



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE MAINE SERVICE EMPLOYEES ASSOCIATION,
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1989**

AND

THE MAINE PEOPLE'S ALLIANCE

May 1, 2020 through December 31, 2023

TABLE OF CONTENTS

<u>PREAMBLE</u>	1
<u>UNION RECOGNITION</u>	1
<u>ACCESS TO EMPLOYEES</u>	2
<u>COMPENSATION</u>	3
<u>COMPENSATORY TIME</u>	6
<u>COMPLAINTS AND INVESTIGATIONS</u>	9
<u>DISCIPLINE</u>	10
<u>EMPLOYEE DATA</u>	11
<u>EMPLOYEE LEAVE TIME</u>	12
<u>EMPLOYEE TRAINING AND PROFESSIONAL DEVELOPMENT</u>	16
<u>EMPLOYEES UNION LEAVE</u>	16
<u>EXPENSE REIMBURSEMENT</u>	18
<u>GRIEVANCE PROCEDURE</u>	20
<u>HEALTH AND SAFETY</u>	24
<u>HOLIDAYS</u>	27
<u>INITIAL EMPLOYMENT</u>	28
<u>INSURANCES</u>	29
<u>JOB POSTING AND HIRING PROCESS</u>	31
<u>LAYOFFS</u>	32
<u>LEGAL COVERAGE/CIVIL DISOBEDIENCE</u>	32
<u>MAINTENANCE OF BENEFITS</u>	33
<u>MANAGEMENT RIGHTS</u>	33
<u>MSEA MEMBERSHIP AND DUES DEDUCTION</u>	33
<u>NON-DISCRIMINATION</u>	36
<u>PERMANENT STATUS & LIMITED-TERM EMPLOYEES</u>	36
<u>PERSONNEL FILES</u>	38
<u>RESPONSIBILITIES OF THE PARTIES</u>	39
<u>REST AND LUNCH PERIODS</u>	40
<u>RETIREMENT PLAN AND CONTRIBUTION</u>	40
<u>SEVERABILITY</u>	41
<u>SUCCESSOR</u>	42
<u>TERM OF AGREEMENT</u>	42
<u>WORK ASSIGNMENTS</u>	42

PREAMBLE

The Maine People's Alliance and the Maine People's Resource Center (hereinafter referred to as "MPA" or "employer") and the Maine Service 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 May 2020.

ARTICLE 1

UNION RECOGNITION

The MPA recognizes the Maine Service 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 Co-Directors, Deputy Director, Organizing Director, Field Strategies Director, Statewide Canvass Director, Canvass Director, Administrative Director, Beacon Editor, and employees working for all hosted projects, such as Maine Voices.

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 their first six (6) months of employment to meet with a representative of MSEA-SEIU.

ARTICLE 3
COMPENSATION

1. Under no circumstances will the compensation for a full-time salaried position covered by this agreement be less than \$36,000 per annum. Canvasser pay is addressed in section 6, below.
2. Pay Equity
 - a) Hiring: MPA shall not ask job candidates for previous salaries, and all job postings shall include salary ranges.
 - b) MPA will conduct an annual pay equity evaluation.
3. Annual Process: MPA is committed to providing employees with regular feedback. MPA employees will receive formal annual performance evaluation by their supervisor, reflecting the employee's success at meeting the duties in their job description, their goals, and the work outlined in their work plan. The formal performance evaluation will include a written self-evaluation by the employee, a written evaluation by the supervisor, and a meeting between the supervisor and employee to review and discuss the feedback. The results will be included in the employee's personnel file. An employee has the right to submit a written response to performance evaluation which shall be included in the employee's personnel file.
 - a) MPA will provide an annual raises to each employee (salaried and hourly) at the end of each year of employment. Direct supervisors will submit paperwork needed to confirm an employee's annual raise each year to payroll within 1 week of an employee's hiring date.

