

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SPEAK ABOUT IT, INC.

AND

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

DURATION: AUGUST 22, 2022 – JULY 15, 2024

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## **ARTICLE 1 – RECOGNITION AND DEFINITION OF THE UNIT**

Speak About It, Inc. (Speak About It, SAI; Employer) recognizes the Speak About It Labor Union, Maine Service Employees Association, Service Employees International Union (MSEA-SEIU), Local 1989 (Union) as the exclusive bargaining representative for all full-time, part-time and project Employees of the Employer, except for managerial Employees, confidential Employees, guards, and supervisors as defined in the National Labor Relations Act.

Of the classifications established as of the date of this Agreement, the classifications included in the bargaining unit are those classifications listed below. When a new job classification is established, it will be included in the bargaining unit unless it describes an Employee who is a guard or a managerial, confidential, or supervisory Employee. At the request of either party, the parties will meet to bargain the appropriate wage rate for the new classification.

### **Classifications included in bargaining unit:**

Actor-Educator

Managing Actor-Educator

## **ARTICLE 2 – UNION MEMBERSHIP**

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

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

**Checkoff.** The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues and fees and voluntary contributions to Political Action by Service Employees and Retirees (“PASER”) of the Local Union having jurisdiction over such Employees and agrees to remit to said Local Union all such deductions taken from the first payroll period of each month by the second payroll period for each month the deduction was made. Where laws require written authorization by the Employee, the same is to be furnished to the Employer in the form required. No deduction will be made which is prohibited by statute. In the event that an Employee is not on the payroll during the week in which the deduction is to be made or has insufficient earnings for that week, the Employer will make said deduction from the next viable pay check. (The Employer has a reasonable period of time following ratification to implement). The Employer shall remit to the Union at 65 State Street, Augusta, Maine (or electronically) all deductions of dues and agency fees made from the wages of Employees, together with a list of

all Employees from whom dues or agency fees have been deducted. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) lay-off from work, or (d) an agreed leave of absence or disability, or (e) revocation of the “check-off” authorization in accordance with its terms or with applicable law.

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

### **ARTICLE 3 – EMPLOYER PREROGATIVES**

Speak About It (Speak About It, SAI) is committed to its mission, while ensuring the long-term viability and sustainability of the organization. Speak About It always accomplished its goals through the high-level of collaboration between and across departments. Staff input and expertise has always been the driving force of our critical work. Full team participation and input of staff will continue to inform and shape our work at every level. Although full team participation helps to establish our goals and program areas, in order to guarantee the legal and fiduciary roles of the organization, the Employer shall retain the authority, discretion, and flexibility to operate the organization, make day-to-day decisions, and determine the mission, priorities, goals, strategies, tactics, methods, programs, processes, means, organizational structure, and personnel to achieve SAI’s mission and goals.

Except as set forth in other provisions of this Collective Bargaining Agreement, the Employer shall have all sole and exclusive prerogatives reserved to Management that include, but are not limited to: determine its budget; establish standards of service and performance of its Employees, including setting key performance indicators and qualifications, ethical standards, public messaging, security, privacy, data security rules, use of lists, supervise Employees and their work, including training and cross-training; establish performance standards and conduct Employee performance evaluations, and determine the competency of Employees; consistent with applicable equal pay laws and other relevant laws and regulations; hire, appoint, promote, discipline, assign, direct, transfer, or demote personnel; suspend or discharge Employees for just cause; increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons; determine the hours and days, and locations; ensure orderly and effective operations and effective work and work schedules; enforce Employer rules, policies and regulations; take actions deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

Speak About It expects all Employees to perform work to the best of their ability. In the exercise of these prerogatives, Employer shall be the sole judge of all factors involved in the decision, including, but not limited to, efficiency, usefulness, cost, and practicability. Neither the failure of the Employer to exercise any discretion reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such prerogative or a binding precedent restricting Employer’s discretion

#### **ARTICLE 4 – MAINTENANCE OF BENEFITS**

With respect to negotiable wages, hours and working conditions not covered by this Agreement, Speak About It agrees to make no changes without appropriate notice and negotiations with the Union unless such change is made to comply with law, and existing regulations.

