

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEXUAL ASSAULT SUPPORT SERVICES OF MIDCOAST MAINE

AND

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

DURATION: MAY 31, 2023 – SEPTEMBER 30, 2025

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ARTICLE 1 – RECOGNITION AND DEFINITION OF THE UNIT

Sexual Assault Support Services of Midcoast Maine (SASSMM; Employer) recognizes the SASSMM 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. At the request of either party, the parties will meet to bargain the appropriate wage rate for the new classification.

Classifications included in bargaining unit:

Coordinator
Advocate
Forensic Interviewer

ARTICLE 2 – UNION MEMBERSHIP

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

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

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

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

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

ARTICLE 3 – EMPLOYER PREROGATIVES

(SASSMM is committed to its mission, while ensuring the long-term viability and sustainability of the organization. SASSMM 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 SASSMM’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; 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; ensure orderly and effective operations and effective work 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. SASSMM 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 4 – MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours and working conditions not covered by this Agreement, SASSMM 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 SASSMM of their intent to enter into negotiations.

ARTICLE 5 – 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 6 – 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 7 – 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 8 – 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 9 – JOB DESCRIPTIONS

SASSMM agrees to maintain current job descriptions for all bargaining unit jobs. Staff members will have opportunities to give feedback and make suggested changes to job descriptions on an as-needed basis in cooperation with their Executive Director. Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions will be accessible to all Employees. 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 10 – 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 11 – VACANCIES AND JOB POSTINGS

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 SASSMM staff for a minimum of five (5) working days prior to filling the position. SASSMM 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 SASSMM determines that a vacant position caused by an Employee's severance needs to be filled.

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

ARTICLE 12 – 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, SASSMM may terminate the employee's employment at will.

ARTICLE 13 – 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 14 – LAYOFF AND RECALL

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

Notice. While SASSMM will attempt to avoid layoffs, in the event that the Employer determines layoffs are necessary, SASSMM will give the Union and individuals within the affected job classification as much notice as possible but in no case less than sixty (60) calendar days written notice absent unforeseeable circumstances outside of SASSMM'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 sixty (60) 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 sixty (60) 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 SASSMM,
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 SASSMM and will be considered to have voluntarily quit.

ARTICLE 15 – EVALUATIONS

SASSMM Employees will receive job evaluations on an ongoing basis. One (1) time per year, Employees will receive performance reviews from their program coordinators which will include

self-evaluations of the employee's own performance. Coordinators will share these evaluations with their direct supervisor for final review before presenting to the employee being reviewed.

Coordinators will receive performance evaluations from their direct supervisor and 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 SASSMM 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 SASSMM 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 SASSMM 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 SASSMM. Employees may provide feedback to the Executive Director, to the Board of Directors, or via an anonymous online form to be maintained by SASSMM. The Board of Directors will consider and may include union members' feedback when it conducts its annual review of the Executive Director.

ARTICLE 16 – 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 SASSMM such as applications, performance evaluations, disciplinary actions, related correspondence, and other pertinent information.

Before placing any documentation that is evaluative or disciplinary on an Employee into a bargaining unit Employee's personnel file, the bargaining unit Employee shall be informed of or given a copy of the documentation. Bargaining unit Employees may submit a timely rebuttal, which shall be placed in the personnel file with the corrective action. The Employer will make an Employee's personnel file available for the Employee's review and copying within ten (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 seven (7) business days prior to any meeting where such information is relevant.

ARTICLE 17 – DISCIPLINE, DISCHARGE, AND JUST CAUSE

A. Just Cause.

No employee who has completed the initial trial service 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 time-frame 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 18 – 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 (10) 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 or Associate 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 or Associate 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 Executive Committee of the Board of Directors (President, Vice President, Treasurer, and Secretary) within fifteen (15) business days. The Executive Committee 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 19 – BULLYING AND NON-DISCRIMINATION

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. SASSMM 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 SASSMM Employees.

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. For the purposes of this article, bullying is defined as repeated inappropriate behavior, either direct or indirect, 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. Examples of bullying could include: slandering, ridiculing or maligning a person or their family; persistent name calling which is hurtful, insulting or humiliating; using a

person as a butt of jokes; abusive and offensive remarks. 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.

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. SASSMM shall take into account the needs of the individual or individuals who experienced discrimination, intimidation, harassment, or bullying as they consider their response.