If a direct supervisor fails to submit this paperwork, the employee will receive back pay once the paperwork is submitted. The annual raise will consist of:

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

Current Salary Range	Longevity Increase
<\$40,000	6%
\$40 - \$49,999	4%
\$50 - \$59,999	3%
>\$60,000 +	\$1,000

- b) The total amount of annual COLA and longevity increases for each employee shall not be less than \$1,000.
- c) MPA offers merit increases for exceptional performance over and above the standard longevity and COLA raises. MPA will review employee's job duties, work performance, and other factors MPA deems relevant to determine whether to offer a merit raise during the formal performance evaluation period. The annual raise process is also the time for

employees to engage in self-advocacy for a merit raise and to discuss with supervisors the necessary steps (in terms of work performance and/or professional development) to warrant a merit raise in future years. Merit increases are available based on the supervisor's recommendation in consultation with a co-director, 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.

- d) None of the above shall preclude bonuses.
- 4. Employees will be paid via direct deposit.
- 5. Hourly pay rates shall not be less than \$17/hour.
- 6. Canvasser Compensation: Canvassers are paid hourly, plus potential bonuses. Management will make every effort to schedule canvassers for (40) hours per week. Canvassers receive the raises outlined in section 3, above.

Canvasser Pay Grades

Position	Hourly Pay Rate
Canvasser	\$17
Trainer	\$18
Field Manager	\$19

Sr Field Manager	\$19
Quota	\$140

- a) 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.
- b) Bonuses
 - i) Canvassers who average \$180 or more in a pay period will receive a \$100 bonus.
Canvassers who average \$300 or more in a pay period will receive a \$200 bonus.
 - ii) Monthly EFT contributions: canvassers will bonus 20% of each successful monthly contribution installment for the first 12 months of the recurring contribution. EFT bonuses will be paid on the first paycheck of each month.
 - iii) Staff canvassers will receive a \$50 bonus upon successfully recruiting a field canvasser who completes the training period and is promoted to staff.
 - iv) Canvasser Remunerations for Money Not Raised on Door/Phone Canvasses, and Larger Contributions - Canvassers who negotiate contributions outside of work hours may add that contribution total to their nightly total. For contributions over \$1000 the canvasser will receive a bonus of 10% of the contribution.

ARTICLE 4
COMPENSATORY TIME

Overtime-exempt employees will occasionally work more than forty hours per week.

1. Compensatory Time Accrual & Use

- a. In general, work responsibilities should be attainable within a forty (40) hour work week. However, overtime-exempt employees will occasionally work more than forty hours per week.
- b. When hours worked surpass forty (40) hours in a given week, staff will accumulate one (1) hour of compensatory time off for each hour over forty (40) hours worked. A workweek is Monday through Sunday. Employees should submit accurate timesheets within the workweek the hours were worked. Failure to submit accurate timesheets within seven (7) days after the close of the workweek in which the hours were worked may forfeit compensatory time.
- c. No employee may accrue more than forty (40) hours of accumulated compensatory time without the approval of the Co-Director. When an employee believes that their compensatory time may in the future exceed forty (40) hours, they may submit to their supervisor and Co-Directors 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/Co-Director provides the employee with reasonable reasons for rejecting or modifying the plan within seven (7) days, the plan will be considered approved. 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. Compensatory time requests must be made to an employee's direct supervisor. All efforts will be given to grant compensatory time

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

- d. 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.

2. Work Planning and Workload

- a. On at least a quarterly basis, during regular supervision checkins, the employee and their supervisor shall create and/or revise a workplan for the employee, reflecting the employee's job description, organizational goals, team goals, and other clear benchmarks. The meeting may be used to assess the employee's current workplan against their job description, especially in regard to the estimated versus actual percentage of time spent on defined work areas. Adjustments may be made to update the job description to reflect any changes to the employee's role and responsibilities and/or to shift projects in order to achieve a more sustainable workload.
- b. The supervisor should be an employee's first point of contact for workload issues, however employees may also discuss their concerns with a union representative or shop steward at any time. If deemed necessary, the union representative or shop steward may approach a Co-Director to share workload concerns raised by an employee that have not been satisfactorily addressed by the supervisor.

