speak or express themselves (i.e., ignoring or interrupting); personal insults; Constant criticism on matters unrelated or minimally related to the person’s job performance or description; public reprimands; spreading rumor, misinformation, or gossip regarding individuals; or encouraging others to disregard the directives of management or supervisors;
- **Physical bullying:** Threat of physical assault, damage to a person’s work area or property, physically blocking or obstructing another’s freedom of movement (such as blocking a doorway);
- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages; obscene gestures; gestures indicating disrespect (such as eye rolls);
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities; persistent singling out of one person.

Bullying may also include public reprimands or repeated criticisms of any employee in private or public settings or correspondence, in staff meetings, or during informal discussion or correspondence, that happen outside of a supervisory, coaching, or disciplinary setting. Bullying includes any behavior towards an individual that the person knew, or a reasonable person should have known, would cause that individual to be humiliated or intimidated.

Bullying is NOT:

- Expressing differences of opinions;
- Offering constructive feedback, guidance, or advice about work-related behavior; or
- Reasonable action taken by an employer or supervisor relating to the management and direction of employees or place of employment (i.e., managing an employee's performance, taking reasonable disciplinary actions, assigning work);
- Bystander interventions that are intended to cease a person's ongoing harassing, discriminatory, offensive, or bullying conduct at the time of the conduct.

Any employee may make a report of harassment, bullying or discrimination, even if that employee is not the target of the behavior, for example if they are a witness to the conduct or become aware of the conduct by other means. Members of management who receive complaints or have actual knowledge of discrimination, intimidation, harassment, or bullying, shall promptly investigate and shall take appropriate prompt remedial steps to respond to interpersonal misconduct or allegations of bullying or harassment. In instances of bullying perpetrated by members of management against bargaining unit members, bargaining unit members may report concerns to the Labor Liaison of the Board of Directors. The Labor Liaison and/or Executive Committee of the Board of Directors or their designee shall conduct investigations where appropriate, and take prompt remedial steps. The victim or person impacted by discrimination, harassment, or bullying under this policy may have an opportunity to express their needs or desires with respect to the process under this policy, which SARSSM shall consider in its response. The individual's expressed needs shall not be binding on the organization.

The Employer and Union agree victims of bullying or harassment can be reluctant to confront their harasser or bully. It is further agreed that they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. Therefore, it is agreed that the victim may seek assistance by reporting the incident directly to the Executive Director, Labor Liaison, or any Union staff member and will not be required to speak directly to the harasser or bully. The Executive Director or Executive Committee of the Board of Directors will act upon the complaint without delay. Union Representation will not be denied if requested.

There will be no retaliation or other adverse action taken by any party against an individual who makes a good-faith complaint, reports an incident of bullying or harassment, or who in good faith provides information in the course of the investigation of such a complaint or report. Both parties agree to encourage any employee who believes they have been subject to bullying or harassment in violation of this Article to utilize the internal review procedure established by SARSSM. A bargaining unit employee may have Union assistance to help file and process such a

complaint. If a bargaining unit employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance. This provision shall not preclude other legal remedies provided by law.

Any employee found to have engaged in bullying or harassment in violation of this article shall be subject to discipline, up to and including termination, and where the conduct is found to be sufficiently egregious, may lead to termination of employment upon a first instance.

Consistent with the National Labor Relations Act, as amended, nothing in this article shall prohibit or limit Employees' rights to engage in protected and concerted activity nor limit Employees' ability to raise and discuss issues and/or grievances concerning wages, hours and working conditions.

ARTICLE 22: EQUITY, INCLUSION, DIVERSITY, AND BELONGING

SARSSM has committed itself to an inclusive workplace, respect for differences and fairness for all its employees to ensure their fullest degree of success within the organization. SARSSM is committed to equity and inclusion principles and the premise that expanding diversity within the organization enhances a culture of belonging within the workplace and furthers the understanding of SARSSM's mission.

The Employer and Union agree that each firmly believes in equal rights and opportunity for all employees and that for the duration of the Agreement neither shall discriminate against any employee in any manner which would violate any applicable laws because of said individual's age, race, color, creed, sex, gender, gender identity or expression, religion, ancestry, ethnicity, national origin, citizenship status, veteran status, economic status, mental or physical disability or handicap, genetic information, sexual orientation, political affiliation, marital status, parental status, pregnancy status, disability, weight, participation in a grievance and/or complaint whether formal or informal, or other characteristic protected under state or federal law, nor shall the Union or the Employer discriminate against any employee because of the employee's membership status in the Union.

An atmosphere of mutual respect toward difference is indispensable to the work process and enables the free interchange of ideas that is the basis of a successful organization and is essential to creating a vibrant SARSSM workforce comprised of individuals with unique perspectives and backgrounds.

The Employer shall hire employees without regard to age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional orientation, gender identity or expression, political party affiliation, or mental or physical disabilities which may be reasonably accommodated. Unless otherwise prohibited by state or federal sources of funding or statutes, SARSSM shall also hire employees without regard to immigration status and criminal background. The Employer's hiring standards shall be consistent with those required to perform the job. Moreover, the Employer is fully committed to diversifying the organization and continuing to provide equal employment opportunity to all qualified applicants and employees.

ARTICLE 23: SEXUAL HARASSMENT

It is the policy of SARSSM that all employees have the right to a work environment free from all forms of discrimination and harassment, including sexual harassment.

Sexual harassment refers to a form of verbal or physical behavior of a sexual nature which is not welcomed by the recipient (sexual nature may refer to behaviors or comments related to sex, sexuality and/or bodies or personal space, sexual orientation, gender identity, and/or gender expression. SARSSM recognizes that any boundary crossing of a sexual nature is violating and unacceptable.

