



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MAINE STATE EMPLOYEES ASSOCIATION,

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1989

AND

THE MAINE PEOPLE'S ALLIANCE

January 1, 2017 through December 31, 2019

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PREAMBLE

The Maine People's Alliance and the Maine People's Resource Center (hereinafter referred to as "MPA" or "employer") and the Maine State Employees Association, Service Employees International Union, Local 1989 (hereinafter referred to as "MSEA-SEIU") hereby enter into the following binding collective bargaining agreement, effective this 1st day of January, 2017.

ARTICLE 1

UNION RECOGNITION

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

The Bargaining Unit is comprised of all personnel employed or to be employed by the MPA and the Maine Peoples Resource Center (MPRC) excepting those personnel in the positions of Executive Director, Associate Director, Organizing Director, Political Director, Member Programs Director, Phone Canvass Manager, Statewide Canvass Director, Field Canvass Director, and employees working for hosted projects, such as Maine Voices and The Visible Community.

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

ARTICLE 2

ACCESS TO EMPLOYEES

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

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

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

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

ARTICLE 3

COMPENSATION

Under no circumstances will the compensation for a full-time position covered by this agreement be less than \$30,000 per annum.

MPA will provide annual raises to each employee at the end of each year of employment consisting of:

- 1) A Cost-of-Living Adjustment (COLA) increase based on the Consumer Price Index (CPI).
- 2) A salary increases based on longevity.

Current Salary Range	Longevity Increase
<\$40,000	6%
\$40 - \$49,999	4%
\$50 - \$59,999	2%
>\$60,000 +	\$1,000

The total amount of annual COLA increases and increases based on longevity for each employee shall not be less than \$1,000.

MPA offers merit increases for exceptional performance over and above the standard longevity and COLA raises. Merit increases are available based on the Executive Director's recommendation, and will be brought before the MPA Board's Personnel Committee which will consider the raise, taking into account further factors such as the overall budget and cash flow, and in turn shall make a recommendation to the full MPA Board.

None of the above shall preclude bonuses.

ARTICLE 4

COMPENSATORY TIME

Due to the nature of organizing work, overtime-exempt employees will occasionally work more than forty hours per week. For each hour worked over forty hours per week, an overtime-exempt employee will accrue one (1) hour of compensatory time off and must arrange taking this

time off with their supervisor. Except under extraordinary circumstances, requests to use compensatory time will not be denied.

No employee may accrue more than forty (40) hours of accumulated compensatory time without the approval of the Executive Director. When an employee believes that their compensatory time may in the future exceed forty (40) hours, they may submit to their supervisor a plan outlining a) why their balance may exceed the forty (40) hour cap, b) how much time they estimate will accumulate, and c) a plan for when they will be able to use their accumulated time. Unless the supervisor provides the employee with reasonable reasons for rejecting or modifying the plan within seven (7) days, the plan will be considered approved and the forty (40) hour cap shall be adjusted. Compensatory time should be taken within six months of the overtime incurred, usually as normal periods of rest and relaxation rather than extended vacation time. All efforts will be given to grant compensatory time off requests.

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

ARTICLE 5

COMPLAINTS AND INVESTIGATIONS

1. A department head or his / her designee shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated. The investigator shall be allowed to interview the complainant, examine any relevant documentary material and interview any non-bargaining unit person prior to notifying the employee.

2. Investigative interview: Investigative interviews of subject employees shall be conducted at a reasonable time and, when practicable, on the MPA's premises when the employee is on

duty. A union representative may participate in the interview. The employee shall have the right to request a bargaining unit employee's presence during the interview. The union shall be notified of any investigative interview of an employee where it is anticipated that discipline might result to that employee.

3. The interview shall be limited to questions that relate to the allegation(s) and the employee's fitness for duty in his assignment. Confidentiality of the interview shall be maintained, except to the extent information developed at the interview is needed to disseminate during further investigation. An interview of an employee is not required in order to impose discipline where just cause exists for same.

4. If after investigation the employer determines that no discipline is appropriate, the employee shall be informed in writing that a complaint was made against him or her but was unfounded. Appropriate notification shall be placed in the employee's personnel file or another agreed location documenting that the employee was investigated and exonerated on the matter.

5. Investigative Interview: When the employee under investigation is to be interviewed concerning the alleged conduct which could result in discharge, the employee and his or her representative shall be notified in writing, at least forty-eight (48) hours prior to the interview. In the event of an emergency, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the investigatory interview, including the time frame and nature of the conduct. All time spent in an investigative interview by any employee shall be considered time worked.

6. Employee Witnesses: If an employee is to be interviewed as a witness only, the employee and his or her representative shall be so informed prior to the interview. If during the course of the interview it becomes apparent that the employee witness may be subject to

discipline as a result of conduct that is the subject of the interview, the interview shall be terminated and the employee afforded the protections of this Article. This provision may be waived by consent of the employee and the union representative.

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

ARTICLE 6

DISCIPLINE

1. No employee shall be disciplined or terminated by the MPA without just cause.
2. Disciplinary action shall be limited to the following: oral reprimand, written reprimand, written warning, dismissal. The principles of progressive discipline shall be followed.
3. No employee covered by this Agreement shall be disciplined or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice.
4. Any employee receiving a discipline or dismissal will be afforded an opportunity to meet with the appointing authority or his/her representative prior to the action proposed. The employee will be entitled to have a Union representative or steward present. At that meeting the appointing authority or his/her designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.

5. Counseling an employee is not disciplinary, is not subject to the just cause provision, and will not be used for purposes of progressive discipline. Counseling refers to directing an employee's work performance to alleviate performance issues. Counseling, when documented, shall be identified as such.

ARTICLE 7

DUES DEDUCTION

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues, service fees, and premiums for current MSEA-SEIU sponsored insurance programs, and voluntary contributions to Political Action by Service Employees and Retirees ("PASER"). Deductions for other MSEA-SEIU programs may be mutually agreed to by the parties.

2. MPA agrees to deduct MSEA-SEIU membership dues, service fees, and insurance premiums, and contributions to PASER from the pay of those employees who individually request in writing that such deductions be made, or for whom deductions are made automatically pursuant to the Union Security Article. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement. The employee's written authorization for payroll deductions shall contain the employee's name, social security number and work location. Such authorization shall be transmitted by an authorized representative of MSEA-SEIU to MPA through the applicable agency payroll clerk.

3. Any change in the amounts to be deducted shall be certified to the Executive Director of MPA by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions, per payroll period, of all employees shall be submitted by wire transfer number, last name, first name, payroll date, dues/status, income protection status and work location to MSEA-SEIU as soon as practicable but no later than ten (10) workdays after such deductions are

made. File transfer shall be by the same method as described in Article 8 Employee Data or Employee Information

4. MSEA-SEIU shall indemnify and hold MPA harmless against any and all claims, suits, orders or judgments brought or issued against the MPA as the result of the action taken or not taken by MPA under the provisions of this Article.