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 or any Union staff member and will not be required to speak directly to the harasser or bully. The Executive Director 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 SASSMM. 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.

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 20 – EQUITY, INCLUSION, AND DIVERSITY

SASSMM 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. SASSMM 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 SASSMM'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 non-membership or membership 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 SASSMM 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, SASSMM 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 21 – SEXUAL HARASSMENT

It is the policy of SASSMM 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). SASSMM 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;
- Repeated 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;

- Repeatedly 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;
- Repeatedly 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 gender identity or sexual orientation;
- Invasive or repeated 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 SASSMM.

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 SASSMM.

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.

ARTICLE 22 – HEALTH INSURANCE

SASSMM provides a group health insurance plan for individual employees. This insurance is paid by SASSMM for all regular employees at their Employee Proration Percentage rate. The difference between an employee's full premium cost and the amount paid by SASSMM will be at the expense of the employee. SASSMM shall maintain the current or equivalent health coverage for employees, unless doing so would cause premium costs to increase by 3% or more over the previous plan year. If current or equivalent coverage would cause premium costs to increase 3% or more, SASSMM may negotiate with the Union regarding alternative coverage and the allocation of premium costs between SASSMM and the unit employees. 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.

Additional family members may participate in the group health plan at the full expense of the employee. One half of the employee's expense for the subsequent month's premium due to SASSMM, will be deducted on an after-tax basis from their paychecks covering the pay periods ending on the 15th and last day of the month. Employees are offered the option of not participating in the group health plan. If that option is chosen, the Employee Proration Percentage will be applied to 50% of the monthly premium of SASSMM's existing plan and that amount will be paid to the eligible employee. All applicable taxes will be withheld and a check will be issued to SASSMM employees monthly.

Employees who choose to participate in the group health plan or to opt out of the plan and receive their Employee Proration Ratio of 50% of the monthly premium are eligible to receive the premium after 30 days of employment with SASSMM, and per the plan's policy, at the start of the next month. For example, staff hired in mid-May would begin receiving health insurance benefits as of July 1st. Payments for those receiving the waiver would receive that July payment in August.

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 a 30-day notice to the Executive Director. If allowed, that option will be changed at the end of 30 days or as soon as the plan allows, whichever is sooner. If health insurance premiums increase beyond SASSMM's ability to cover the costs identified in this policy, employees will be given a 60-day notice regarding the changes to this policy.

Employees leaving SASSMM who receive the health waiver instead of health coverage through the agency, will receive a health waiver proration amount to be reimbursed for their final month of employment.

An employee who is covered by the SASSMM group health insurance plan may maintain that coverage under COBRA 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. In either case, the employee must elect such continuation coverage within 31 calendar days of the layoff and will be required to pay 102% of the premium cost (100% of premium cost plus 2% administrative fee) two weeks prior to when agency payment is due to our group health plan. This benefit will be limited to twelve months from the last day of work. Coverage provided may be terminated sooner if the member or employee fails to make timely payment of a required premium amount; the member or employee becomes eligible for coverage under another group policy; or the Workers' Compensation Board determines that the injury or disease that entitles the employee to continue coverage is not compensable under Title 39-A.

ARTICLE 23 – PAID AND UNPAID LEAVES OF ABSENCE

A. Holidays

All Regular Employees will be paid for the following holidays:

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

All Regular Employees are entitled to paid Holiday time based on their employee proration percentage rate. Full-time Employees who work forty (40) hours a week are allotted one hundred and four (104) hours annually, which is prorated for part-time Employees. For example: An employee regularly scheduled to work thirty (30) hours per week is allotted seventy-eight (78) hours of holiday time annually.

If an employee is on-call during one of the holidays listed above, they are entitled to take another day in lieu of the holiday. The date of the alternative day off must be approved by the Executive Director. 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.

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 the Executive Director.

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 with the permission of the Executive Director. Requests to observe listed and substituted holidays shall not be unreasonably denied.

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 non-exempt employees want to work at home or other locations on a day SASSMM is closed due to it being a holiday, they must receive approval from the Executive Director.

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, SASSMM 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 and Employees begin accruing sick time during the first pay period of their employment. Paid sick time may be used as soon as it is accrued.

Use of sick leave includes time taken for illness, medical appointments, mental health, or self-care purposes as allowed under the Maine Paid Earned Leave Act.