Specific unacceptable behaviors or comments may include, but are not limited to:

- Sexual pranks, or repeated sexual teasing, jokes, or innuendo, in person, on social media or via e-mail;
- Verbal comments of a sexual nature (including offensive sexual flirtations, or graphic or degrading comments about an individual or their appearance);
- Any offensive or abusive physical contact of a sexual nature (including touching or grabbing);
- Repeatedly standing too close to or brushing up against a person;
- Asking a person to socialize during work or off-duty hours when the person has said no or has indicated they are not interested;
- Giving gifts or leaving objects that are sexually suggestive or explicit;
- Making sexually suggestive or explicit gestures;
- Making or displaying/posting sexually demeaning, offensive, or suggestive materials in the workplace or work-related setting;
- Off duty, unwelcome conduct of a sexual nature that affects the work environment;
- Invasive questions or speculations related to a person's gender identity, gender expression, or sexual orientation;
- Invasive or repeated unwelcome behaviors around pregnancy, including but not limited to questions, comments, staring, or repeated physical touch or close proximity.

Such conduct, whether quid pro quo (e.g., conditioning promotions, awards, training, or other job benefits upon acceptance of actions of a sexual nature), or that which creates a hostile work environment, is prohibited by Employees, volunteers, and board members of SARSSM.

A victim of sexual harassment can be of any gender identity as can the person engaging in or perpetuating sexual harassment. The harasser can be a supervisor, co-worker, other employee or volunteer, board member or a non-employee who has a business relationship with the SARSSM. Any Employee who experiences sexual harassment in the workplace or a work-related setting has the right to report said harassment to their supervisor, Executive Director, a member of the Board of Directors, MSEA SEIU Union Representative, the Maine Human Rights Commission, or the Equal Employment Opportunity Commission. Union representation will not be denied. In cases where multiple bargaining unit members are involved in an investigation, MSEA will ensure that representation does not present a conflict of interest for bargaining unit members involved.

ARTICLE 24: HEALTH INSURANCE

SARSSM provides a group health insurance plan for employees and their eligible dependents. This insurance is paid by SARSSM for all regular employees at their Employee Proration Percentage rate. The difference between an employee’s full premium cost and the amount paid by SARSSM will be at the expense of the employee. SARSSM shall maintain the current or equivalent health coverage for employees, unless doing so would cause premium costs to increase by 1% or more over the previous plan year. If current or equivalent coverage would cause premium costs to increase 1% or more, SARSSM may negotiate with the Union regarding alternative coverage and the allocation of premium costs between SARSSM and the unit employees. If health insurance premiums increase beyond SARSSM’s ability to cover the costs identified in this policy, employees will be given a 45-day notice regarding the changes to this policy. In the event such 45-day notice is not possible, then SARSSM will provide notice of potential changes as soon as reasonably possible. Bargaining over this article may also be reopened at the union’s request over the negotiation of an alternative health care plan proposed by MSEA SEIU. MSEA acknowledges that health care plan changes must take place within thirty (30) days before open enrollment (December 1) for changes to take effect for the following plan year.

Under limited circumstances, based on the health plan sign-up policy and qualifying event provisions, employees may be able to change their option by submitting notice to the Executive Director and/or their designee consistent with the plan requirements.

An employee who is covered by the SARSSM group health insurance plan may maintain that coverage under COBRA as required under applicable law upon termination of employment if the termination is due to temporary layoff or an injury or illness for which the employee claims to be compensable under worker’s compensation.

ARTICLE 25: SHORT- AND LONG-TERM DISABILITY BENEFITS

The Employer will continue its practice of providing individualized support and short-term and long-term disability benefits for employees.

ARTICLE 26: PAID AND UNPAID LEAVES OF ABSENCE

A. Holidays

All Regular Employees will be paid for the following holidays:

- | | |
|----------------------------------|------------------------------------|
| 1. New Year’s Day | 8. Labor Day |
| 2. Martin Luther King’s Birthday | 9. Indigenous People’s Day |
| 3. President’s Day | 10. Veteran’s Day |
| 4. Patriot’s Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day Following Thanksgiving Day |
| 6. Juneteenth Day | 13. Christmas Day |
| 7. Independence Day | |

Regular Employees who need time off to observe a particular religious holiday not listed above shall be able to substitute a listed holiday or other earned time for a floating holiday with the permission of their direct supervisor. Requests to observe listed and substituted holidays shall not be unreasonably denied. Employees will also receive two (2) floating holidays on their date of hire, and at the beginning of each fiscal year. Floating holidays may not be carried over from year to year. Employees must coordinate with their direct supervisor when scheduling floating holidays. Requests to schedule floating holidays will not be unreasonably denied.

All Regular Employees are entitled to paid Holiday time based on their regularly scheduled hours.

- To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday falls.
- Holiday pay for non-exempt employees is calculated based on the employee's base rate of pay (as of the date of the holiday) multiplied by the number of hours the employee would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.
- Employees who are on an unpaid continuous leave of absence are not eligible to receive holiday pay.

Employees who work a helpline shift on or during Christmas Eve will receive a floating holiday. The date of this floating holiday must be approved by their direct supervisor.

If an employee is on-call during one of the holidays listed above, they are entitled to an additional floating holiday. The date of the alternative day off must be approved by their direct supervisor. An alternate day off will not be unreasonably denied. A recognized holiday which falls on a Saturday will be observed the preceding Friday. A recognized holiday which falls on a Sunday will be observed the following Monday. Paid time off for the holidays will not be counted as hours worked for the purpose of determining overtime. All approved work hours on a holiday can be used for determining overtime.

If a recognized holiday falls within an employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If non-exempt employees want to work at home or other locations on a day SARSSM is closed due to it being a holiday, they must receive approval from their direct supervisor. If eligible non-exempt employees work on a recognized holiday, they will receive payment for the paid holiday plus wages at their base rate of pay for the hours worked on the holiday.

B. Sick Time

Sick leave benefits are in place to protect Employees in the case of planned or emergency absences due to their own illness, non-work-related injury, or for the care of an immediate family member. Per 'Section J: Family Medical Leave' of this article, SARSSM may require certification from a physician to verify the amount of leave requested by the employee.

All Full-time and Part-time Regular employees are eligible for paid sick leave. Employees will receive their annual allotment of sick leave hours upon their annual date of hire. Paid sick time may be used starting on the first day of employment.

Sick leave may be used for illness, including mental health needs, necessary medical or dental care, or other disability of the employee.

Paid sick leave is earned at a rate of one day per month, starting on the first day of employment. This is prorated for Employees who work less than forty (40) hours a week. Full-time Employees who work 40 hours a week earn ninety-six (96) hours of sick time annually.