5. Nothing in this Article shall affect payroll deductions for non – union activities.

ARTICLE 8

EMPLOYEE DATA

1. Where not prohibited by law, the MPA shall furnish to MSEA-SEIU on a bi-weekly basis, an electronic computer file of the then-available information, specified hereinafter, for each employee covered by this Agreement. The computer file shall contain, to the extent practicable, the name, social security number, Income Protection insurance code, home mailing address (including street, city/town, state and zip code), job title, annual salary, initial date of hire, work location address, home phone, work phone, and work email address for each employee covered by this Agreement. MSEA-SEIU shall indemnify, defend and hold the MPA harmless against all claims and suits, which may arise as a result of the MPA's furnishing such listing and file to MSEA-SEIU.

2. The MPA and MSEA-SEIU will use technology available to each party for the purpose of transmitting and receiving the aforementioned electronic data in the most efficient and secure manner possible. MSEA-SEIU Information Technology staff will work with the MPA on file format and transfer protocols.

ARTICLE 9
EMPLOYEE LEAVE TIME

A. Vacation

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

B. Personal Days

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

C. Sick Leave

- a. Employees will receive ten (10) sick days each year. Sick leave may be used to care for anyone for whom the employee is responsible, including spouses and family members, partners, etc. Care includes doctor, dentist, and vision appointments for either illness or regular or preventive care, and also may be extended to other appointments with prior approval from one's supervisor.

- b. At the end of each year of employment, employees may convert unused sick days to personal days at the rate of 2:1 (i.e., two unused sick days may be converted into one personal day), to be used as personal days in the next year of employment. Any number of sick days below two may not be converted into one personal day.

D. Jury Duty

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

E. Military Leave

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

F. Bereavement Leave

Employees who experience a death of a close friend or relative are allowed to take up to three days of paid leave. Additional unpaid leave may be arranged with permission of the Executive Director.

G. Parental Leave

Upon the birth, adoption, or placement of a child, an employee is entitled to ten (10) weeks' paid leave per event. Additional leave time can be negotiated with the Executive Director. At said employee's option, this leave may be taken either as one block or as a series of days or shorter periods; and may begin prior to the child's

arrival. In addition, said employee is entitled to take unpaid leave that, when added to the parental leave, shall not exceed six months, taken in a block or part-time basis.

After three months, the employee shall confirm her or his intent to return to the job.

Said employee will be entitled to return to the same job in which s/he was working.

H. Flex Time and/or Child Care

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

I. Leave of Absence

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

J. Long Term Disability Insurance

MPA will provide a fully-funded, long term disability insurance plan for all MPA employees. The plan will provide 66% of the employee's salary from the point of disability until eligible for social security.

ARTICLE 10

EMPLOYEE TRAINING AND PROFESSIONAL DEVELOPMENT

Participation in any training inside or outside of work hours which is required by the MPA as a condition of fulfilling the requirements of the employee's job, or any in-service MPA training which is conducted or undertaken during normally scheduled work hours will be considered as time worked.

ARTICLE 11

EMPLOYEES UNION LEAVE

A. Leave for MSEA-SEIU Organization Activities

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

B. Leave for Negotiations

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

C. Stewards and Chief Stewards

1. The Union may designate one (1) employee per every ten (10) employees on staff to act as stewards and chief stewards on their behalf. A list of such employees designated as stewards or chief stewards shall be given to the MPA on an annual basis.
2. Stewards and chief stewards shall be entitled to two (2) days of leave per year without loss of pay or benefits to participate in official MSEA-SEIU sponsored

steward training. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

ARTICLE 12

EXPENSE REIMBURSEMENT

A. Mileage Allowance

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

Tolls will also be reimbursed.

B. Lodging and Meal Expenses

1. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals.

2. Meal allowances for extended days will be paid at the rate of ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty-five dollars (\$25.00) for dinner.

C. Telephone Expenses

Employees that qualify for cell phone reimbursement will be reimbursed at a rate that is consistent with the expectation of cell phone usage associated with their specific position; the exact reimbursement amount will be determined annually between each employee and their direct supervisor during the time of their performance review.

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

ARTICLE 13
GRIEVANCE PROCEDURE

A. Definitions and Scope

1. Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article.

2. For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement or matters involving wages, hours or working conditions.

B. Procedure

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

1. Step 1 - Immediate Supervisor

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

The immediate supervisor may respond to the grievance in writing, prior to submission to the Executive Director.

2. Step 2 - Executive Director

If the grievance is not resolved within fourteen (14) calendar days of submission at Step 1, fourteen (14) calendar days thereafter the employee and/or his/her representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested

to the Executive Director. The Executive Director or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with his/her decision in writing within fourteen (14) calendar days of submission or, if a hearing is held, within twenty (20) calendar days of submission.

3. Step 3 - MPA Board

If the grievance is not resolved at Step 2, within fourteen (14) calendar days after receipt of the written decision of the Executive Director the employee and/or his/her representative may appeal to the Board of Directors by filing a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The Board or the Executive Committee shall, at its next meeting, but within 30 days of receipt of the grievance, meet with the aggrieved person for the purpose of resolving the grievance. The Board within fourteen (14) calendar days after the conclusion of such meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union and Executive Director.

4. Step 4 – Arbitration

- a. If the grievance has not been satisfactorily resolved at Step 3, then MSEA-SEIU may submit the grievance to arbitration by submitting a written request for arbitration to the MPA Board. The request for arbitration shall be received by the MPA Board through personal service or by mailing by registered or certified mail within twenty-eight (28) calendar days of the receipt of the Step 3 decision.
- b. Upon receipt by the MPA Board of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) workdays of receipt of the request for arbitration, the arbitrator shall be

selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect.

- c. The decision of the arbitrator shall be final and binding consistent with applicable law, limited statutory right of appeal and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement.
- d. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties

C. General Provisions

1. Maine People's Alliance shall not deny any employee MSEA-SEIU representation at any stage of the grievance procedure and MSEA-SEIU shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA-SEIU shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of an individual grievance shall be inconsistent with the provisions of this Agreement, unless with the written consent of MSEA-SEIU.
2. All of the time limits contained in this Article may be extended by mutual written agreement of the parties. The parties may mutually agree to bypass steps of the grievance procedure by written agreement.
3. Any grievance involving two (2) or more employees within the bargaining unit within the same department or agency may be processed jointly and shall be initiated with the most immediate common supervisor of the employees involved.
4. An aggrieved employee and/or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance

and in the possession of the Maine People's Alliance, as required by labor relations law, as limited by work product, and legal privilege. The Maine People's Alliance shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the Union.

5. An aggrieved employee and any employee witnesses as may be reasonable, for such time as may be reasonable and necessary, shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among Association officials or preparation for representation at a grievance hearing.
6. Grievances may be filed directly to Step 2 if the grievant's immediate supervisor had no involvement in the action or decision giving rise to the grievance.

ARTICLE 14

HEALTH AND SAFETY

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

ARTICLE 15

HOLIDAYS

For phone canvass holiday policies, see the Phone Canvass Article.