Full-time Employees who work 40 hours a week earn ninety-six (96) hours of sick time annually. This is prorated for Employees who work less than forty (40) hours a week in accordance with the number of hours an Employee is regularly scheduled to work each week. For example, an employee regularly scheduled to work thirty (30) hours per week will earn seventy-two (72) hours of sick time annually.

Sick leave will accrue each pay period, at a pro-rated 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 pro-rated based upon scheduled work hours within the pay period including such change.

In the case of a planned absence due to surgery or other planned events, employees must submit Sick Leave requests four weeks in advance to their supervisor, in writing. When possible, Sick Leave requests are granted for the requested number of days/weeks away, but may be adjusted, taking into consideration business and client services impact. Requests will not be unreasonably denied. If a four-week notice cannot be provided, the request's approval is at the discretion of the Executive Director.

- (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) **Paid time, if Sick Leave not yet Accrued:** Employees may need to take time off for sickness or injury, before they have accrued that time. Employees may take 3 regular works days (maximum) for medical needs. Employees will not accrue time while on this type of leave.
- (c) **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 their Employee Proration Percentage of a maximum of four hundred eighty (480) hours to the following year.
- (d) **End of Agency Employment:** Accrued sick leave is dissolved at the time of employment separation. Employees are not entitled to any compensation of accrued sick leave.

C. Vacation Time

The annual vacation benefit is earned throughout the year beginning with the date of employment and is accrued based on the Employee's current Proration Percentage. This benefit period renews annually on the start of the Federal Fiscal Year, October 1st.

Vacation Leave is earned and accrued by employees through their separation date, at a pro-rated 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 pro-rated based upon scheduled work hours within the pay period including such change.

Employees not employed for a full year or who have a change in their regularly scheduled hours will receive prorated hours based on this policy. Any pro-rations within a pay period, will be performed using the number of work hours.

(a) Annual vacation hours allotted per years of service: All Regular Employees are allotted their Employee Proration Percentage of the vacation hours applicable to their years of service annually. Employees shall receive the following vacation time annually, according to their proration percentage:

Annual vacation hours			
Scheduled weekly hours	Less than 5 years' service	Between 5 and 10 years' service	More than 10 years' service
20	80	100	120
30	120	150	180
40	160	200	240

When an employee accrues increased hours of leave based on their duration with the Agency, that accrual will be effective at the beginning of the pay period following that employee's anniversary date of hire.

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: For use of forty (40) or more consecutive hours of earned vacation time, Employees must request two weeks prior approval for vacation in writing to the Executive Director and their direct supervisor. Requests to use earned vacation time will not be unreasonably denied. Exceptions may be made at the discretion of the Executive Director.

(c) Vacation Carryover: Employees may carry over a maximum of their Employee Proration Percentage of eighty (80) hours. This will be assessed annually at the start of the new federal fiscal year. Employees working less than twenty (20) hours/week cannot carryover their accrued time at the end of the Federal fiscal year.

(d) Upon Separation: All Employees will be paid their full vacation hours upon separation.

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 three (3) days per occurrence. Employees may also take an additional week off, if needed, for each instance of bereavement. When available, Employees may use their accrued sick or vacation time. Should an Employee have no sick or vacation hours accrued, this additional week of bereavement leave will be unpaid. 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.

Additional days of leave may be taken using accrued vacation, or leave without pay, with permission of the Executive Director or the Board of Directors. Requests for additional days will not be unreasonably denied. An employee may split their bereavement leave in order to take time off at the time of death and to use a portion later when the service or memorial is not held within five (5) days of the time of death.

E. Jury Duty

SASSMM 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 SASSMM.

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

SASSMM 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.

F. Military Leave

Sexual Assault Support Services of Midcoast Maine 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 SASSMM 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 SASSMM 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 SASSMM 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 SASSMM. 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) calendar days or less must be reinstated to their former position at SASSMM. An employee who is on active duty for ninety-one (91) calendar 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 SASSMM or apply for re-employment providing the employee meets all conditions of employment. For service from one (1) to thirty (30) calendar days, the employee must take such action by the beginning of the first regularly scheduled work day 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) calendar days, the employee must take such action no later than 14 calendar days after completion of military service. For service greater than one hundred eighty (180) calendar days, the employee must take such action no later than ninety (90) calendar days after completion of military service.