ARTICLE 5
COMPLAINTS AND INVESTIGATIONS

1. A department head or their 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 them 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 their 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 their 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: written 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 first be informed of their right to meet with the appointing authority or their representative prior to the action proposed. The employee will be informed of their right to have a Union representative or steward present. At that meeting the appointing authority or their 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

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 8

EMPLOYEE LEAVE TIME

1. Vacation

- a. 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

2. Personal Days

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

3. Sick Leave

- a. Salaried employees will receive ten (10) sick days each year on January 1st, each year.
- b. Hourly employees will receive four (4) sick days upon hire. After ninety (90) calendar days, hourly employees will receive at most six (6) sick days, prorated to their date of hire. Hourly employees will receive four (4) sick days upon hire. After ninety (90) calendar days, hourly employees will receive at most six (6) sick days, prorated to their date of hire according to the following equation: Number of sick days given to hourly employees after 90 days = $0.833 \times (\# \text{ months left in the calendar year})$ unless that number exceeds 6. For example, someone hired on January 1 will receive 6 sick days on April 1 and someone hired on March 15 will receive 5.4 sick days on June 15.
- c. 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.

- d. 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.

4. 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.

5. 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.

6. 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.

7. Parental Leave

Upon the birth, adoption, or placement of a child, an employee is entitled to twelve (12) 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 their intent to return to the job. Said employee will be entitled to return to the same job in which they were working.

8. Flex Time and/or Child Care

A flexible time schedule may be established to enable an employee to adjust their 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.

9. 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, their supervisor and the Executive Director. For leaves of two months or more, the employee shall notify the Executive Director in writing regarding their intent to return to the organization.

10. Sabbatical

- a. For purposes of this article, a “sabbatical” constitutes a release with full pay and benefits. Following seven (7) years of full-time employment with MPA and every seven (7) years thereafter, employees may request a sabbatical of up to eight (8) weeks, contingent upon the approval of their supervisor and a Co-Director.
- b. If an employee uses Sabbatical leave, they should make a proposal for an activity that will refresh and renew them, while bringing something back to the organization.

ARTICLE 9

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 will be considered as time worked.

MPA will make every effort to provide professional development opportunities for all employees, including but not limited to workshops, conferences, trainings, and shadowing another staff member. Supervisors must offer at least one (1) professional development opportunity per year. Employees may suggest professional development opportunities to their supervisors.

ARTICLE 10

EMPLOYEES UNION LEAVE

1. Leave for MSEA-SEIU Organization Activities

- a. 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.

2. Leave for Negotiations

- a. 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.

3. Stewards and Chief Stewards

- a. The Union may designate two (2) employees on staff to act as stewards and chief stewards on their behalf. If staff size reaches thirty (30), one (1) additional steward may be added per every additional ten (10) employees on staff. A list of such employees designated as stewards or chief stewards shall be given to the MPA on an annual basis.
- b. 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.

4. Union Meetings

- a. All bargaining unit members shall be allowed one (1) hour per quarter with pay to be used for union meetings. No employer representative may participate in or attend such meetings.
5. MPA and MSEA may negotiate agreements that grant leave time to MPA employees to complete limited-term project work for MSEA.

ARTICLE 11

EXPENSE REIMBURSEMENT

1. Mileage Allowance

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

2. Lodging and Meal Expenses

- a. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals. 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 with receipt.
- b. Travel status shall apply to employees requiring overnight stays or travelling over 100 miles (in each direction) from their home office. For canvass staff in travel status, lunch will be reimbursed up to \$15, with a receipt.