Employees have the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Friday after November Election
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas
12. Christmas Eve
13. Day after Christmas
14. New Year's Eve

When the Friday after the November Elections and Veteran's Day fall on the same day the following Monday will be observed as the second holiday. On occasion, organizational events (e.g. fundraisers, actions) may be scheduled over holidays. Normally employees will be apprised of this when an event is planned, and an alternative holiday or personal day may be chosen at the

employee's discretion. An employee may also choose to substitute a religious or alternate holiday for one of the above holidays, with permission of their supervisor

ARTICLE 16

INITIAL EMPLOYMENT

At the time of hire, new staff will be provided with, at minimum, a job description and a copy of the Union Contract. New staff shall be informed of conditions of employment and the agreed upon salary and benefits. All staff members are employed initially on a probationary basis. This orientation may include:

- A visit to all MPA offices
- One night of field canvassing
- One-on-one with all staff that the new staff will work with as part of their core job description; briefer meetings with the rest of MPA staff
- Training appropriate to the position
- Overview of all policy areas of MPA
- One-on-one with all relevant coalition partners
- Meeting with union steward/representative

ARTICLE 17

INSURANCES

MPA carries group health insurance for its employees. Full-time, salaried employees will become eligible to sign up for health insurance coverage immediately upon employment. Employees who are paid hourly (such as the telephone canvass) are also eligible for MPA health insurance once they officially make “staff” status (as defined in the Phone Canvass Policies and Procedures document). Coverage takes effect on the first of the month following 30 days after

the application is completed and accepted. MPA pays 100% of the cost of health insurance coverage for all eligible full-time salaried (and hourly) employees. MPA will also pay 50% of the cost of coverage for the spouses and dependents of full-time salaried staff. If an employee has access to health insurance elsewhere and chooses to enroll in it (and provides proof of such coverage), MPA will pay toward the other premium the lesser of: the amount it costs the individual employee to be covered on the other plan; or an amount equivalent to what MPA would pay toward MPA's health insurance.

MPA pays 50% of the cost of dental coverage for all eligible full-time employees, their spouses, and their dependents. MPA pays 50% of the cost of dental coverage for all hourly employees. Dental coverage is voluntary: employees may choose not to participate. If any employee chooses not to receive dental coverage, the employee voluntarily gives up the value of MPA's contribution; MPA will not pay an equivalent amount in cash or any other form.

MPA will continue to provide vision insurance at the same coverage levels and cost to employees, as was available on January 1, 2016.

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

ARTICLE 18

JOB POSTING AND HIRING PROCESS

1. Notice of all vacancies for full-time, permanent positions shall be clearly posted with the appropriate job description and made available to all MPA staff for five (5) working days.
2. Interested employees shall submit applications for the posted positions within the five (5) working days of the posting period.
3. Interviews by the Executive Director or his/her designee will be scheduled for the employee(s) expressing interest through application.
4. Only after satisfying the above shall MPA advertise the position and seek outside applicants.
5. For the purposes of this article, a change in the status of a position from part-time and / or temporary to full-time, or when a new permanent position is created, constitutes a vacancy for such a position and shall be filled using the procedure detailed above.
6. For all candidate interviews for positions covered by this Agreement, except those described in section 3 above, at least one bargaining unit member from the department in which the vacancy is to be filled will be included in at least one round of interviews.

ARTICLE 19

LAYOFFS

1. Notice of Layoff

When a reduction in the work force is necessary, the MPA will provide written notification to each affected employee of its intent to lay them off at least thirty (30) working

days prior to the final date of employment. If funding becomes available within one year after the layoff, the employee shall be offered his or her job back.

ARTICLE 20

LEGAL COVERAGE/CIVIL DISOBEDIENCE

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

ARTICLE 21

MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the MPA agrees to make no changes without appropriate notice and negotiations with the Association unless such change is made to comply with law, and existing regulations, Personnel Rules, written Policies and Procedures, General Orders, General Operating Procedure, or Standard Operating Procedure.

ARTICLE 22

MANAGEMENT RIGHTS

Except to the extent that wages, hours, or working conditions have been made the subject of this Agreement, MPA retains and has the right to exercise as a "management right" all aspects of wages, hours and working conditions. This includes, without limitation, the right to schedule

its work force, the right to determine the size and tasks done by its work force, work rules (subject to the just cause provisions of this Agreement), training, discipline (subject to the just cause provisions of this Agreement), and non-mandated details of Commission structure.

ARTICLE 23

NON-DISCRIMINATION

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

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

ARTICLE 24

PERMANENT STATUS

New MPA employees will be considered as probationary for the first one hundred twenty days of employment. Employees on probationary status receive all pay and benefits with the exception of eligibility to take vacation time. Vacation time begins accruing on the employee's first day of work but may not be taken until the employee achieves permanent status.

An evaluation will be conducted prior to the conclusion of the probationary period and a determination made as to whether the employee has performed to satisfactory standards.

Unless notified in writing otherwise prior to expiration of his/her probationary period or extension thereof, the employee shall be granted permanent status immediately following such probationary period.

ARTICLE 25

PERSONNEL FILES

1. An employee may review their personnel file at reasonable times during his/her regular work hours by requesting access to the file from their supervisor. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.
2. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain commendations, employee performance evaluations or ratings and records of training programs completed (to the extent these documents exist).
3. Upon request to the Supervisor, an employee shall be provided a copy of any or all materials in his/her personnel files. Copies of material added to the employee's personal file after the effective date of this Agreement shall be sent to each employee simultaneously with it being placed in his/her personnel file.
4. Records of discipline shall not be used for purposes of progressive discipline after they expire: Oral reprimands will expire one (1) year from the date of the occurrence provided that the employee has had no further related disciplinary action since that date. Records of written warnings

and suspensions will expire after two (2) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date.

ARTICLE 26

PHONE CANVASS

- I. Staff Phone Organizers are employees working five (5) shifts per week. Staff Phone Organizers are eligible for employer-paid health benefits, vacation, paid holidays, sick days and tenure raises.
- II. Limited-Staff Phone Organizers are employees working less than five (5) but more than three (3) shifts per week. Limited Staff are not eligible for employer paid health benefits, vacation, paid holidays or sick days, but are eligible for tenure raises.
- III. Official hours are 4:45pm to 9pm Monday – Friday.
- IV. Training: Employees will be offered training and coaching before discipline is instituted.
 - a. New Hires- New hires will complete thirty (30) work days of training. A new hire's first three (3) phone shifts will be non-quota shifts. New hires will receive 1:1 coaching on a weekly basis. Upon completion of the training period, a new hire will become first year staff.
 - b. On-Going Training- A curriculum will be developed by management and implemented upon ratification of this contract to offer continuous fundraising training beyond the initial training period. This may include, but is not limited to: monthly thirty (30) minute fundraising trainings, 1:1 coaching every six (6) weeks, and campaign overviews for new phone canvas campaigns. Weekly

feedback forms will be provided to employees to help improve performance and will not be used for purposes of discipline.