A SASSMM 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.

G. Victims of Violence

In accordance with Maine Law, an employee may be entitled to leave if the employee or the employee's family member has been a victim of violence, assault, sexual assault or stalking.

That leave may be to:

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

Sexual Assault Support Services of Midcoast Maine need not allow leave for this purpose if:

- The Agency would sustain undue hardship from the employee's absence;
- The request for leave has not been communicated to the Agency within a reasonable time under the circumstances; or
- The leave is impractical, unreasonable or unnecessary based on facts known to the Agency.

An eligible employee must use accrued sick or vacation time in conjunction with leave under this policy. If an employee has exhausted all applicable accrued sick or vacation time, a leave of absence under this policy will be unpaid.

H. Leave of Absence

A Leave of Absence is voluntary leave without pay.

A Leave of Absence may be granted, without pay, for a period not to exceed three (3) months, at the discretion of the Executive Director (or Board Chair/designee in the case of the Executive Director). Requests for Leave of Absence must be made in writing to be considered for approval.

Employee benefits, including health insurance, short- and long-term disability insurance premiums, etc., are the responsibility of the employee if on a Leave of Absence. Vacation and sick leave benefits are not accrued or paid during any Leave of Absence. Accrued vacation and sick balances may remain in place until the employee returns to work.

A Leave of Absence is not job-protected leave. The Executive Director has discretion to fill the vacancy resulting from an employee's leave of absence.

I. 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 twenty-four (24) weeks of long-term disability leave, taken continuously. Guidelines for qualifying events are determined by the carrier and an employee's physician.

SASSMM 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. The SASSMM employee handbook provides the summary of the insurance carrier benefits.

J. Family Medical Leave

The Family and Medical Leave Act ("FMLA") is described in Chapter 28 of the United States Code, Title 29. It requires covered employers (businesses with >50 employees) to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for one of four qualifying reasons. The State of Maine has codified its own Family Medical Leave ("FML") policy in the Maine Revised Statutes, Title 26, Chapter 7, Subchapter 6-A. State law broadly defines "covered employer" so as to expand leave benefits to more Maine employees than whom would otherwise be entitled to leave under FMLA.

The following definitions are pertinent to this section:

1. Covered employer (26 M.R.S. § 843(3)) – the term “covered employer” includes any organization that employs fifteen (15) or more employees at one location in the State of Maine. *SASSMM is not currently a covered employer under Maine state law and is therefore not required to provide Family Medical Leave. If and when SASSMM meets the definition of a “covered employer,” as described in the above-referenced statute, it will provide FML benefits in accordance with state law.*
2. Eligible employee (26 M.R.S. § 844(1)) – in order to be entitled to FML, an employee must be employed by SASSMM for twelve (12) consecutive months.
3. Qualifying reasons for requesting FML (26 M.R.S. § 844(4))
 - (a) Serious health condition of the employee;
 - (b) The birth of the employee's child or the employee's domestic partner's child;
 - (c) The placement of a child sixteen (16) years of age or less with the employee or with the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner;
 - (d) A child, domestic partner's child, parent, domestic partner, sibling or spouse with a serious health condition;
 - (e) The donation of an organ of that employee for a human organ transplant; or
 - (f) The death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent, sibling or child as a member of the state military forces, as defined in Title 37-B, section 102, or the United States Armed Forces, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.

Family medical leave shall be granted to eligible employees under this section, subject to the following conditions:

1. The employee must give at least thirty (30) days' notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving that notice
2. The employer may require certification from a physician to verify the amount of leave requested by the employee,
3. The employer and employee may negotiate for more or less leave, but both parties must agree.

Under 26 M.R.S. § 844(1), eligible employees are entitled to up to ten (10) work weeks of family medical leave in any two (2) years. This leave may be taken in one continuous term, or used intermittently, subject to prior approval from the Executive Director.

Family medical leave is unpaid leave. However, SASSMM provides other benefits which may be used to replace lost wages while on leave, as follows:

1. Employees may use accrued vacation or sick leave benefits to replace lost wages while on leave.
2. If an employee uses FML for a reason described in items 3(b) or 3(c) above (birth or adoption of a child), they may qualify for Paid Parental Leave. See next section.
3. SASSMM 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. An employee requesting leave under FML may qualify for partial wage replacement under SASSMM's Short-Term or Long-Term Disability policies. See the Short-Term and Long-Term Disability Leave policy in this manual for additional details.