Sick leave will accrue each pay period, at a prorated amount determined by the employee's current regular schedule. The accrual amount for a pay period including a regular schedule change (newly hired or employees with a change to their regularly scheduled hours) will be prorated based upon scheduled work hours within the pay period including such change.

When an employee uses a sick day, they must notify their direct supervisor and the Executive Director as soon as possible before the start of the workday. If an employee uses more than one sick day in a row, they must notify the Executive Director each day of the absence.

In the event that an employee incurs a catastrophic or extended illness that uses up their earned sick leave, other employees may choose to donate up to three of their accumulated sick days to that employee at that time. The donation of sick time must be approved by the Executive Director. SARSSM will establish a sick leave bank if requested by an employee to allow other employees to donate unused, accrued sick leave up to three of their accumulated sick days. SARSSM will not unreasonably deny donations of sick time by employees. If unused sick time remains following the separation or completion of the leave of the employee receiving donations, it will be returned at a prorated amount to those employees who donated sick time.

- (a) **Use Limited to Accrued Balance** - Employees may request to use sick leave up to their accrued sick leave balance as of the end of the current pay period. If an employee's current need would create a deficit of sick leave hours, any available vacation time hours would be used to fulfill the regularly scheduled hours for the work week.
- (b) **Sick Leave Carry Over Time:** Sick leave benefits will renew annually on the start on the Federal Fiscal Year, October 1st. All Regular Employees may carry over a maximum of twenty-four (24) hours to the following year. Unused, accrued paid sick time carries over until the employee reaches 320 hours (for full time employees, prorated for employees who work less than forty (40) hours per week), at which point sick time stops accruing.
- (c) **End of Agency Employment:** Accrued sick leave is dissolved at the time of employment separation. Employees are not entitled to any compensation for accrued sick leave.

C. Paid Time Off

All regular employees will be eligible to take vacation and earned time off after successful completion of the probationary period. Regular part-time employees will accrue vacation and earned time on a pro-rated basis at a ratio equal to their regularly scheduled hours. Vacation and earned time are accrued at the end of each pay period from the date of employment based on the fiscal year.

Vacation and earned time may be taken in minimum increments of one hour. Vacation and earned time are available for use by employees as soon as the time is accrued.

Vacation and earned time are accrued by employees through their separation date. The accrual amount for a pay period including a regular schedule change (newly hired or employees with a change to their regularly scheduled hours) will be prorated based upon scheduled work hours within the pay period including such change.

When an employee accrues increased hours of leave based on their duration with the organization (at 5 years and 10 years, for example), that accrual will be effective at the beginning of the first pay period following that employee’s anniversary date of hire.

(a) Annual vacation and earned leave hours allotted per years of service

All Regular Employees are allotted their vacation and earned leave hours applicable to their years of service annually. SARSSM believes that employees should take accrued time off away from their duties. While the agency seeks to provide generous time off benefits, it would limit the financial exposure of allowing employees to be paid out for the full amount of vacation and earned time that it would provide. Employees shall receive the following vacation time annually, prorated to their regularly scheduled hours:

Annual Vacation Hours							
	Years of service						
Scheduled weekly hours	< 2	3	4	5	6	10	15+
20	20	20	20	20	20	20	20
40	40	40	40	40	40	40	40
Accrual Rate per month (full time staff)	3.33 hours	3.33 hours	3.33 hours	3.33 hours	3.33 hours	3.33 hours	3.33 hours

Annual Earned Time Hours							
	Years of service						
Scheduled weekly hours	< 2	3	4	5	6	10	15+
20	40	48	52	56	60	80	100
40	80	96	104	112	120	160	200
Accrual Rate per month (full time staff)	6.66 hours	8 hours	8.66 hours	9.33 hours	10 hours	13.33 hours	16.66 hours

Carryover: Unused accrued vacation time may be carried forward from one fiscal year to the next except that in all circumstances an employee may only accrue up to a maximum of forty (40) hours of vacation time. For example, if an employee earns forty (40) hours of vacation time in year one (1) and uses eight (8) hours of vacation time, that employee may roll over thirty-two (32) hours of vacation into year two (2).

The employee will then accrue vacation time in year two (2) on their normal accrual schedule, until they reach a maximum of forty (40) hours, at which time vacation stops accruing. If the employee uses more vacation time in year two (2), and their balance drops below forty (40) hours, they will continue to accrue on their normal accrual schedule until they reach the maximum of forty (40) hours.

Unused accrued earned time carries over forward from one fiscal year to the next but will be forfeited if not used before the following April 1st. If special circumstances make this impossible, the Executive Director may extend this date.

Employees shall earn eighty (80) hours of earned time per year, prorated according to their regularly scheduled hours.

If an Employee takes a Leave of Absence and returns to the Agency, that leave will not be used in determining their length of service with the Agency.

(b) Vacation Requests

Vacation and earned leave requests are subject to the advance approval of an employee’s direct supervisor and the Executive Director. Requests for vacation and earned leave use in excess of five (5) consecutive days must be made at least two weeks prior to the requested leave. At the discretion of the Executive Director, employees may be approved for planned vacation or earned time requests in excess of five days with less than two weeks’ notice. Employees may use vacation or earned time in increments of one (1) hour.

Requests to use vacation or earned time will not be unreasonably denied.

Granting of vacation requests will generally be based on a first come first serve basis. In the case of conflicting requests, seniority will prevail. In the case of multiple requests during the same time period, impacts on services will be considered as well as bargaining unit member seniority. SARSSM has discretion to approve or deny vacation requests based on the organization's needs. The Executive Director shall grant vacation leave only after assuring that the program operation will not be adversely affected, and that minimum coverage is maintained.

To ensure that employment responsibilities are transitioned appropriately, employees who provide two (2) weeks' notice of voluntary resignation will not be permitted to use vacation or earned time during the 2-week notice period.

A holiday occurring during a vacation week does not count as a vacation day.

Vacation time is paid at the employee's pay rate at the time vacation is used. The pay rate does not include overtime or any special forms of compensation.

(c) Upon Separation

Employees will be paid for unused accrued vacation hours at the separation of employment. Employees will not be paid for earned time upon separation of employment.