- V. Compensation - Staff Phone Organizers are paid a base hourly rate, plus commission.
- a. Trainees will be paid \$12/hour during a training period of thirty (30) working days.
 - b. First year staff upon passing their training period will be paid \$12.50/hour.
 - c. \$13/hour for callers who raised \$25,000 or more in the previous year, and are in their second year of employment.
 - d. \$13.50/hour for callers who raised \$50,000 or more in the previous year.
 - e. \$14/hour for callers who raised \$65,000 or more in the previous year.
 - f. A \$350.00 bonus will be paid at the end of the calendar year for every \$50,000 raised in that year.
 - g. Staff performing non-phone canvass duties will be compensated at their hourly rate.
 - h. The Parties agree to review Phone Canvass compensation after six (6) months and after one (1) year from the date of implementation of this Article, at the request of either party, to negotiate adjustments to the new compensation structure if necessary.
- VI. Quota
- a. Phone Organizers are expected to meet a minimum nightly fundraising quota. Quota is fulfilled by a combination of checks received, credit card donations

received and 50% of the twelve (12) month period of credit card pledge program installments.

- b. The quota rates are:
 - i. Trainee canvassers: \$130/shift for thirty (30) shifts
 - ii. First six (6) months of employment: \$130/shift
 - iii. After six (6) months of employment: \$160/shift
- c. Quota may be raised at the start of each year by 5% at the discretion of the Executive Director.
- d. Phone organizers will receive a biweekly report of money raised during that pay period.
- e. Phone Organizers who have not met quota will receive additional training and coaching to help identify methods of improvement in order meet the goal of quota. Repeated failure to meet quota may result in progressive discipline up to and including termination of employment.

VII. Commission

- a. For the first six months of employment, 25% commission will be paid for all funds raised above the \$130 quota.
- b. After six (6) months, 50% commission will be paid for all funds raised above the \$160 quota.
- c. Commission and incremental credit card pledge programs
 - i. New Pledge Programs will be credited towards the employee's quota for six (6) months. At six (6) months, if the pledge program continues an additional six (6) months will be credited towards quota.

- ii. For Pledge Programs that have stopped during the previous six (6) months, the unpaid months will be deducted from credited six (6) months of continuing Pledge Program, unless the sum is negative in which case nothing is credited or deducted from canvasser's quota for that pay period.
- iii. Phone organizers continue to receive commission for incremental pledge programs originated by or increased by the phone organizer as they are renewed yearly.
- iv. Any member on a pledge program may be designated as a Major Donor and reassigned to a member of the program staff as determined by the Member Programs Director or the Associate Director.
- v. One (1) month before the anniversary month of the original pledge program, the phone organizer will receive the pledge program turf card and will make an effort to reach the member to thank them for their ongoing support, update them on our work, and attempt to increase the level of their incremental gifts.
- vi. If the phone organizer is successful in increasing the amount of their yearly total, the pledge program will 'belong' to that phone canvasser for an additional two (2) years. If the pledge is not increased, then the phone canvasser will have one (1) more year to increase the donation. If after two (2) years of previous upgrade or initiation of program, the phone canvasser fails to upgrade the donation, the pledge program will no

longer 'belong' to that canvasser. After one (1) month has passed, the turf card/pledge card must be returned to the Member Programs Director.

- vii. When a credit card number solicited by a phone organizer is declined, it is the responsibility of the organizer who spoke with the member to resolve the decline with the member. Canvassers will be given two (2) weeks to resolve a declined credit card. If the member has not been contacted and the issue resolved within the two (2) week period, the decline will automatically be assigned to a member of the program staff. A phone organizer will not be penalized for the loss of credit card numbers as a result of management errors.

VIII. Non-Fundraising Calls - When required to make non-fundraising calls, phone organizers will be paid \$12/hour or the regular base pay plus an average of the daily commission for the past two (2) pay periods, whichever is greater for each shift spent making non-fundraising calls.

IX. Call Lists - At least seventy-five (75) names will be available for each canvasser at the beginning of each shift. In the event the Phone Canvass Manager is not present to distribute call lists when needed, the Member Programs Director will distribute needed lists. If canvassers do not have at least seventy-five (75) names to call, quota will be reduced to \$95 for that shift. It is the responsibility of the phone canvasser to alert the Phone Canvass Manager one day prior to dropping below seventy-five (75) names.

X. Payment Processing

- a. An effort will be made to mail out going pledges each day. Phone Organizers will always receive notice of donations received in mail before the end of any given pay period.
- b. All employees are paid on a biweekly basis. The pay period begins on Friday and ends two (2) Thursdays later. MPA's payday is Wednesday.

XI. Phone Organizer Leave & Benefits

- a. Staff Phone Organizers are eligible for tenure raises, fully paid employee health benefits, dental benefits at a small monthly cost, vacation, paid holidays and sick days. To remain Staff and qualify for benefits, Staff Phone Organizers must work a minimum of ten (10) shifts per pay period.
- b. Breaks – One fifteen (15) minute break will be provided during each 4.25 hour shift, and typically falls between 6:45 and 7pm.
- c. Lateness – Employees are required to report to work by 4:45pm each day. Tardiness will be excused if caused by emergency or circumstances beyond the individual's control. In such cases the employee must call the office before the workday begins and notify the Member Programs Director or Phone Canvass Manager. Repeat violations will be subject to Article 6: Discipline.
- d. Absences – Days may be taken off for illness if required notice is given by calling the Member Programs Director or Phone Canvass Manager by 4pm of the workday missed, unless special arrangements have been made. Any other excused absence requires one (1) week notice. In order to take a day off for reasons other than illness, Staff must have an available vacation day or may be

required to make up the day at a scheduled monthly weekend shift. Staff may miss no more than two (2) days per month unless they are sick or on vacation. Missing more than two (2) days per month requires a doctor's note. Repeat absences will be subject to progressive discipline under Article 6.

- e. Leave of Absence – The Member Programs Director may authorize an employee to take up to twenty (20) working days per year as an unpaid leave of absence without loss of benefits or status. For a leave of more than twenty (20) working days, all benefits will be discontinued and the employee may be eligible for rehire if they left in good standing.
- f. Phone Organizer Remuneration for Money Not Raised Over the Phone and Large Contributions – Phone Organizers who receive contributions while not working during their regular organizer day will be paid the normal commission on that gift based on the member's gift history and the employee's status and tenure for contributions up to \$120. Compensation for contributions above \$1,000 raised while canvassing or outside work will be set at \$250 plus 10% of the amount over \$1,000. Amounts above \$10,000 will be negotiated between the Member Programs Director and Phone Organizer but in no instance will exceed \$1,150 plus 5% of the amount over \$10,000.
- g. Expense Policy – Employees are reimbursed at the Federal rate per mile for work-related travel on the business of the organization. Tolls and other necessary minor purchases will also be reimbursed if justified. Employees must keep mileage vouchers and receipts, which must be turned in to their supervisor. Reimbursement requests must be submitted within the pay period in which they

were incurred in order to be honored, unless extenuating circumstances are encountered. Any expenditure should be pre-approved by the Member Programs Director and the Executive Director.

- h. Resignation - Phone Organizers are expected to give two (2) weeks notice of their resignation in order to qualify for payment of any accumulated leave time.
- i. Recruitment Bonus – Staff and Limited-Staff Phone Organizers will receive a \$25 bonus upon successfully recruiting a Phone Organizer who completes the training period and is promoted to Staff.
- j. Holidays – After thirty (30) full shift days of continuous employment, Staff Phone Organizers will receive their normal shift rate for the following eleven (11) holidays. Holidays will be paid provided that the eligible Staff Phone Organizer works the last working day before the holiday and the first scheduled working day after the holiday unless one of the days is a paid vacation day. Paid holidays which fall on a weekend will be taken off either the day before the holiday or the day following the holiday.