SASSMM will maintain an employee's health insurance coverage during a family medical leave on the same terms as if they had continued to work. However, the employee will not accrue vacation or sick time benefits while on leave.

K. Paid Parental Leave

Eligible employees will receive paid parental leave in connection with the birth or adoption of the employee's child or placement, in accordance with this policy. A leave of absence taken under this policy is job-protected leave.

All Regular Employees who have been employed by SASSMM for twelve (12) consecutive months are eligible for benefits under this policy.

SASSMM will provide ten (10) weeks of paid parental leave to full time employees. Part-time employees are allotted paid parental leave subject to the application of their Employee Prorated Percentage, in the same manner in which it is applied to all other benefits.

This leave can be taken at any time within the first twelve (12) months following the birth, adoption, or placement of the child, provided that any leave that is not taken continuously must be approved in advance by the Executive Director.

Employees must provide at least thirty (30) days' notice of the need for leave, unless prevented by medical emergency. To qualify for a paid parental leave of absence, documentation of birth or adoption must be submitted to the Executive Director (or Board Chair/designee in the case of or absence of the Executive Director). This documentation will be kept in confidential files, separate from employee personnel files.

Use of paid parental leave is subject to the following limitations:

1. Paid parental leave cannot be used in conjunction with Short-Term Disability Leave for the same qualifying event (birth of the employee's child);
2. To the extent the employee is eligible for leave under both this policy and Maine Family Medical Leave for the same qualifying event, such leaves run concurrently;

3. Eligible employees may use only one paid parental leave of absence in a two (2) year period; and

4. Employees will not accrue sick or vacation leave when taking paid parental leave in accordance with this policy.

During a paid parental leave of absence, SASSMM will continue the employee's participation in the organization's group benefit plans, and will continue to make its usual premium contributions.

ARTICLE 24 – EDUCATION, PROFESSIONAL DEVELOPMENT, AND TRAVEL

SASSMM 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 SASSMM is able to provide the best services to its clients. Furthermore, Employees are required to complete a minimum of twelve (12) hours of professional development training per year. Numerous training opportunities are free and accessible online to meet this professional development requirement.

SASSMM is also committed to maintaining an annual budget of \$150 per Employee, or more, if funding is available, for professional development. SASSMM may provide less funding per staff member should the agency not have sufficient funding in an annual budget due to circumstances outside of SASSMM's control. The agency will also commit to providing a \$4,000 pool for CAC program staff, or more, if funding is available. CAC funds will be equitably allocated to CAC prioritized trainings in line with CAC program needs and the accreditation of the Midcoast Children's Advocacy Center.

All Employees are entitled to professional development funds. 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.

SASSMM 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. Decisions on requests and reimbursement for attendance at external workshops, conferences, and seminars will be made based on SASSMM'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.

Employees are responsible for documenting attendance at education sessions. All staff must submit documentation of the trainings they attended in a training list organized by training date, training title, and training hours completed. This form must be submitted to the Associate Director or Executive Director at the end of each fiscal year (September 30).

Mandatory Training. SASSMM 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 one month of that date. In the event that a staff member cannot be at a mandatory training, notification to the Executive Director is required prior to the training.

Travel Expenses. 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. Monthly expense forms will be submitted by the first day of the next month (e.g. May expense form submitted by June 1st) with supporting documentation and approved by the Executive Director. The Board Chair or Board Treasurer must approve the Executive Director's expense sheets. Payments will be paid to employees via payroll direct deposit on the next scheduled pay date, as dictated by the payroll processing calendar. All expense sheets and receipts will be kept on file electronically in the Agency's shared cloud storage.

Employees will be reimbursed for the use of their own vehicles in the performance of approved SASSMM business. The reimbursement rate will be determined annually by the Board of Directors and will follow grant requirements. Reimbursement shall be for miles traveled only on SASSMM business. The starting and ending point of the travel shall be the SASSMM office or the employee's home, whichever is closer to the travel destination.

ARTICLE 25 – WAGES AND COST OF LIVING ADJUSTMENT

A. Wages

Employees will receive an annual Cost of Living Adjustment (COLA) salary increase of 4% for fiscal year 2023 beginning on October 1, 2022, with the exception of Advocates who will receive a salary increase to \$19 per hour for fiscal year 2023. Beginning on October 1, 2023, all bargaining unit members will receive an annual COLA adjustment of 3% over the previous year, for fiscal year 2024, and 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.