D. Bereavement Leave

In the event of a death of a family member or loved one (i.e., parent, spouse, significant other, child, sibling, grandparent, in-law(s), or persons for whom there is a deep and significant personal bond akin to the bond that often exists between immediate family members), employees will be granted paid leave at their normal rate of compensation for up to five (5) days per occurrence.

An employee who wishes to take bereavement leave should notify their supervisor as soon as possible so any necessary coverage of duties may be arranged. In addition to bereavement leave, an employee may, with their supervisor's approval, use any available vacation and earned time for additional approved time off as necessary. Bereavement pay is calculated based on the base pay rate.

Employees may also take an additional week off, if needed, for each instance of bereavement. When available, Employees may use their accrued sick, vacation, or earned time. Should an Employee have no vacation or earned hours accrued, this additional week of bereavement leave will be unpaid. The Executive Director may deny bereavement leave if they have substantial evidence that an employee has engaged in a pattern of abuse of bereavement leave under this Article. Employees must notify the Executive Director of their need for bereavement leave.

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

Death of a Pet

Employees are allowed up to three (3) consecutive days off from regularly scheduled duty with regular pay in the event of the death of a service animal or personal pet (an animal in which the employee was its primary caregiver).

An employee who wishes to take time off due to the death of a service animal or personal pet should notify their supervisor, as soon as possible so any necessary coverage of duties may be arranged. Bereavement pay is calculated based on the base pay rate.

F. Jury Duty

SARSSM encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time and part-time employees qualify for paid jury duty leave. Employees will transfer their jury duty compensation to SARSSM.

Employees must show the jury duty summons to the Executive Director as soon as possible so that the Executive Director may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

Either SARSSM or the employee may request an excuse from jury duty if, in SARSSM's judgment, the employee's absence would create serious operational difficulties.

SARSSM will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during the jury duty leave.

G. Military Leave

SARSSM will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who are entering active duty must notify the Executive Director or Board Chair/designee (in the case of the Executive Director) as soon as possible about their planned absence, unless such notice is precluded by military necessity or factors beyond the employee's control. A copy of the orders must be provided when notice is given or sent to SARSSM as soon as the orders are received by the employee.

An employee who is a member of a Reserve component or in the National Guard, and is ordered to attend a scheduled training or activity, will be allowed either an unpaid leave of absence or may use accrued vacation leave. An employee who will be absent for military duties should notify the executive director as soon as they are advised of the dates of the training or activity duties and provide a copy of their orders.

If SARSSM receives satisfactory proof of your military pay, we will pay you the difference between your normal base pay and the pay you received while on military duty (excluding expense pay). You will not be paid for military leave beyond two weeks. However, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans and SARSSM policies for which you are otherwise eligible. Employees who elect this coverage will be required to pay 100% of the premium for the coverage.

The time an employee is on active duty counts as time worked for SARSSM. Your benefits such as vacation, sick leave or holiday benefits, will not accrue during a military leave. When the employee returns from leave, the benefits will start accruing again.

After completing military service, an employee who has been on active duty for ninety (90) days or less must be reinstated to their former position at SARSSM. An employee who is on active duty for ninety-one (91) days or more must be reinstated to their former position or to one of like seniority, status and pay.

After completing military service, the employee must report back to work at SARSSM or apply for re-employment providing the employee meets all conditions of employment. For service from one (1) to thirty (30) days, the employee must take such action by the beginning of the first regularly scheduled workday that would fall at least eight hours after the end of the last calendar day of military service. For service from thirty-one (31) to one hundred eighty (180) days, the employee must take such action no later than 14 days after completion of military service. For service greater than one hundred eighty (180) days, the employee must take such action no later than ninety (90) days after completion of military service.

A SARSSM employee who volunteers or is ordered to active duty with the National Guard or the Reserves is entitled to military leave for up to five (5) years (cumulative). Time spent on active duty by employees who are called to active duty by the President of the United States during a national emergency does not count toward the five-year limitation.

H. Victims of Violence

Under Maine Law, an employee may take reasonable and necessary leave from work when the employee (or certain relatives of the employee) is a victim of violence, assault, sexual assault, stalking, or any act that would support an order for protection. The leave may be taken to:

- Prepare for and attend court proceedings;
- Receive medical treatment; or
- Obtain services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The leave may be with or without pay at the discretion of the organization. SARSSM may not sanction an employee or deprive the employee of pay or benefits for taking the leave. However, SARSSM does not have to grant this leave if granting it would cause:

- undue hardship to the organization;
- if the request for leave is not communicated to the employer within a reasonable time under the circumstances; or

- the requested leave is impractical, unreasonable or unnecessary based on facts known to the employer.

If SARSSM declines to approve paid leave for an employee under this policy, an eligible employee must use accrued sick or vacation time. If an employee has exhausted all applicable accrued sick or vacation time, a leave of absence under this policy will be unpaid.

J. Short-term and Long-term Disability Leave

An employee who experiences a qualifying event meeting the guidelines for disability leave will be allowed a maximum of eleven (11) weeks of short-term disability leave and/or thirty-two (32) weeks of long-term disability leave, taken continuously. Guidelines for qualifying events are determined by the carrier and an employee's physician.

SARSSM offers all Regular Employees, working at least twenty (20) hours per week, access to the benefit of Short-Term or Long-Term Disability, and contributes 100% of the cost for this coverage per qualified employee.

K. Flex Time

Flex time is flexible hours that allows staff to alter workday start and finish times, when they have worked outside of SARSSM business hours. The total working time required of employees on flextime schedules are the same as those required under traditional work schedules or regular SARSSM business hours. Flex time should always be the first step as approved by the employee's direct supervisor and should be taken within the same workweek, whenever possible, as the employee's off-hours work.

Overtime is only appropriate when flex time cannot be taken. If the employee has unforeseen off-hours work (such as an accompaniment) that results in the employee working more than 40 hours in the workweek, then the employee may work the overtime, but should take flex time within thirty (30) days' time. Overtime should be approved by your supervisor.