#### **ARTICLE 5 – SUCCESSORSHIP**

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

#### **ARTICLE 6 – SEVERABILITY**

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid will remain in full force and effect. In the event of such occurrence, the parties will meet promptly to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid to conform such provision to state and/or federal law. The parties agree to construe the invalid provision according to its original bargained purpose and to agree on a narrowly revised provision that as closely as possible achieves such purpose.

#### **ARTICLE 7 – UNION ORIENTATION**

The Employer 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 8 – LISTS AND NEW EMPLOYEES**

The Employer will provide the Union with an electronic list of the name, home address, personal email, telephone number provided by the Employee, Employee identification number, job classification, pay grade (if any), pay step (if any), wage rate, hire date, and Employee status (i.e. regular full-time, regular part-time, temporary, or independent contractor) for each bargaining unit member as contained in the Employer's Head Quarters (HQ) database. This list will be provided to the Union office on a quarterly basis on a recurring established date. In addition, the Employer will provide the Union with a list of bargaining unit members designated as new hires, transfers, promotions, and terminations including the date of the personnel action. This list will be provided to the Union office in the month following the month in which the activity occurred

by an established date each month. The Union agrees that it will use this information only for Union business and will use reasonable good faith efforts to protect Employee privacy.

## **ARTICLE 9 – JOB DESCRIPTIONS**

Speak About It agrees to maintain current job descriptions for all bargaining unit jobs. Job descriptions must include a description of the responsibilities, required skills, and minimum qualifications for the job. Job descriptions must reflect the skills required by the Employer, and minimum qualifications of Employees in the classification. Job descriptions will be accessible to all Employees. An Employee who believes the job description for their position is not current may request a review of the job description. The Employer will furnish job descriptions to the Union upon request.

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

## **ARTICLE 10 – JOB SECURITY**

**Job Erosion.** The Employer agrees not to utilize supervisors, agency Employees, and/or other non-bargaining unit Employees to perform bargaining unit work in such a manner that may result in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit Employees.

## **ARTICLE 11 – VACANCIES AND JOB POSTINGS**

Notice of vacancies for all positions in the bargaining unit shall be clearly posted with an appropriate description of the position and made available to all Speak About It staff for a minimum of five (5) working days prior to filling the position. Speak About It reserves the right to advertise for the position externally as well.

For the purposes of this Article, a vacancy exists when a new position is created or when Speak About It determines that a vacant position caused by an Employee's severance needs to be filled. The position will be offered to the most senior qualified Employee. Senior qualified shall be determined by those necessary documented skills and experience as established in the written job description. Seniority shall not be the determining factor if Speak About It determines that there is a qualified internal applicant from an under-represented group, and the appointment of the individual would be consistent with Speak About It's goals of promoting diversity, equity, and inclusion.

## **ARTICLE 12 – CASTING**

As Speak About It hires Actor-Educators and Managing Actor-Educators, the organization

is also casting. SAI welcomes diversity of candidates with different lived experiences, including (but not limited to) work experiences, gender identities and expressions, racial backgrounds, sexual orientations, sexual experiences, all body types and sizes, and folks who have lived experience with disabilities and neuro-atypicality. SAI works with high school and college students, so we seek Actor-Educators who are relatable for 16-24 year-olds.

Speak About It casts not only the annual Orientation tours, but individual shows throughout the rest of the academic year. Due to the unique nature of our theatrical and educational work, casting may be based on the demographics of an institution, class, or state, requests from clients or students, or the experiences of Speak About It Employees. Casting decisions and requests will be communicated to Employees with opportunity for discussion

### **ARTICLE 13 – SENIORITY**

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

Bargaining Unit Seniority shall only be forfeited when:

1. An Employee voluntarily quits, retires, or transfers to a position outside the bargaining unit.
2. An Employee does not notify Speak About It of acceptance of recall within ten (10) working days of notice of recall or within fourteen (14) calendar days from the date that notice is sent, whichever is sooner, or return to work within ten (10) calendar days after receiving notification of recall to work unless instructed otherwise by Speak About It.
3. An Employee is not recalled from layoff within the twelve (12)-month recall/right of refusal period.
4. An Employee fails to report back to work at the expiration of a leave of absence or extension Thereof.
5. An Employee is terminated for cause pursuant to this Agreement.
6. Binding notification of any of the above shall be done by USPS mail and email by Head Quarters or the Executive Director.