Annual COLA raises are reflected in the chart below.

Classification	Starting Wage Rate (hourly)	Starting Wage Rate (annual)
FY 2023: October 1, 2022 – September 31, 2023 (4% COLA)		
Coordinator	\$22.74	\$47,299.20
Forensic Interviewer	\$20.80	\$43,264.00
Advocate	\$19.00	\$39,520.00
FY 2024: October 1, 2023 – September 31, 2024 (3% COLA)		
Coordinator	\$23.43	\$48,734.40
Forensic Interviewer	\$21.42	\$44,553.60
Advocate	\$19.57	\$40,705.60
FY 2025: October 1, 2024 – September 31, 2025 (3% COLA)		
Coordinator	\$24.13	\$50,190.40
Forensic Interviewer	\$22.07	\$45,905.60
Advocate	\$20.16	\$41,932.80

B. Workforce Funding Initiative and Reopener

To the extent that Workforce Funding Initiative now pending 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 SASSMM that would permit SASSMM to increase wages, SASSMM will notify the MSEA SEIU within 10 (ten) business days. The Union and SASSMM will agree to meet and confer at mutually agreeable times to negotiate the effects to bargaining unit members’ wages or other benefits.

C. Employee Stipend Payments

Employees receive a stipend payment of \$3/hour for the hours they work “on-call” as Staff Back-Up (SBU) on the Statewide 24 hour Helpline. Hours are recorded on the Employee’s Monthly Staff Request to Pay forms and their dates of coverage are verified with the SBU calendar for that month. Payments will be paid to employees via payroll direct deposit on the next scheduled pay date, as dictated by the payroll processing calendar.

D. Retroactive Cost of Living Adjustment (COLA)

Upon ratification of this CBA, all bargaining unit members will receive a one-time, retroactive COLA payment for the period dating from October 1, 2022 to the date of contract ratification.

E. Pay Periods

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

ARTICLE 26 – 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 the Executive Director and 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. All other absences from work must be approved in advance by the Executive Director. The absence of any employee which is not reported or prearranged will be deducted from accrued paid time off.

B. Breaks

Exempt employees are not required to take rest breaks by law. However, SASSMM 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 a 30-minute lunch break after working six consecutive hours. 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 extra time to respond to the needs of our clients. Employees should work with the Executive Director to adjust their schedules to stay within their regularly scheduled hours per work week. When this option is not possible, please follow 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 40 hours per week. Overtime hours, over 40 hours per week, will be compensated at one- and one-half times an employee's hourly rate or if applicable, at an employee's regular rate of pay as defined by Maine statute. Benefit time (sick, vacation, bereavement, holiday, storm days, or other closures/paid leave) is not considered "hours worked" for the purposes of calculating overtime.

ARTICLE 27 – REMOTE WORK

Positions at SASSMM require in-person work with clients and community partners. Staff are expected to meet with clients in community locations and at SASSMM offices, and are expected

to conduct education, training, and other client support and outreach at locations in the community unless remote services are requested by clients or community members, or if safety concerns arise. Plans to meet client and community needs will be identified during team meetings and in individual Employee's work plans. An Employee's work plan supports in person and remote work depending on the needs of their program, clients, and community. The Executive Director is ultimately responsible for reviewing and approving all work plans.

The needs of each SASSMM program will inform an Employee's work location, on a day to day and week to week basis. The primary mission of SASSMM Employees is to meet in person with clients in locations in the community; therefore, remote work is not guaranteed. Employees are expected to work in the community (such as a hospital, school, or correctional facility) up to 5 days per week, as determined by client and program needs. When not working in the community, SASSMM employees are allowed to work 2 days remotely each week, with the approval of the Executive Director. Employees who do not have work obligations in the community during the remainder of the week are expected to work in an approved SASSMM office location. Employees' work locations must be reflected in their shared work calendars and employees must be consistent about updating their shared calendars to reflect where they are working. Employees' requests to work remotely will be automatically approved if they are attending 3+ hours of Zoom meetings, webinars, and/or trainings during a day. Proposals to work remotely will not be unreasonably denied. As is the policy within SASSMM office locations, any work conducted *outside* of an office space must ensure the confidentiality of the people we support, including the protection of client's personal identifying information.