Accrual Rules and Rate: Employees shall accrue flex time for all hours performing SARSSM work outside of the employee's normal schedule, such as business travel or events, on weekends, holidays, or any other days on which the employees are not regularly scheduled to work. Flex time accrues at a one-to-one ratio when:

- You directly support a caller/survivor (via phone or accompaniment outside of SARSSM business hours (8am – 4pm) or a staff member's regularly scheduled work week. This may look different depending on a staff member's position.
- You work at an evening or weekend programming, outreach, fundraising, or other such event as directed by your supervisor.

Flex time will accrue in 30-minute increments. Exempt employees will continue to receive their regular salary during use of all flex time. Non-exempt employees' flex time hours are unpaid.

Employees are not entitled to and SARSSM will not pay-out accrued but unused flex time at the time of an employee's termination of employment. Employees may use flex time prior to using other forms of leave, i.e., vacation or earned time.

Accrual and use of flex time requires prior approval of an employee's supervisor. Employees should track flex time in the shared "flex time spreadsheet" and all employees shall make note in timesheets for the pay periods in which flex time is used.

ARTICLE 27: EDUCATION AND PROFESSIONAL DEVELOPMENT

SARSSM recognizes the importance and value of professional development for increasing the ability of Employees to perform their jobs at a high standard and to ensure that SARSSM is able to provide the best services to its clients. Furthermore, employees are required to complete a minimum number of hours and/or specific content of professional development training per year. Numerous training opportunities are free and accessible online to meet this professional development requirement.

All Employees must seek approval for professional development funds to be used for specific programs or trainings that they desire to attend. It is the goal that all employees will have access to these funds on a fiscal year basis, depending on contract and funding changes, which directly impact this budget line.

Employees will be directed to participate in required professional development/continuing education activities that support them to meet the requirements of their role. Employees may propose professional development activities for management review and approval relevant to their position.

SARSSM will provide ongoing employee training and development designed to maintain and improve knowledge and skills required to effectively and safely perform their jobs. The agency encourages staff to attend workshops and conferences subject to the approval from their direct supervisor and the Executive Director. Decisions on requests and reimbursement for attendance at external workshops, conferences, and seminars will be made based on SARSSM's needs, employee needs and available funds. Requests should be submitted in writing as early as possible to the Executive Director.

The focus of education and training will normally include:

- (a) Needs of the population served;
- (b) Nature of service provided by the employee;
- (c) Individual professional development needs;
- (d) Performance improvement activity findings;
- (e) Advances of technology or management;
- (f) Needs identified during annual performance evaluations.

Mandatory Training. SARSSM will make reasonable effort to schedule sessions at convenient times. Staff who fail to attend any mandatory training session must make up the session within two (2) weeks of the training materials being made available. Accommodations will be made if

an employee is out on leave during this time. In the event that a staff member cannot be at a mandatory training, notification to the Executive Director is required prior to the training.

ARTICLE 28: WAGES

A. Wages

The minimum hourly wage or salary for the following positions, for fiscal year 2024 (October 1, 2023- September 30, 2025) are as follows:

Classification	Minimum Wage Rate for FY 2024 (hourly)	Minimum Wage Rate for FY 2025 (hourly) (incl. COLA)
SART Advocates	\$21.25	\$21.89
CAS Forensic Interviewer	\$21.80	\$22.45
CAS Family Services Advocate	\$21.25	\$21.89
Operations Specialist	\$23.00	\$23.69
Educator	\$21.25	\$21.89

This wage chart will be updated via a MOU as additional bargaining unit job classifications are added.

B. Cost of Living Adjustments

Employees will receive an annual Cost of Living Adjustment (COLA) salary increase of 3% for fiscal year 2024 beginning on October 1, 2023. Beginning on October 1, 2024, all bargaining unit members will receive an annual COLA adjustment of 3% over the previous year, for fiscal year 2025.

C. Workforce Funding Initiative and Reopener

To the extent that Workforce Funding Initiative in the Maine Legislature is passed, or any other new sources of grant funding not currently included in the organization's budget is received by SARSSM that would permit SARSSM to increase wages, SARSSM will notify the MSEA SEIU within 10 (ten) business days. The Union and SARSSM will agree to meet and confer at mutually agreeable times to negotiate the effects to bargaining unit members' wages or other benefits.

D. Retroactive Cost of Living Adjustment and Fiscal Year 2024 Changes

Upon ratification of this CBA, all eligible bargaining unit members will receive a one-time, retroactive payment dating from October 1, 2023, to the date of contract ratification. The payment will be inclusive of any raises or COLA adjustments outlined below. For fiscal year 2024:

COLA: Staff employed for more than 1 year at the date of contract ratification are eligible for a 3% COLA in fiscal year 2024 and retroactive COLA. Staff employed for less than 1 year will be eligible in FY25.

- Salary Adjustments: All bargaining unit member salaries will be adjusted to reflect at least the FY24 starting wage.
- Bargaining unit members employed less than 1 year, but compensated at a rate higher than the listed wage for FY24 will not receive any adjustment.
- Bargaining unit members employed beyond 1 year will receive an additional 1% adjustment for each year of service.

E. Pay Periods

SARSSM will pay employees biweekly, on a consistent day of the week.

ARTICLE 29: STIPENDS AND EXPENSE REIMBURSEMENT

A. Wellness Stipend

Staff will be given \$250 annually, available starting on their date of hire, to use for health and wellness purchases, subject to budget availability.

B. Expense Reimbursement

Employees will be reimbursed for necessary and allowable expenses incurred while on official agency business. Necessary and allowable expenses include, but are not limited to, travel to meet with clients, travel to meet with community providers or to schools, courts, jails, prisons, and other correctional facilities, and travel to conferences and trainings, and travel to an office other than the employee's designated work location consistent with applicable law. Receipts must be provided unless otherwise noted.

Payments will be paid to employees via payroll direct deposit on the next scheduled pay date, as dictated by the payroll processing calendar.

Mileage. Employees will be reimbursed for the use of their own vehicles in the performance of SARSSM business with the exception of commuting miles. Employees shall be reimbursed at a dollar amount per mile equal to the currently applicable DHHS rate. Should any changes occur in the prevailing DHHS rate during the life of this agreement, they shall become effective on the date that coincides with the DHHS rate change.

Reimbursement shall be for miles traveled only on SARSSM business. The starting and ending point of the travel shall be the employee's designated home SARSSM office or the employee's home, whichever is closer to the travel destination. Employees traveling to an office that is not their designated home office will be compensated for mileage in the same manner.