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas

New Year's Eve

- k. Health Insurance – After ninety (90) calendar days of continuous employment, staff phone organizers will be eligible to apply for health insurance provided s/he has maintained a quota average. Coverage will begin on the first day of the following calendar month. MPA pays the entire premium. Dependents or spouse can be added to the employee's coverage. The employee pays for seventy-five percent (75%) of the cost of any additional people added to insurance coverage. The difference between the premium for the individual and any added people will be deducted from the phone organizer's paycheck.
- l. Vacation – After ninety (90) calendar days of continuous employment, Phone Organizers will be credited with one (1) vacation day and accumulate an additional vacation day every thirty (30) working days that follow. Phone Organizers can take advantage of vacation days only upon giving the Member Programs Director two (2) weeks prior written notice. Phone organizers will be paid vacation pay based on their average per-day pay during the previous three (3) pay periods. Employees will receive notice of accumulated vacation time with each paycheck.
- m. Sick Days – After ninety (90) calendar days of continuous employment, Phone Organizers will be eligible for three (3) sick days and thereafter will accumulate one half (1/2) sick day for thirty (30) days. The maximum number of sick days that can be accumulated in two hundred and forty (240) working days is six (6).

Sick days will be paid at the normal shift rate of the organizer. Employees will receive notice of accumulated sick time with each paycheck.

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

ARTICLE 27
RESPONSIBILITIES OF THE PARTIES

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

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

(a) Exclusive Negotiations. The MPA will not bargain collectively with any employee organization other than MSEA-SEIU with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request bargaining they will be advised by the MPA to transmit their requests concerning terms and conditions of employment to MSEA-SEIU.

(b) Employees' Rights. There shall be no interference, intimidation, restraint, coercion or discrimination by either the MPA or MSEA-SEIU as a result of the exercise by any employee within the bargaining unit of his/her contractual or statutory rights related to membership in MSEA-SEIU or any other right granted under the National Labor Relations Act.

(c) Fair Representation. MSEA-SEIU acknowledges its responsibility to represent and handle grievances for all employees within the bargaining unit. The MPA shall not be responsible for actions taken or not taken by MSEA-SEIU with respect to its responsibility to provide fair representation.

(d) Settlement of Grievances. The applicable procedures of this Agreement shall be followed for the settlement of all grievances.

ARTICLE 28

REST AND LUNCH PERIODS

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

2. Present practices of MPA with respect to lunch periods during the regular workday shall be continued, provided that each employee shall be allowed at least one-half (½) hour for lunch during each regular day.

ARTICLE 29

RETIREMENT PLAN AND CONTRIBUTION

MPA provides a retirement benefit to covered employees through a SIMPLE IRA plan. Employees must have earned more than \$5,000 gross in the previous employment year and be reasonably expected to earn more than \$5,000 gross in the current employment year to be eligible. At the latest, once the employee reaches the \$5,000 threshold in the second year, MPA will begin contributing 2% of each eligible employee's gross salary to the plan, to be invested on the employees' behalf on a monthly basis. The employee's first 2% in benefits is based on the employee's payroll from Jan 1st of the qualifying year, and the investment will be brought up to date for that year once required paperwork is completed by the employee. The employees are responsible for setting up their investments with the MPA investment advisor; no contributions

can be made before this occurs. Each person may elect to contribute an additional amount up to tax-deferred contribution limits set by law. These employee contributions are voluntary, and will not be matched or supplemented by MPA. Additionally, for all qualifying for the SIMPLE plan, MPA will also pay employees a 3% "pension bonus"-- this 3% will be added income to the individual, with all but the relevant Social Security and Medicare tax deferred. As with MPA's employer-paid pension benefits, all deferrals will be invested on the employees' behalf on a monthly basis. Investment instruments are selected by the employee from a range of choices offered by MPA.

ARTICLE 30
SEVERABILITY

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

ARTICLE 31
SUCCESSOR

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

ARTICLE 32

TERM OF AGREEMENT

This Agreement shall be effective from January 1, 2017 through December 31, 2019. Either party shall give sixty (60) days' written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

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

ARTICLE 33

UNION SECURITY

1. Selection of Fee

Within thirty (30) days after the first six (6) months of the beginning of each employee's employment, any employee covered by this Agreement shall, as a condition of employment, be required to choose from the options of membership in MSEA-SEIU or payment to MSEA-SEIU of a service fee equal to their pro-rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law.

MPA will deduct membership dues from the pay of any employee who chooses the option of membership in MSEA-SEIU by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues.

2. Calculation of Service Fee

MSEA-SEIU shall determine the amount of the service fee to be charged to non-members, consistent with both applicable law and this Article and shall certify to the MPA the amount of the service fee.

The service fee paid by part-time employees shall bear the same ratio to part-time dues as the fee paid by full time employees bears to the dues amount paid by full time employees.

3. Change of Status

The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in MSEA-SEIU or service fee payment as follows:

a. Employees may change their status from service fee payer to MSEA-SEIU member, or from MSEA-SEIU member to service fee payer, at any time.

b. Employees may also start or eliminate their payroll deduction for MSEA-SEIU dues at any time.

c. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to MSEA-SEIU.

d. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (a) through (c) above, and consistent with Section 1, the employee must provide written notice to both MSEA-SEIU and the employee's payroll officer. MSEA-SEIU and the payroll officers shall promptly notify one another of a requested change, providing identifying information regarding the employee who made the request. It may take up to four (4) weeks for the requested change to take effect.

4. Payments and Deductions

It shall be the sole responsibility of MSEA-SEIU to collect its dues and to verify contributions made in lieu of service fees pursuant to Section 6. No payroll deduction of service fees shall be made from workers' compensation benefits or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question. Employees shall not be penalized for failing to pay service fees for any such pay period(s).

5. Notice and Audit

MSEA-SEIU shall calculate the amount of the fee after the close of its annual audit, based on the expenditures reflected in the most recent available audited records. That calculation shall also be audited to verify that the union's records have actually been audited; have been correctly reproduced from the audit report, and that the union has performed any mathematical adjustments correctly, and for any other purpose required by law. The fee will be effective on a pay date at least thirty (30) days after the notice described below has been provided to members of the bargaining unit, or provided to newly eligible employees.

Once the audit is complete, MSEA-SEIU shall prepare a notice, consistent with applicable law, to all employees covered by this Agreement who are not members of MSEA-SEIU. Such notice shall be updated annually and shall explain the choices and indicate that the sums determined to be the service fee were audited by an independent auditor based on the union's financial records for its most recent fiscal year. The notices shall include all information required by applicable law, including at a minimum, the major categories of expenses, as reflected in the audit; whether each expense will be included in the service fee; the identity of the auditor(s); and the opinion of each audit, including the opinion included in any adjusted audit(s).