To support Employees, SASSMM will purchase and maintain laptops and cellphones for all staff members. SASSMM will replace or repair laptops and cellphones within a period of thirty (30) days as needed. The Executive Director or Associate Director will support employees with a temporary plan until materials are repaired/replaced.

ARTICLE 28 – EMPLOYEE SAFETY

A. Compliance with Safety Standards

SASSMM 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 personal health and the safety conditions of their work assignment or workplace and adjust their work schedule or assignment as needed. Any employee who, in good faith, believes an assignment presents an imminent danger or serious harm may inform their supervisor that they will not be able to complete the assignment.

C. Workers' Compensation

All employees are covered by Workers' Compensation insurance.

D. Employee Support

The Employer will continue its practice of providing individualized support and short-term and long-term disability benefits for employees. SASSMM offers all eligible employees monthly group consultations with a clinician. SASSMM will cover the full cost of these group consultations for all bargaining unit members.

ARTICLE 29 – 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) SASSMM shall provide an Employee who is nursing with adequate break time and flexible scheduling, including use of PTO, during work days to express milk or reasonable time to obtain materials needed to express milk, according to the needs of the nursing Employee, for up to 3 years after their child's birth;
- 3) SASSMM 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, SASSMM will support the employee to determine and plan for meeting their own nursing needs out of the office.

SASSMM is committed to creating a work environment that supports lactating/nursing Employees. Some additional rights for SASSMM 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 30 – BOARD AND EMPLOYEE PARTICIPATION AND RELATIONS

SASSMM 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 SASSMM’s leadership, implement the policies and programs of SASSMM.

A. Transparency and Communication with the Board of Directors

Regular and open communication and information sharing will strengthen Employees’ ability to effectively carry out SASSMM’s mission. The Board of Directors appreciates hearing directly from staff about their work. Four times a year, a rotation of SASSMM Staff will present to the Board on their current programming, highlighting their program’s successes, challenges, and areas for development.

One member of the Board from the Board Executive Committee will serve as a Labor Liaison point of communication between Employees and the Board. Staff may communicate directly with the Labor Liaison on matters concerning SASSMM.

B. Training Requirements for Board of Directors Members

In order to better understand the work SASSMM advocates do, SASSMM’s Board of Directors will be invited to participate in SASSMM’s 47+ hour Advocate Training (AT) upon confirmation of Board member status. Current Board members who have not undergone AT will also be invited to participate in this training and all Board members will be given access to the Google Classroom links to review the materials as they are able. SASSMM’s AT Facilitator will connect with Board members on any and all questions they have about the training materials, including offering a group discussion session, if requested.

C. Hiring

Consistent with the existing hiring process, the Executive Director or Manager who is leading the hiring process shall include on the hiring committee, any relevant programming staff with whom the new hire will work.

When hiring the Executive Director, the SASSMM Board will include the Associate Director and a representative number of program staff and coordinators to participate in final round interviews with candidates. Staff input from these interviews will be shared with and inform the decision of the Board. The selection of the Executive Director will be made at the discretion of the SASSMM Board.

D. Communication Around Grant Requirements and Reporting

At the beginning of each fiscal year, the Executive Director and SASSMM’s Finance Team will provide a list of deadlines for any grant reports that Coordinators need to contribute to or manage staff contributions through workplan inclusion, implementation and activity tracking. The Executive Director will notify any Coordinators and/or impacted employees of any grant changes

or imminent grant deadlines, with a detailed request of necessary information and documentation what's needed, as soon as possible, following notice of changes by the funder.

ARTICLE 31 – DURATION

This Agreement shall be effective starting 5/22/2023, 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.

APPENDIX A – GRIEVANCE FORM

Name of Employee: _____

Job Title: _____

Program: _____

Executive or Associate 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 SASSMM Representative _____

Signature _____ Title _____

Disposition of Grievance _____

Level One _____

Level Two _____

Copy to Executive Director

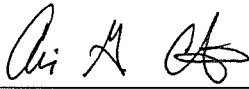
Copy to Union

MEMORANDUM OF AGREEMENT – GRANDFATHER CLAUSE

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

Frankie St. Amand 5/31/2023

For MSEA-SEIU Date

 6.6.2023

For SASSMM Date