Travel, hotels, meals, and related expenses may be paid for by government grant funds are subject to government reimbursement rates as determined by the funder, and for those trips, the government reimbursement rates will apply. Employees should check with Finance to determine their applicable per diem in these situations.

Meal reimbursement. Meal allowance for employees on SARSSM business not associated with overnight travel shall be reimbursed at the following rates unless a higher rate is required by applicable law:

Breakfast: \$13

Lunch: \$15

Dinner: \$30

SARSSM will not reimburse expenses for alcohol. Employees on SARSSM business which requires an overnight stay receive meal reimbursement at the following rates:

Full day per diem: \$58.00

Travel day per diem: \$40.60 (70% of the full per diem rate)

Employees shall be required to supply a receipt to be eligible for the per diem reimbursements. When attending events or meetings where meals are provided, such meal(s) shall be subtracted from that day's per diem at the meal rates specified above.

Exceptions shall be made in the event an employee's dietary restrictions inhibited them from eating at the events and/or meetings.

ARTICLE 30: WORKING HOURS AND OVERTIME

A. Attendance and Punctuality

Employees are expected to report to work according to their scheduled hours. Permanent changes in an Employee's regularly scheduled hours must be approved in advance by the Executive Director. Employees are expected to advise their immediate supervisor as soon as possible on the day of any unscheduled absence, either by voicemail, text, or by email, if the employee is unable to report for work due to illness or any other reason. If their supervisor is absent or if they are unable to hear back from their supervisor, they must notify the Executive Director regarding any unscheduled absences. All other absences from work must be approved in advance by the employee's direct supervisor (or Executive Director, if their supervisor is unavailable). The absence of any employee which is not reported or prearranged will be deducted from accrued paid time off.

B. Breaks

SARSSM highly recommends the practice of taking breaks for self-care and that every employee take a 15-minute break each morning and afternoon, in addition, to the opportunity to take a 30-minute lunch break whenever the employee is working six or more consecutive hours at one time. These breaks are paid for all employees.

C. Excess Hours and Overtime (Non-exempt employees)

Due to the nature of the work, there may be circumstances when employees must work outside of their regularly scheduled hours to respond to the needs of our clients. Employees should work with their direct supervisor to request overtime hours or to adjust their schedules to stay within their regularly scheduled hours per work week under the guidelines below:

Non-exempt employees will be compensated for excess hours worked at their hourly rate over their regular schedule, up to and including forty (40) hours per week. Overtime hours, over forty (40) hours per week, will be compensated at one- and one-half (1.5) times an employee's hourly rate or if applicable, at an employee's regular rate of pay as defined by the Fair Labor Standards Act and Maine's Wage Payment statute. Benefit time (sick, vacation, bereavement, holiday, storm days, or other closures/paid leave) and on-call hours not spent responding to a call are not considered "hours worked" for the purposes of this article.

ARTICLE 31: HELPLINE

Advocacy is the core function and service provided by SARSSM regardless of the department. All who work and volunteer with SARSSM are Advocates. SARSSM reinforces that there is no *wrong door* for survivors and people impacted by sexual violence to receive our services. Under this policy, a person who contacts a SARSSM Advocate must either receive services from that person, or with the person's permission, get a "warm hand-off" to the appropriate service provider which may include a direct connection, introduction to responsible staff at the referral agency and follow-through to ensure the needs of the person seeking care were met.

Monthly shifts: Whenever possible, SARSSM staff will not be assigned to work more than six (6), eight (8)-hour helpline shifts per month, inclusive of one (1) weekend shift per month.

When assigning helpline shifts to bargaining unit members, management will make all reasonable efforts to assign shifts equitably to ensure that staff members are generally averaging the same number of shifts each month, and that no one staff member will be regularly assigned to work more shifts than their coworkers.

Helpline schedules will be posted as far in advance as practicable for bargaining unit members. If a bargaining unit member is assigned to work a helpline shift on day or evening when they cannot provide coverage, they will provide their supervisor as soon as practicable.

Flex time: staff accrue flex time at a one-to-one (1:1) ratio whenever they switch to their base rate of pay while on call for helpline.

Compensation: When a staff member is working during their regularly scheduled workweek, and are also on call on the helpline, they will be compensated at their base rate of pay. When a staff member is on call for helpline, but is otherwise not working, they will be compensated at an hourly differential of three dollars (\$3.00).

When a call comes in, or when a staff member needs to interact with a community member or provider, help coordinate services provided, debrief a call with a volunteer or other staff member, or do an accompaniment, they will be compensated at their base rate of pay until they finish providing or coordinating services, at which point they will return to being compensated at the hourly differential rate.

Holiday Coverage: Full-time hourly and salary non-exempt staff covering daytime holiday helpline shifts will be paid their normal hourly rate for the 8 regular holiday hours worked, in

addition to flexing 8 hours for the holiday day that was covered. This flextime is paid at their regular hourly wage.

How this works: Employee A is scheduled for a holiday. The employee will receive eight (8) hours of regular pay for that day and eight (8) hours of on-call stipend pay. Additionally, the employee will be entitled to eight (8) paid flex hours during the regular work week which will be entered in as “holiday pay.”

Pay: Helpline shift pay is paid out each pay period during which helpline shifts or hours are worked. Payments will be paid to employees via payroll direct deposit on the next scheduled pay date, as dictated by the payroll processing calendar.

Expense reimbursement: All staff and volunteers who need to travel using their personal vehicle to respond to a helpline call will be reimbursed for mileage at the rate set by DHHS, as well as reimbursement for applicable tolls and parking fees. Expense reimbursements are paid on the same schedule as employee pay periods. Expense reimbursement requests and copies of receipts should be submitted on or by the same deadline as employee timesheets to ensure that expense reimbursements are paid in full and on time.

ARTICLE 32: REMOTE WORK

Positions at Sexual Assault Response Services of Southern Maine (SARSSM) require in-person work with clients and community partners. Staff are expected to meet with clients in community locations and at SARSSM offices, and are expected to conduct education, training, and other client support and outreach at locations in the community unless alternate arrangements have been approved. As a client centered organization, it is essential that we be available to the people who utilize our services and programs.