### **ARTICLE 14 – LAYOFF AND REHIRE**

#### **Definitions.**

“Layoff” means any reduction in the number of individuals working or hours worked in a classification or position. The end of a seasonal offer period does not constitute a layoff. Employees whose seasonal employment period ends are eligible for recall rights. If Speak About It assesses that they no longer have enough work to sustain the current level of staffing during the course of the regular or Post-Orientation season, then the agency will institute the layoffs in the following steps.

**Provide Notice.** The Employer will give the Union and individuals within the affected job classification as much notice as possible but in no case less than thirty (30) days written notice. Notice shall include the programmatic documentation proving there may be a need for a layoff.

**Conduct Collaborative Problem Solving.** The Employer shall meet with the Union to discuss the reason the Employer proposes a layoff and whether it should proceed, including alternatives to it if any are proposed. The meeting will be scheduled within five (5) days of the request. The Union and the Employer shall work in good faith to find mutually agreed alternatives to layoffs.

**Rights of Laid-Off Employees.** Employees will be laid-off in order of least senior to most senior. Employees who are laid off will be offered recall to any available position provided they meet minimum qualifications for the position, or right of first refusal. Recall of Employees will occur in order of greatest to least seniority. However, consideration may also be based, where appropriate, on the needs of the upcoming performances and programs in which case the Employer shall notify the Union of its needs and the parties will work together to ensure the rights of the Employees and the needs of the organization are balanced. Recall will be accomplished simultaneously by e-mail and trackable mail to the Employee's addresses on file with Speak About It. The Employee is responsible for notifying HQ of any address changes. The Employee must accept or reject the position within seven (7) days and report to work within fourteen (14) days of the mailing of the recall notice unless the Employer and the Employee agree otherwise. An Employee's recall and employment rights terminate if the Employee rejects an equivalent job (similar work and rate of pay as the pre-layoff job). A full-time Employee on layoff may elect to work in a part-time position without giving up the Employee's recall rights. While an Employee is working a reduced schedule or in layoff status, new Employees may not be hired without first offering work to Employees on layoff.

## **ARTICLE 15 – EVALUATIONS**

Speak About It has a number of avenues for informal feedback and coaching after programs. Speak About It maintains the right to evaluate the job performance of Employees on an ongoing basis. Periodically, but in no event less than one (1) time in their first ninety (90) days and every one (1) year thereafter, Employees will receive formal performance reviews from their supervisor/Program Director/designee through the Culture of Feedback form. Employees shall have the opportunity to meet with their evaluator and receive a copy of the written evaluation before it is placed in their personnel file. Employees may submit any comments relevant to the evaluation within fourteen (14) calendar days of receipt, which shall be attached to the evaluation. The Employee shall sign the evaluation to signify that they have read it and shall receive a copy of the signed evaluation. Evaluations will not be used in place of discipline but may be used in conjunction with the disciplinary process.

The purpose of the performance evaluation is to identify and discuss areas of strength and areas for growth and any professional development goals, and to facilitate improvement for the benefit of Speak About It and its important mission. The evaluation shall identify goals, development needs, and challenges and shall include a plan for addressing those needs and challenges in the future. The evaluation will also identify the support to be provided in order for the Employee to

progress. The Employee shall have an opportunity to make comments, objections and proposed changes to their goals. The Employee and Supervisor(s) shall meet to discuss the goals. If an Employee disagrees with the final evaluation, an Employee may prepare a written response to an evaluation and have that written response placed in the Employee's personnel file. All Employees are expected to fully cooperate with all aspects of the performance evaluation process.

Employees shall receive a copy of their performance evaluation at least five (5) workdays before meeting with their supervisor(s) to discuss the evaluation. The forms may be edited and updated during or in the five (5) days following the performance evaluation conversation, upon agreement of Employees and their Supervisors. Evaluations are non-disciplinary in nature and no discipline or discharge shall happen in a performance evaluation meeting. Evaluations are not tied to wages or any other monetary payments.