- c. Employees for whom it is a requirement of their job will be reimbursed for coffee or meal expenses incurred as part of meetings with coalition partners or members at an amount determined by their supervisor.

3. Telephone Expenses

- a. 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. Employees may request to increase their reimbursement amount at any time of year if they believe it has changed based on job duties.

% 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.

- 4. All other expenses necessary to one's position and productivity thereof may be negotiated with one's direct supervisor.

5. All reimbursement requests must be approved by an employee's direct supervisor.
6. Reimbursements should be submitted by the 5th of the month following the month the expense was incurred, but no later than sixty (60) calendar days from the date of expense. Reimbursement requests submission deadlines may change times of campaign finance reporting, at the discretion of management. Management must provide at least one (1) month notice of any new submission deadlines due to campaign finance reporting requirements.
7. MPA will strive to pay reimbursements within two (2) weeks of submission by the employee.

ARTICLE 12 **GRIEVANCE PROCEDURE**

1. Definitions and Scope

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

2. Procedure

All grievances and grievance responses shall be in writing and sent via email. 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.

a. **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 their representative shall present the grievance to their immediate supervisor.

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

b. **Step 2 - Co-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 their representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested to the Co-Director. The Co-Director or their representative may meet with the employee and/or their representative and shall provide the employee and/or their representative with their decision in writing within fourteen (14) calendar days of submission or, if a hearing is held, within twenty (20) calendar days of submission.

c. **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 Co-Director the employee and/or their 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 Co-Director.

d. Step 4 – Arbitration

- i. 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 email, personal service or by mailing by registered or certified mail within twenty-eight (28) calendar days of the receipt of the Step 3 decision.
- ii. 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 ten (10) 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.
- iii. 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.
- iv. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties.

3. General Provisions

- a. 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.
- b. 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.
- c. 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.
- d. An aggrieved employee and/or their 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.
- e. 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.

- f. 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 13

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.

MPA will make a good faith effort to resolve safety and health concerns as they arise.

1. Buildings and Workstations
 - a. MPA will work with employees to ensure workstations are ergonomically sound. Upon written request, MPA will provide an adjustable height work station when possible.
 - b. All MPA offices will be heated and air conditioned.
2. Inclement Weather

Staff safety is a priority for MPA, and potentially dangerous weather conditions will be monitored. Work assignments will be amended as necessary. The following conditions will serve as guidelines when determining outdoor workability:

- a. Staff will not be asked to work outdoors when the temperature is:
 - i. The temperature is below 10 degrees Fahrenheit;
 - ii. The temperature is above 100 degrees Fahrenheit;
 - iii. The wind chill falls below 5 degrees Fahrenheit;
 - iv. The heat index is above 104 degrees Fahrenheit.
- b. Weather advisories and warnings (including those for heat, flood, visibility, windchill, etc) will trigger an assessment of weather conditions to determine whether or not outdoor work is appropriate.
- c. During days where outside work is not appropriate, an effort will be made to provide affected MPA employees with safe indoor work that helps to advance the goals of the organization and their department. In the event a work shift must be cancelled, management will make an effort to contact staff at least two (2) hours before the start of the shift.
- d. MPA will provide 5-10 cold weather rain jackets available for use in canvass offices.
- e. MPA will provide an annual \$150 stipend to canvass employees who have completed thirty (30) days of employment and is employed by MPA at any time between November 15th and March 31st, intended to help with purchasing any weather gear they may need.

3. MPA employees who call out of work due to unsafe travel conditions will not be penalized or disciplined, but may be required to use any accrued leave time or take unpaid leave.
4. Canvass Directors will incorporate safety discussions in one on one meetings with canvassers and work to support canvassers who feel unsafe canvassing. Support steps may include: double turfs (canvassing with another canvasser on the same turf), paired canvassing, additional safety training, more frequent check-ins throughout the shift, and additional gear such as personal alarms and other safety devices.