The MPA agrees to distribute this notice and dues deduction forms, provided by MSEA-SEIU, to new employees at the time they are hired. MSEA-SEIU shall provide notices required by law to all current bargaining unit employees who are not members of MSEA-SEIU. Any change in the amount of the service fee to be deducted shall be certified to the MPA by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. At the same time MSEA-SEIU provides the annual notice to non-members, it will also make the notice available to MSEA-SEIU members through means of communication available to the Union, such as posting on MSEA-SEIU's website.

6. Religious Objectors

Any employee covered hereby who maintains that she/he holds a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor organizations in general may seek religious objector status by petitioning MSEA-SEIU. Any such employee who is found to hold a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor organizations in general, shall have the right to refuse to make service fee payments; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the service fee to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union, within ten (10) days after each payday. Part-time employees' contributions to non-religious charitable organizations shall coincide in amount with the payments of those part-time employees paying the service fee. MSEA-SEIU shall not unreasonably deny the choice of such non-religious charitable organization suggested by the employee. An administrative or legal challenge to a denial of a petition for religious objector status may be filed in an appropriate forum.

Should an employee have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the MPA will continue to deduct an amount equal to the service fee from the employee's pay until the request is granted or the challenge is resolved in the employee's favor, and that amount will be placed by MSEA-SEIU in an interest-bearing escrow account pending resolution of such dispute or request. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The MPA shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts. If an employee is granted religious objector status, MSEA-SEIU will notify the MPA of the employee's religious objector status, and the MPA will cease automatic service fee deductions.

It shall be the sole obligation of MSEA-SEIU to certify to the MPA the name of any employee who has failed to make timely contributions as a religious objector and has, thus, forfeited religious objector status. Once MSEA-SEIU has certified the employee's name to the MPA, the MPA will commence and continue to automatically deduct the service fee from the employee's pay as provided in Section 1.

7. Disputes

The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The MPA shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

MSEA-SEIU is solely responsible for payment of the fee charged by AAA for the cost of providing necessary administrative services. The arbitrator will be compensated by MSEA-SEIU, in accordance with the per-diem rate currently on file for that arbitrator with the AAA, and shall be reimbursed for expenses by MSEA-SEIU. Attorneys' fees, witness fees, and other expenses shall be borne by the respective parties. No fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne by the MPA.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the MPA to pay such service fee on behalf of any employee. In the event a change in law requires that this type of dispute be resolved in a forum other than an arbitration under the auspices of the American Arbitration Association, the dispute resolution procedure will comply with law. All portions of this Article that are unaffected by the change in forum will remain in full force and effect.

8. Failure to Pay Fee

In the event an employee subject to the service fee payment requirement has previously failed to pay the total amount of fees due, the MPA will automatically deduct from the employee's pay the arrears due to the Union in an amount which, in combination with the service fee due per pay period, equals ten percent (10%) of the employee's gross pay until the arrears are paid in full, *provided, however*, that an employee may request the Union for a reduction in the percentage deducted for payment of arrears based on demonstrated financial hardship, which may be granted at the Union's discretion. The Union must certify to the MPA the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears.

9. Indemnification

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold the MPA harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the MPA, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the MPA by the union pursuant to this Article; and including but not limited to any charge that the MPA failed to discharge any duty owed to its employees arising out of the service fee deduction; *provided that*, nothing herein shall require Indemnification for any intentional deprivation of an individual's constitutional rights by the MPA. MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the MPA under this Article. In such litigation the MPA shall have no obligation to defend its act taken or not taken.

ARTICLE 34

WORK ASSIGNMENTS

- I. Employees will be provided with a written job description outlining their expected work assignments and duties when they are hired. When the work assignment is changed, a revised job description will be provided.

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

III. When an employee is assigned temporarily by his/her supervisor or by the Executive Director to a job or assignment with significantly greater hours or responsibilities the employee shall be granted a meeting with their supervisor to discuss time, compensation, work load and priorities. Acting capacity assignments shall not be made on an arbitrary or capricious basis.

IV. In the event of a significant change in duties and/or responsibilities, an employee may seek an increase in compensation of the position by submitting a request to the Executive Director or his/her designee. The request will be reviewed and a written decision provided to the employee and the union. The employee may appeal the decision, subject to the provisions of the grievance procedure.

ARTICLE 35

FIELD CANVASS

I. Overview

- a. **Staff** field canvassers are employees working at least five (5) days per week. Staff field canvassers are eligible for paid holidays, sick days and vacation days.
- b. **Limited staff** field canvassers are employees working less than five (5) days per week. Limited staff canvassers are eligible for tenure raises, vacation, and paid sick days. They are not eligible for paid holidays.
- c. Field canvass staff will be eligible for union membership after ninety (90) calendar days of continuous employment.
- d. After ninety (90) calendar days of continuous employment, an orientation meeting with a member of management and union shop steward will take place.

II. **Work Schedule** – Official work hours begin at 2:00 PM, Monday through Friday, when possible. Optional additional weekend shifts may be offered at the discretion of management. Management will make every effort to schedule canvassers for forty (40) hours per week. Occasional staff meetings and organizational events may take place outside these hours. Field canvassers will be given advance notice of any changes in the daily crew time. Weekly schedules will be posted Monday in the field organization area.

- a. **Tardiness** - Tardiness will be excused if caused by an emergency or circumstance beyond the canvasser's control or if granted advanced permission from the Canvass Director. Unless advance notice has been given, the canvasser must speak with the Canvass Director before the start of canvass shift to notify the director that they will be late. Repeat violations will be subject to Article 6: Discipline.
- b. **Absences** - Days may be taken off for illness if required notice is given by speaking with the Canvass Director by 1:00 PM of the workday missed, unless special arrangements have been made. Any other excused absence requires one (1) week notice. In order to take a day off for reasons other than illness, staff must have an available vacation day or may be required to make up the day on a scheduled weekend shift. Staff may miss no more than two (2) days per month unless they are sick or on vacation. Missing more than two (2) days per month may require a doctor's note. Repeat absences will be subject to progressive discipline under Article 6.
- c. **Leave of Absence** - The Member Programs Director may authorize an employee to take up to twenty (20) working days per year as an unpaid leave of absence

without loss of benefits or status. For a leave of more than twenty working days, all benefits will be discontinued and the employee may be eligible for rehire if they left in good standing.

III. **Training** – New employees will be offered training through a variety of methods including written materials, role-plays, briefings and field training. The training period will last five (5) to fifteen (15) workdays. The purpose of the Trainer is both to train and to serve as a mentor. Until the Trainee officially makes staff, the Trainer works as a mentor for the Observer.

- a. On the Trainee’s first day, the Trainer will spend at minimum one (1) hour on turf with the Trainee. The evening after the first day of employment, the observer will meet one-on-one with the Field Organizing Director to discuss the Trainee’s first day and address any questions or concerns.
- b. Within the five (5) to fifteen (15) workday training period, the training will cover, at minimum:
 - i. MPA’s Worldview
 - ii. The “rap,” including signature-gathering;
 - iii. Safety protocol;
 - iv. iPad usage;
 - v. Walklist training; and
 - vi. The distinction between MPA and MPRC.
- c. In order to complete the initial training period and progress to Staff Canvasser status, a trainee must:
 - i. Raise quota once in first three (3) days
 - ii. Be able to relay appropriate rap, as written

- iii. A trainee shall be promoted to Staff Canvasser once quota is met for five (5) consecutive days or averaged within ten (10) consecutive days.