Employees shall also have the opportunity to offer feedback and suggestions to Speak About It. This feedback may be made on an individual, collective, or anonymous basis or through Culture of Feedback meetings. Employees may provide feedback to Head Quarters, report any feedback to the Chair of the Governance Committee of the Board of Directors, or may use an anonymous feedback form to submit feedback. The Board of Directors and relevant Supervisors shall make space for union member's feedback and include the offered feedback in its annual review of Management staff.

## **ARTICLE 16 – PERSONNEL FILES**

**Personnel Records.** An Employee's personnel record includes information relating to an Employee's employment such as applications, written performance evaluations, disciplinary actions, correspondence, and other pertinent information.

Before placing any documentation that is evaluative, disciplinary or which reflects negatively on an Employee into a bargaining unit Employee's personnel file, the bargaining unit Employee shall be informed of or given a copy of the documentation. Bargaining unit Employees may submit a timely rebuttal, which shall be placed in the personnel file with the corrective action. The Employer will make an Employee's personnel file available for the Employee's review and copying within five (5) days of a written request.

The Employer will make an Employee's personnel file or portions of it available for Union review and copying if the information is relevant to representing members of the bargaining unit. The Union will request the relevant documents in writing including a statement of relevance, and provide the Employer with at least seven (7) days' notice. The Employer will provide copies of requested information from personnel records at least seven (7) days prior to any meeting where such information is relevant.

For purposes of corrective action, after eighteen months (18) months, all written and oral reprimands shall not be admissible to establish an element of progressive discipline provided that there has been no repetition of the conduct.

## ARTICLE 17 – DISCIPLINE AND JUST CAUSE

**Just Cause.** No Employee who has completed the initial trial service period shall be discharged or subject to disciplinary action without just cause. The Employer agrees to implement progressive discipline with respect to any disciplinary action. Normally the steps shall proceed from verbal warning to written warning to suspension (or final written warning) to discharge. In appropriate circumstances similar to violent physical conduct or unlawful harassment, suspension or discharge may be imposed in the first instance.

**Timing.** The Employer has fifteen (15) days from the date of an incident or from the date the Employer knew or reasonably should have known of the incident, whichever comes first, to discipline an Employee. If an Employee is traveling for Speak About It work, the Employer shall have seven (7) days from their return for any discipline that is not immediate. This timeframe may be extended by the Employer when additional time is needed due to the leave of absence of the Employee under investigation or by mutual agreement between the Employer and the Union, in writing. Disciplinary action taken after fifteen (15) days is without just cause.

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

**Documentation.** All disciplinary action must be recorded in writing and must state the reason for the action. Supervisors must provide written documentation of disciplinary action to the Employee, and a copy must be placed in the Employee's personnel file. Upon written request from the Employee, the Employer will provide a copy to a Steward designated by the Employee. In the case of a verbal warning, the contents of the warning must be placed in writing. An Employee has the right to respond in writing to any disciplinary notices and have that response incorporated into the record. A verbal or written warning may not be used as the basis for a disciplinary action against an Employee after one (1) year from the date of the action, provided there has not been a recurrence of a similar offense within that time.

In the event that there is a credible allegation or reports of egregious misconduct made against an Employee, Speak About It will confer with the Board of Directors, legal counsel, and the union to determine next steps. Investigations may include an internal investigation, outside investigation, and/or temporary suspension from student-facing work while under investigation.

Discipline for a finding of egregious misconduct may include a determination that suspension or discharge may be imposed in the first instance, or some other remedy mutually agreed upon by the Union and Management.

**Administrative Leave Pending Investigation.** If the organization's initial due diligence determines that there is a possible breach of Speak About It's policies or the law that warrants further investigation, Speak About It will hire an external investigator to complete an

investigation. During an ongoing investigation, the Employee(s) whose behavior or actions are in question shall not participate in student-facing work. The Employer will forward the name of any Employee who is placed on administrative leave to the Union when leave is initiated. The investigation will be concluded as soon as reasonably possible based upon the circumstances surrounding the allegations.

The Governance Committee and Executive Director will determine appropriate next steps based on the outcome of the investigation.