Working remotely provides employees with an opportunity to work away from the primary office location of the Organization. SARSSM employees will work at a SARSSM office, affiliate’s office, or in the community three (3) days each week with an option of up to two (2) days remote. Brief in-person days do not constitute on-site workdays. In order for a workday to count as an in-person workday, an employee must work at least four (4) hours in a SARSSM office, or affiliates office, or community location. Unless otherwise agreed in the Remote Work Agreement, the hours and days of work will not change from the employee’s currently established schedule.

SARSSM supervisors will work with each staff person to determine their remote work hours if they wish to work remotely. Remote work does not change the conditions of employment or alter requirements to comply with all SARSSM policies and procedures. Should an employee fail to adhere to conditions of employment while working remotely, they may be disciplined in accordance with the article *Discipline, Discharge, and Just Cause*.

Restrictions from Remote Work

Should an employee be disciplined for performance issues related to remote work, the employer may choose to restrict an employee from working remotely for a period of up to three (3)

months. Remote work restrictions will be discussed during disciplinary meetings. Near the end of the employee's remote work restriction, the employee's performance and the concern leading to discipline will be reevaluated, and the employee will meet with their supervisor to discuss. At this point, the employee will be permitted to resume working remotely. Notice of this will be provided to an employee in writing, at their follow-up meeting. Union representation will not be denied at these meetings. A remote work restriction associated with a disciplinary action may not last longer than three (3) months, unless unforeseen and avoidable circumstances occur, such as an extended absence of an employee during their remote work restriction. In this case, the restriction may be extended by a period equal to the leave of absence of the employee.

However, an employee may be restricted from working remotely multiple times for the same performance concern related to remote work, should the employer issue subsequent progressive discipline for the same issue.

SARSSM retains the right in its sole discretion to designate if new job classifications are not appropriate for remote work based on the job description and responsibilities of the classification.

Remote Work will not be unreasonably denied.

Remote Work Safety

Employees are expected to take reasonable precautions to ensure the safety of their alternative work environment. Employees working remotely are protected by the Organization's workers' compensation insurance. As such, employees who are working remotely are required to immediately report any injuries that occur while working. The employee will be liable for any injuries that occur to third parties at or around the employee's remote office and surrounding areas.

Remote Work Plan

All employees who desire to work remotely will be required to sign a Remote Work Agreement with the Organization that outlines the days and work hours (as applicable) of the employee; equipment the employee will need; how the employee will communicate with the Organization; use of support staff; and other appropriate information.

ARTICLE 33: EMPLOYEE SAFETY

A. Compliance with Physical Safety Standards

SARSSM 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. Assessment of Risk

As is the current practice at the time of this collective bargaining agreement, employees shall be empowered to assess their physical health and the safety conditions of their work assignment or workplace and request accommodation or adjustment to their workplace, schedule, or assignment.

Any employee who, in good faith, holds a reasonable belief that an assignment presents an imminent danger or serious harm may inform their supervisor that they are unable to complete the assignment.

1. If an employee's direct supervisor is working and can be reached, the employee and their supervisor will work together to identify potential additional safety measures that would enable an employee to conduct their assignment. If no immediate solutions are available, the employee and their supervisor will meet at another time to identify the safety concern and ways to address the concern moving forward to ensure employee safety.

2. If an employee's direct supervisor is not working at the time, the employee shall reach out to the Executive Director using all available means.

3. If the employee's direct supervisor and the Executive Director are unreachable, and the employee determines they are unable to complete an assignment due to reasonable concerns regarding their safety, they will meet with their supervisor as soon as is reasonably possible to discuss the safety concern and ways to address the concern moving forward to ensure employee safety. The employee's supervisor will inform the Executive Director, following the conversation.

C. Workers' Compensation

All bargaining unit employees are covered by Workers' Compensation insurance.

ARTICLE 34: RIGHTS OF NURSING EMPLOYEES

In accordance with federal law and Maine State law:

1) The Employer shall not retaliate or discriminate against an Employee who exercises the rights provided in this section.

2) SARSSM shall provide an Employee who is nursing with adequate break time and flexible scheduling, including use of PTO, during workdays to express milk or reasonable time to obtain materials needed to express milk, according to the needs of the nursing Employee, for a minimum of 3 years after their child's birth. Employees will be relieved of all work-related duties during any unpaid break.

3) SARSSM shall provide a clean room or other location, other than a bathroom, where an Employee may express milk in privacy (free from intrusion from coworkers and the public). When an Employee is traveling for work, SARSSM will support the employee to determine and plan for meeting their own nursing needs out of the office.

SARSSM is committed to creating a work environment that supports lactating/nursing Employees. Some additional rights for SARSSM Employees include:

- 1) The nursing Employee will meet with their supervisor prior to parental leave to design a return-to-work plan (if desired) or upon return to work to determine appropriate scheduling to meet the needs of the nursing Employee.
- 2) Not requiring an Employee to combine their lunch break with their pumping break.
- 3) Allowing the nursing Employee to breast or chest-feed in the office in lieu of pumping breaks, if needed.

ARTICLE 35: BOARD AND EMPLOYEE PARTICIPATION AND RELATIONS

SARSSM recognizes the value and necessity of Employee participation in the agency as well as the challenging nature of the work that all Employees undertake. Employees shall, collectively with SARSSM's leadership, implement the policies and programs of SARSSM.

A. Transparency and Communication with the Board of Directors

Regular and open communication and information sharing will strengthen Employees' ability to effectively carry out SARSSM's mission. The Board of Directors appreciates hearing directly from staff about their work.

- a. Four (4) times a year, SARSSM bargaining unit members shall be invited to make a presentation to the Board, related to their work within the organization.
- b. One member of the Board from the Board Executive Committee will serve as a Labor Liaison point of communication between Employees and the Board. The Labor Liaison will help facilitate communication between bargaining unit members and the Board.

B. Communication Around Grant Requirements and Reporting

At the beginning of each fiscal year, the Executive Director and SARSSM's Finance Team will provide to relevant bargaining unit members a list of deadlines for any standing grant reports that employees may need to contribute to. Program staff recognize that there are new funding opportunities that may arise from time to time and staff will provide information to assist those requests, proposals, or reports.