No one shall remain at trainee status for a period exceeding fifteen (15) working days. The above benchmarks must be met with the first fifteen (15) days of employment.

IV. **Canvassing Policies and Procedures**

- a. **MPA Field Canvass Quota** - All canvassers are expected to raise a minimum of \$115 per night worked. Quota may be raised at the start of each year by 5% at the discretion of the Executive Director.
 - i. Non-fundraising goals will be set by the Member Programs Director according to campaign needs at the start of each non-fundraising campaign.
 - ii. Quota and commission thresholds will primarily be based off of individual performance, not group performance.
- b. **New Projects and Non-Monetary Goals** – Whenever the field canvass changes campaigns, canvassers will receive rap practice and issue/campaign trainings and briefings, as well as in-the-field check-ins when necessary. During the first fifteen (15) days of a campaign, it is intended that canvassers:
 - i. Raise quota once in the first three (3) days; and
 - ii. Be able to relay appropriate rap, as written; and
 - iii. Meet quota for five (5) consecutive days, or averaged within ten (10) consecutive days.

At the conclusion of the fifteen (15) day initial period, the Member Programs Director or the Statewide Canvass Director will provide the canvass team with an analysis of the campaign's canvass performance based off of the three (3) prior criteria. Based off of this data, quota and/or rap adjustments and training period extensions will be made by management when necessary.

- c. **Current Members** - Current MPA members, who have made a contribution within the past year, may only be canvassed for MPA Campaign Vote or MPA Campaign Maine contributions, unless otherwise directed by the Member Programs Director.
- d. **Pledge card** - If a member has a pledge card that they hand to a field canvasser with a contribution, it must be returned to the office with the contribution and the contribution cannot be counted in the field canvasser's nightly totals.
- e. **New Major Donors** - A field canvasser who receives a contribution of \$250 or more will complete a Major Donor Profile Form.
- f. **Trespassing/Burnt Turf** - Field canvassers are expected to stay within their assigned area each night. Field canvassers who find that all or part of their territory has been canvassed by another MPA field canvasser are expected to be as resourceful as possible and to continue field canvassing (do callbacks, go to the other end of the turf, etc.) If a field canvasser fails to properly mark the map or canvasses an area not assigned to them, and another field canvasser fails to raise quota after making a good-faith effort, the negligent field canvasser must compensate the staff person who failed to raise quota. (If the canvasser's assignment to burnt turf is an error on the part of the Field Manager, then the same compensation rule described above applies to the Field

Manager.) An amount equaling the difference between quota and the total raised by the field canvasser who did a burnt area will be deducted from the negligent field canvasser's total raised that night (and the following night's total if needed). Field canvassers are expected to canvass the entire period they are on turf to be eligible for pro-rating of pay.

- g. **Accurate Representation** - Field canvassers are expected to accurately present the positions of MPA. Instances of misrepresentation will be subject to progressive discipline under Article 6.
- h. **Weather** - In general, the field organization will proceed regardless of weather and staff should dress accordingly. In the event that dangerous weather conditions are predicted or encountered, the Canvass Director and the Member Programs Director will make a determination regarding whether to canvass. If the Canvass Director cancels the day's field canvass before the start of shift, the day will not be considered a workday and the field staff will not be paid. A director will calculate the quota for days cut short due to weather. If a workday is cancelled due to weather, field canvassers will not be penalized for lower numbers that occurred that day before the cancellation, as severe weather limits both their contact rate and driving speed.
- i. **Responsibility for Money** - A field canvasser is responsible for their money from the time contributions are received until the money is personally turned over to the person handling cash out.
- j. **Cooperation** - A field canvasser is required to report to the Field Manager or Canvass Director nightly to review the day's job performance. This is intended to provide feedback, facilitate discussion of problem areas, record the night's

statistics, and enable the Canvass Director to develop solution-oriented strategies to reach their potential as a field representative. At a regularly-scheduled checkout meeting, field canvassers will be provided with a status update in regards to their performance, mileage, upcoming bonuses, sick days, et cetera; in order to ensure both manager and canvasser are aware of any issues and to streamline the bonus process.

k. **Vehicles**

- i. **Use of MPA Automobile** - Staff is prohibited from using the MPA auto unless authorized to do so by the Member Programs Director or Canvass Director. MPA vehicles shall only be used for organizational business. Any employee discovered using an MPA vehicle without authorized permission will be subject to termination.
- ii. **Responsibility for MPA Vehicles** - MPA employees using any organizational vehicle are required to have a valid driver's license. In addition, the employee is expected to operate the vehicle in a safe manner and follow all applicable traffic laws. Employees convicted of any moving violation while operating an MPA vehicle are responsible for any fines or court costs incurred. Employees will also be held responsible for any parking tickets unless the parking violation resulted from a factor beyond the employee's control.
- iii. **Use of Personal Vehicles** – Canvassers designated as drivers must have an up to date Vehicle Approval form in their personnel file. An Office Manager or Member Programs Director signature confirming the car is in safe working order, has a current inspection sticker, is registered, has

current insurance, and that the driver has a valid driver's license is required. Travel reimbursements will not be released without a current and completed Vehicle Approval form.

- l. **Use of Controlled Substances or Alcohol on the Job** - Field canvassers are strictly prohibited from drinking alcoholic beverages or using controlled substances while working. Drunkenness or illegal drug use on the job is subject to progressive discipline under Article 6, unless prescribed by a medical professional.
- m. **Smoking Policy** - There shall be no smoking in any office, vehicle or indoor event of MPA. In employee-owned cars being used for organizational purposes, smoking is not permitted while car is in use for MPA.
- n. **Resignation** - Field canvassers are expected to give two (2) weeks written notice of their resignation in order to qualify for any accumulated leave time.
- o. **Expense Policy**
 - i. Employees must have copy of valid license, proof of insurance and driver safety form signed on file to receive mileage reimbursement.
 - ii. Employees are reimbursed at the federal rate per mile for work related travel on the business of the organization. Tolls and other necessary minor purchases will also be reimbursed, if justified. Employees must keep mileage vouchers and receipts, which must be turned in to the Canvass Director, Member Programs Director and Office Manager each pay period. Reimbursement requests must be submitted within the pay period in which they were incurred in order to be honored, unless

extenuating circumstances are encountered. Any expenditure should be pre-approved by the Member Programs Director and the Executive Director.

- iii. Staff given petty cash must turn in any change and documentation of the expenditure. Staff failing to submit proper receipts or to return change to petty cash will have the missing money deducted from their paycheck.

V. **Compensation** – Pay is an hourly rate, plus commission on funds raised above quota.

a. **Pay Grades**

- i. Trainee Canvasser - Hourly rate as noted in the chart below
- ii. Staff Canvasser - Hourly rate as noted in the chart below, plus 20% commission on funds raised above quota.
- iii. Trainer - Hourly rate as noted in the chart below, plus 20% commission on funds raised above quota.
- iv. Field Manager - Hourly rate as noted in the chart below, plus 25% commission on funds raised above quota.
- v. Senior Field Manager - Hourly rate as noted in the chart below, plus 30% commission on funds raised above quota.