Paid administrative leave will be implemented to investigate cases of serious misconduct in the following manner:

A. if the investigation does not result in a finding of just cause for suspension or termination, then the Employee will be compensated at the scheduled rate category by the Employer for any pre-scheduled hours they were unable to work during the investigation;

B. if the Employer determines that suspension during the investigation is necessary, and the investigation results in a finding for just cause suspension, then days of work missed due to the investigation shall count toward the Employees total suspension period, and paid administrative leave shall not be implemented;

C. if the investigation results in a finding for just cause termination, paid administrative leave for the Employee shall not be implemented.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

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

**B. Principles.** The goal of the parties is to resolve grievances at the lowest level possible. Employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor at any time before filing a written grievance. However, this recommendation does not change the time limits specified in this article for filing a grievance. Grievances may be referred to a higher level or sent back to a lower level by mutual written agreement of the parties.

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

**D. Group Grievances.** The Union, through any Employee who is a Steward or a non-Employee Union representative, may present a group grievance if the occurrence involves more than one

(1) Employee with a similar grievance. Such grievances will be filed at Step 2 of the Grievance Procedure.

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

F. **Grievance Steps.**

Step 1. The worker, with or without their Steward, shall present the grievance orally or in writing to the Head Quarters within twenty-one (21) days of its occurrence, or when the worker knew or by reasonable diligence should have known of its occurrence. Head Quarters shall attempt to resolve the matter and report their decision in writing to the worker and Steward within two (2) working days of its presentation.

Step 2. In the event the grievance is not settled at Step 1, the appeal must be in writing to the Executive Director within fifteen (15) calendar days after the supervisor's response is received. The Executive Director shall attempt to resolve the matter and report the decision in writing to the worker and Steward within fifteen (15) calendar days of its presentation.

Step 3. In the event that a grievance remains unresolved after Step 2, the Employer and the Union may mutually agree to mediation through either Federal Mediation and Conciliation Service (FMCS) or some other mutually agreed upon mediation service. Both parties are committed to resolving issues and dispute with mediation, which is line with the ethos of Speak About It and the Speak About It Labor Union. The Employer commits to engaging in mediation with the commitment and preparation that they would an arbitration.

Step 4. In the event the grievance is not settled at Step 3, the Union may undertake industrial action within ten (10) days, after which time, if no action is taken, the grievance shall be considered withdrawn. Stewards will be granted mutually agreed-upon time off during regularly scheduled office hours to investigate and process grievances and to represent MSEA-SEIU workers in investigatory interviews, upon notice to the Steward's immediate supervisor.

## **ARTICLE 19 – BULLYING AND NON-DISCRIMINATION**

In recognition of the Employer's and the Union's shared commitment to the rights and dignity of all people, and their shared commitment to create a work environment of mutual respect, Management Employees and bargaining unit Employees agree that bullying behavior exhibited by any Employee(s) against (an)other Employee(s) is unacceptable and should not be tolerated. This Article is included in this Agreement to clearly articulate the values of the Employer, the Union and SAI Employees.

**Bullying:** Bullying includes any inappropriate conduct or comment towards an individual that the person knew, or a reasonable person should have known, would cause that individual to be humiliated or intimidated.

Supervisors and/or Managers, and Directors, who receive complaints or have actual knowledge, shall promptly investigate and in coordination with the Executive Director or their designee and shall take appropriate prompt remedial steps to respond to interpersonal misconduct or allegations of bullying or harassment.

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

There will be no retaliation or other adverse action taken by any party against an individual who makes a good-faith complaint, reports an incident of bullying or harassment, or who in good faith provides information in the course of the investigation of such a complaint or report. Both parties agree to encourage any Employee who believes they have been subject to bullying or harassment in violation of this Article to utilize the internal review procedure established by SAI. A bargaining unit Employee may have Union assistance to help file and process such a complaint. If a bargaining unit Employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance. This provision shall not preclude other legal remedies provided by law.

Any Employee found to have engaged in bullying or harassment in violation of this article shall be subject to discipline, up to and including termination.

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

## **ARTICLE 20 – EQUITY, INCLUSION, DIVERSITY AND BELONGING**

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

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

Union or the Employer discriminate against any Employee because of the Employee's non-membership or membership in the Union.