ARTICLE 14
HOLIDAYS

Employees have the following paid holidays:

1. Martin Luther King Day
2. Presidents' Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Friday after November Election
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. December 24 - January 1

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.

On Indigenous People's Day, Maine People's Alliance resolves to support and honor Indigenous people in Maine. Maine People's Alliance commits to every employee spending at least one (1) hour learning about Indigenous history in Maine on that day, through educational

activities coordinated by leadership. Other work activities to support Indigenous sovereignty may be coordinated as appropriate to job responsibilities.

ARTICLE 15

INITIAL EMPLOYMENT

At the time of hire, new staff will be provided with, at minimum, a job description, an organizational chart and decision-making process document, a list of key coalition partners, 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.

1. This orientation will include:

- 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.
- Training appropriate to the position
- Training on MPA's worldview, including racial justice, anti-oppression, and key policy areas

2. This orientation may include:

- A visit to all MPA offices
- Meeting with union steward/representative
- One-on-one with all relevant coalition partners
- Briefer meetings with the rest of MPA staff

ARTICLE 16

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. Hourly employees (including part-time employees working more than twenty (20) hours per week), will be eligible to sign up for health insurance after sixty (60) calendar days of employment.

Coverage takes effect on the first of the month following the date of eligibility and once the application is completed and accepted. MPA pays 100% of the cost of health insurance coverage for all eligible salaried and hourly employees, and part-time employees working over twenty (20) hours. MPA will also pay 50% of the cost of coverage for the spouses and dependents of eligible 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.

During each health insurance coverage period (1 year) no employee will pay more than \$4,500 for an individual or \$9,000 for a family (the previous out-of-pocket maximum). If an employee pays anything above \$4,500 individually/\$9000 for a family for costs covered by health insurance, MPA will pay the difference up to the current policy's out of pocket maximum. Any health insurance costs above \$4,500/\$9,000 up to the current maximum will be paid by MPA.

Full-time salaried employees are eligible to sign up for dental insurance immediately upon employment. Hourly employees (including part-time employees working more than twenty (20) hours per week) are eligible to sign up for dental insurance after sixty (60) calendar days of employment. MPA pays 50% of the cost of dental coverage for all eligible full-time salaried and hourly employees, and hourly employees working more than twenty (20) hours per week, 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, 2019. Full-time salaried employees are eligible to sign up for vision insurance immediately upon employment. Hourly employees (including part-time employees working more than twenty (20) hours per week) are eligible to sign up for vision insurance after sixty (60) calendar days of employment. MPA pays 50% of the cost of vision coverage for all eligible full-time salaried and hourly employees, and hourly employees working more than twenty (20) hours per week, their spouses, and their dependents. MPA pays 50% of the cost of vision coverage for all hourly employees. Vision coverage is voluntary: employees may choose not to participate. If any employee chooses not to receive vision 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.

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.

Long Term Disability Insurance: MPA will provide a fully-funded, long term disability insurance plan for all MPA employees after sixty (60) calendar days of employment. The plan will provide 66% of the employee's salary from the point of disability until eligible for social security.

ARTICLE 17

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 or meetings will be scheduled by a member of management for the employee(s) expressing interest through application.
4. MPA may advertise the position and seek outside applicants after five (5) working days of internal posting.
5. After an interview, MPA must inform internal candidates whether or not they were selected for the position as soon as possible.

6. 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.
7. For all candidate interviews for permanent non-canvasser positions, including management positions, 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 18

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 their job back.