The Executive Director and/or the Program Manager or the employee's supervisor will notify impacted employees of any grant changes or imminent grant deadlines, with a detailed request or directive, from the funding source, of necessary information and documentation, within a reasonable time, following notice of changes by the funder.

ARTICLE 36: DURATION

This Agreement shall be effective starting January 31, 2024, and shall remain in effect through September 30, 2025. This Agreement cannot be altered, amended, modified, or waived unless executed in writing between the parties.

FOR SARSSM:

Name: _____

Date: _____

FOR MSEA-SEIU, LOCAL 1989

Name: _____

Date: _____

APPENDIX A — GRIEVANCE FORM

Name of Employee: _____

Job Title: _____

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 SARSSM Representative _____

Signature _____ Title _____

Disposition of Grievance _____

Level One _____

Level Two _____

Copy to Executive Director

Copy to Union

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and entered into by and among the Sexual Response Services of Southern Maine (“SARSSM” or the “Employer”) and Maine Service Employees’ Association, SEIU Local 1989 (the “Union”), collectively (the “Parties”) following a joint mediation on October 12, 2023:

1. Changing or New Policies or Norms: For the duration of the parties’ first Collective Bargaining Agreement, the Union and Management agree that there may be times when management needs to create or amend a policy, standard operating procedure, or practice.

A. Any proposal will be sent to all staff and copy the union, stating the reasons for the proposal. The Union will notify SARSSM of its intent to bargain over the proposal.

B. Upon request, management will then meet with the Union within 30 days and engage in good faith negotiations on the matters raised by the Union and respond to them. By mutual agreement, this timeframe may be extended by 15 days if needed.

C. If there is no agreement on final terms, management will be able to issue the policy after thirty (30) days’ notice to the Union of the proposal. However, the Union reserves its right to challenge any such policy as violating the NLRA or contrary to the CBA.

D. Management will notify employees at least five days prior to the date the policy will be implemented to be no sooner than 30 days after the original notice to the Union.

E. The Union and Employer recognize that there may be good faith differences of opinion on what is a change in policy, SOP, or practice that would warrant notice and negotiation under this MOU and a change or articulation of a workplace norm that is new or that the employee reasonably believes is new or different (a “Workplace Change”). In that case, the employee will have the opportunity to raise the Workplace Change under this process and Management agrees to engage in the good faith negotiation process under this Section, except that the Workplace Change will go into effect immediately and employees will be expected to follow it pending the 30-day negotiation. If the Union, in good faith, raises concerns about a policy, SOP, or practice the Employer will agree to meet to bargain over the new policy or changes. The Employer agrees that upon receiving notice from the Union, it will not discipline Employees for any alleged violation of the policy, SOP, or practice that has occurred prior to or that occurs during negotiations.

F. Following agreement or unilateral implementation, Management will notify all employees of the new or amended policy, SOP, or practice by email or staff or team meeting to allow employees to obtain any necessary clarification.

G. Management will memorialize the policy and include it on the SARSSM Staff - General Info & Docs Shared Google Drive.

2. Staff must keep management informed. All staff will respond to reasonable management requests relating to their work within 2 full business days when they are at work

unless a different time frame is otherwise agreed to. A response will include the requested information, or if the information is not readily available, an estimated time frame for returning the requested information. All staff will make reasonable efforts to respond to requests for information in a timely manner.

3. Interview Coverage: Staff will notify their direct supervisor in advance of taking the planned time off. Coverage for forensic interviews will be coordinated by the Program Manager. Staff will provide their supervisor with a general work plan for their planned time off that includes work that can be delegated, delayed, or that need coverage during their time off. In cases of illness or injury where an employee must leave work, employees must, as soon as reasonably practicable, notify their direct supervisor of their absence after the need is known.

4. Notification of Denials of Requests for Interviews or Accompaniments.

Interviews: Staff must provide notice to their Program Manager if they are unable to meet a request to conduct a forensic interview, provide advocacy services if responsible for doing so, or if an interview must be cancelled. The notice will be given in as much advanced time as practicable to allow for adequate coverage to be arranged by the Program Manager. If the Program Manager is absent or unavailable, they will notify the Executive Director.

Accompaniments: If Helpline staff are unable to perform an accompaniment, they will follow protocol to notify and request Emergency Backup or Staff Backup. Within the employee's next working day, they will notify the Program Manager if no SARSSM representative was able to attend that accompaniment. If the Program Manager is absent or unavailable, they will notify the Executive Director.

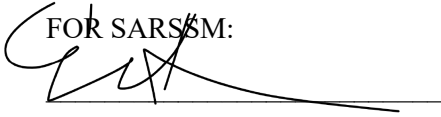
5. Notification and Discussion of Unfair Labor Practice Charges. The parties agree to notify and negotiate in good faith any issues that would form the basis for unfair labor practice (ULP) charges before filing. The parties agree that within 30 days of receiving such notification they will meet to negotiate.

6. Communications with MECASA. To best support survivors and work to end sexual violence, SARSSM staff are encouraged to utilize all of MECASA's resources, including the MECASA toolkit and MECASA staff members. One of MECASA's most important roles is to provide resources to help sexual assault support centers and their partners in the critical work they do every day in Maine. This is achieved through training and professional development, resource development and sharing, and by providing one-to-one support and advice. SARSSM will ensure that staff members are aware of these resources and will encourage MECASA to share relevant information with SARSSM staff.

When staff members have concerns internal to SARSSM, they will utilize the numerous resources available to them within SARSSM, including raising issues or complaints with their Program Manager or, if their Program Manager is unavailable, the Executive Director. Staff may also contact the Labor Liaison of SARSSM's Board of Directors, file a grievance if applicable, or address a concern through one of the paths agreed upon in this MOU. Staff will not reach out to MECASA directly for this purpose.

7. **Duration.** This Agreement shall remain in effect through the duration of the first Collective Bargaining Agreement between SARSSM and the Union.

FOR SARSSM:



Name: erin k flood-Executive Director

Date: 02.02.2024

FOR MSEA-SEIU, LOCAL 1989

Frankie St. Amand

Name: Frankie St. Amand

Date: 2/2/2024