Position	Hourly Pay Rate		
	2017	2018	2019
Trainee	\$12	\$13	\$14
Staff Canvasser	\$12	\$13	\$14
Trainer/Driver	\$12.63	\$13.63	\$14.63

Field Manager	\$13.25	\$14.25	\$15.25
Sr Field Manager	\$13.87	\$14.87	\$15.87
<i>Quota</i>	<i>\$115</i>	<i>\$125</i>	<i>\$135</i>

b. **Drivers** – Any canvasser, regardless of pay grade, whose job duties include driving during canvass shifts, shall receive an additional \$.50 per hour on days when they drive.

c. **Tenure Raise**

i. MPA will provide an annual raise to each employee at the end of each year of employment consisting of:

1. A cost-of-living adjustment (COLA) based on the Consumer Price Index (CPI); and
2. A 4% increase to the hourly pay rate.

d. **Additional Bonuses:**

i. If a staff person solicits a donation exceeding \$500, normal commission applies to the first \$500 and a 7.5% bonus is paid on the amount exceeding \$500.

ii. Staff and limited staff field canvassers will receive a \$50 bonus upon successfully recruiting a field canvasser who completes the training period and is promoted to staff.

e. **Pay Period** - All employees are paid on a bi-weekly basis. The pay period begins Friday and ends two Thursdays later. Paychecks are issued on Wednesdays. Field organization staff will receive their paycheck no earlier than noontime.

VII. **Field Canvasser Leave & Benefits**

- a. **Limited staff** field canvassers are employees working less than five (5) days per week. Limited staff canvassers are eligible for tenure raises, vacation, and paid sick days. They are not eligible for paid holidays. To remain on staff and qualify for benefits, limited staff field canvassers must work a minimum of three days per week or six days per pay period. Limited staff field canvassers failing to work the minimum number of days without taking an official leave of absence will be subject to discipline under Article 6. Limited staff field canvassers terminated for failure to work the minimum number of days may be re-hired after 30 (thirty) working days. People re-hired must repeat the entire training program. Limited staff field canvassers positions are limited and availability is determined by the Member Programs Director.
- b. **Summer Staff** - Field canvassers who return to work for MPA after working the previous summer with a quota average are eligible for at the staff canvasser level. Returning staff must successfully complete the regular training period.
- c. **Field Canvasser Remuneration for Money Not Raised at the Door and Large Contributions** - Field canvassers who receive contributions while not working during their regular field canvassing day may add that money to their nightly total. They will be paid their normal wage depending on their status and tenure for contributions up to \$100. For contributions raised while not field canvassing that exceed \$100, the field canvasser will be paid a 25% commission. Compensation for contributions above \$1000 raised while field canvassing or outside work will be set at \$250 plus 10% of the amount over \$1000. Amounts above \$10,000 will be negotiated

between the Member Programs Director and field canvasser but in no instance will exceed 25%.

d. **Holidays** --Staff will receive their normal shift rate for the following eleven

(11) holidays:

- i. New Year's Day
- ii. Martin Luther King Jr. Day
- iii. Memorial Day
- iv. Independence Day
- v. Labor Day
- vi. Veteran's Day
- vii. Thanksgiving Day
- viii. The day after Thanksgiving
- ix. Christmas Eve
- x. Christmas Day
- xi. New Year's Eve

Holidays will be paid provided that the eligible field canvasser works the last working day before the holiday and the first scheduled working day after the holiday unless one of these days is a paid vacation day. Paid holidays which fall on a weekend will be taken off either the day before the holiday or the day following the holiday.

e. **Vacation** - After ninety (90) calendar days of continuous employment, field canvassers will be credited with one (1) vacation day and accumulate an additional vacation day every thirty (30) working days. Canvassers may take

vacation days only upon giving the Canvass Director two (2) weeks prior written notice. Field canvassers will be paid vacation pay consistent with their current pay rate.

- f. **Tenure** - All MPA Staff accumulate tenure days.
- g. **Health Insurance** – After ninety (90) calendar days, field canvassers will be eligible to apply for health insurance provided they have maintained a quota average. Coverage will begin on the first day of the following calendar month. MPA pays the entire premium. Dependents or spouse can be added to the employee’s coverage. The employee pays for 50% of the cost of any additional people added to insurance coverage. The difference between the premium for the individual and any added people will be deducted from the canvasser’s paycheck.
- h. **Pension Fund** – MPA provides a retirement benefit to covered employees through a SIMPLE IRA plan. Employees must have earned more than \$5,000 gross in the previous employment year and be reasonably expected to earn more than \$5,000 gross in the current employment year to be eligible. At the latest, once the employee reaches the \$5,000 threshold in the second year, MPA will begin contributing 2% of each eligible employee’s gross salary to the plan, to be invested on the employee’s behalf on a monthly basis. The employee’s first 2% in benefits is based on the employee’s payroll from January 1st of the qualifying year and the investment will be brought up to date for that year once required paperwork is completed by the employee. The employees are responsible for setting up their investments with the MPA investment advisor; no contributions can be made before this occurs. Each person may elect to contribute an additional

amount up to tax-deferred contribution limits set by law. These employee contributions are voluntary and will not be matched or supplemented by MPA. Additionally, for all qualifying for the SIMPLE plan, MPA will also pay employees a 3% “pension bonus” – this 3% will be added income to the individual, with all but the relevant social security and Medicare tax deferred. As with MPA’s employer-paid pension benefits, all deferrals will be invested on the employee’s behalf on a monthly basis. Investment instruments are selected by the employee from a range of choices offered by MPA.

- i. **Sick days** – Field canvassers are eligible for paid sick days after ninety (90) calendar days from their date of hire. Sick days may be used in instances of sick family members.
 - i. After ninety (90) calendar days, field canvassers will be eligible for three (3) sick days and thereafter will accumulate one half (.5) sick day for every thirty (30) days of full-time employment. The maximum number of sick days that can be accumulated in one work year, or two hundred and forty (240) working days, is six (6). Sick days will be paid at the field canvasser's base rate of pay.
 - ii. After two hundred and forty (240) working days of full-time continuous employment, field canvassers will accumulate three-quarters (.75) sick day for every thirty (30) days of full-time employment. The maximum number of sick days that can be accumulated in one work year, or two hundred and forty (240) working days, is six (6).

In witness whereof, the Parties hereto have caused this Agreement to be executed this 16th day of March, 2017.

Maine State Employees Association,
SEIU Local 1989

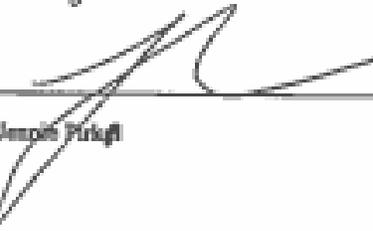
Maine People's Alliance



Meg Reilly, Chief Negotiator



Jorge Graham, Executive Director



Joseph Piripati



Bridget Surber

Genevieve Lyson



Will Board



Diane MacLellan