ARTICLE 19

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 20

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 21

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 22

MSEA MEMBERSHIP AND DUES DEDUCTION

1. Union Membership

- a. Membership in MSEA-SEIU is not a condition of employment with the Maine People's Alliance.
- b. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time, including during their first six (6) months of employment, by providing a written request to MSEA-SEIU.
- c. MSEA-SEIU is solely responsible for processing any change to membership status.
- d. MSEA-SEIU shall promptly notify the Maine People's Alliance of any validly executed membership application or request to drop membership.
- e. In the event that the Maine People's Alliance receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.
- f. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

2. Payroll Deduction

- a. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.
- b. The Maine People's Alliance agrees to deduct MSEA-SEIU membership dues, insurance premiums, and contributions to PASER from the pay of those employees, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including

electronic authorizations executed in accordance with Maine's Electronic Signature law, 10 M.R.S. §9407.

- c. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.
- d. A validly executed authorization for payroll deduction is an agreement between the employee and MSEA-SEIU. The Maine People's Alliance agrees that it shall rely solely upon MSEA-SEIU for notice of such authorizations or cancellations or changes thereto.
- e. MSEA-SEIU shall notify the Maine People's Alliance Administrative Director, through the applicable agency payroll clerk, or any such authorizations, cancellations or changes thereto.
- f. It may take up to four (4) weeks to process a validly executed authorization for payroll deduction or cancellations or changes thereto.
- g. Any change in the amounts to be deducted shall be certified to the Administrative Director by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement as soon as practicable but no later than ten (10) workdays after such deductions are made.

3. Indemnification

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

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 their 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 & LIMITED-TERM EMPLOYEES

1. Probation
 - a. All new MPA employees will be considered as probationary for the first ninety (90) calendar days of employment. Employees on probationary status receive all pay and benefits with the exception of eligibility to take any leave time other than vacation, sick, bereavement, and compensatory leave.

- b. 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.
- c. Unless notified in writing otherwise prior to expiration of their probationary period or extension thereof, the employee shall be granted permanent status immediately following such probationary period.

2. Limited-Term Employees

- a. This language does not pertain to interns and fellows, who are limited to a maximum of twenty (20) hours per week for a duration of no longer than one year.
- b. Limited-term employees are eligible for all pay and benefits as they would be if they were hired as permanent employees.
- c. MPA must give MSEA notice of the hiring and intended term of any limited-term employees.
- d. No limited-term employee position can last longer than twelve (12) months.
- e. Upon hire, limited-term employees must be informed of the intended term of their employment.
- f. If at the termination of the limited-term employment period, management and the employee mutually agree that the employee continue employment, time spent as a

limited-term employee will be credited towards any probation the employee would have had to serve.

ARTICLE 25

PERSONNEL FILES

1. An employee may review their personnel file at reasonable times during their 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 their 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 their personnel file.

4. Records of discipline shall not be used for purposes of progressive discipline after they expire: Oral reprimands, written reprimands, and written warnings will expire three (3) months from the date of the occurrence provided that the employee has had no further related disciplinary action since that date, except reprimands and warnings pertaining to instances of harassment, which will expire one (1) year from the date of occurrence. Records of 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

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 their 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 27

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 ($\frac{1}{2}$) hour for lunch during each regular day.

ARTICLE 28

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 29
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 30

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 31

TERM OF AGREEMENT

This Agreement shall be effective from May 1, 2020 through December 31, 2023. 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 32

WORK ASSIGNMENTS

1. 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.
2. Salaried staff shall have their areas of responsibility defined and shall have discretion in the scheduling of their work hours, subject to supervisor approval. Assignments shall be made with a view to an equitable balance of workloads among staff.
3. When possible, two (2) weeks' notice will be given prior to a change in work assignments. A minimum of two (2) weeks' notice will be given to a mandatory change in work schedule.
4. When an employee is assigned temporarily by their 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.
5. 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 their 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.

**In witness whereunto, the Parties hereto have caused this Agreement to be executed
this 1st day of May, 2020.**

*Maine State Employees Association,
SEIU Local 1989*

Maine People's Alliance



Meg Reilly, Chief Negotiator, MSEA



Jesse Graham, Co-Director, MPA



Rachel Ackoff



Bridget Surber, Field Strategy Director, MPA



James Hawkins Howard