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

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

## **ARTICLE 21 – STAFF PARTICIPATION AND RELATIONS**

Speak About It recognizes the value and necessity of Employee participation in the organization. Employees shall, collectively with the office's leadership, implement the policies and programs of Speak About It.

### **A. TRAVEL**

When travel plans are not confirmed within ten (10) business days of travel, Managing Actor-Educators are empowered to make travel arrangements for their team within a budget provided by Speak About It. Managing Actor-Educators are also empowered to make alternative travel plans for their team when cancellations or unexpected situations occur when a team is on the road. Associated costs shall be paid by Speak About It. Managing Actor-Educators may be asked to or request to book travel for their teams for shows that fall after Orientation tour, in which case a budget will be provided by Speak About It and they may use up to three (3) hours to do so.

### **B. COMMUNICATION WITH SCHOOLS AND ORGANIZATIONS**

Managing Actor Educators will be provided contact information from Head Quarters for contracting schools or organizations ten (10) business days in advance of a performance or program. Managing Actor-Educators will be compensated for up to three (3) hours of preparation time before a performance in order to communicate with a contact, confirm details with Speak About It's Executive Director or Head Quarters, as needed, and communicate details with their team of Actor-Educators. Any time over these three (3) hours will be subject to supervisors' approval. Managing Actor-Educators will be empowered to communicate with contacts during this lead time in order to confirm necessary details such as scheduling, logistical, technology, and space details, and health and safety details. Managing Actor-Educators will be compensated for up to two (2) hours to confer with their Supervisor about any notes. Where the Supervisor has

meetings scheduled with the schools or organizations, Managing Actor-Educators will be invited.

### C. TRANSPARENCY AND COMMUNICATION WITH THE BOARD OF DIRECTORS

Regular and open communication and information sharing will strengthen Employees' ability to effectively carry out Speak About It's mission. The Board of Directors appreciates hearing directly from staff about their work. The Executive Director may invite unit staff to present their work to the Board of Directors.

(a) At one Board meeting per calendar year, the bargaining unit shall be invited to make a presentation related to the work of the organization. The unit will coordinate with the Executive Director on the topics for discussion. All members are invited to attend.

(b) Speak About It shall designate one member of the Board to serve as a Labor Liaison. For the purposes of this Collective Bargaining Agreement, it will be the Chair of the Governance Committee.

### D. HIRING

Consistent with the existing hiring process, the Executive Director or Manager who is leading the hiring process will ensure that at least one Union staff member has the opportunity to participate on every hiring committee. When hiring Management staff, all staff will have the opportunity to give a recommendation and all staff recommendations shall be given serious consideration, especially including both strong positive and negative assessments of a job candidate. Objections contrary to affirmative action principles will not be considered. When participating in hiring, all Union staff and Employees of Speak About It define the timelines for communication so that hiring can move forward with expedience.

### E. DIVERSITY, EQUITY, AND INCLUSION IN HIRING

Consistent with Article "Equity, Inclusion, Diversity & Belonging," when Speak About It seeks candidates for a vacant bargaining unit position, Speak About It will conduct hiring practices in line with the agency's goals of creating diverse candidate pools and will communicate these goals with current staff if staff members wish to engage in conversation about equitable and inclusive hiring practices. Staff are encouraged to promote Speak About It jobs where they feel comfortable in any professional group of which they are members in line with these goals.

## **ARTICLE 22 – HOURLY RATE**

For training held in Portland, Speak About It will offer stipends of \$630/week to Actor Educators and \$665/week to Managing Actor Educators to ensure Employees are not working more than thirty five (35) hours week. Employees will be required to track and record all time worked in accordance with Speak About It policies and the Employee Handbook. If there are additional hours worked over thirty five (35) hours per week during the training period, those will be added to an Employee's stipend at the training rate.

For all other work, Speak About It will pay staff the associated hourly rate for all hours worked. These hourly categories are as follows:

Fall 2022 Hourly Rates:

Travel	\$15
Training: Actor-Educators	\$18
Training: Managing Actor-Educators	\$19
Performances and programs: Actor-Educators	\$28
Performances and programs: Managing Actor Educators	\$32

Spring 2023 Hourly Rates:

Travel	\$15
Training: Actor-Educators	\$19
Training: Managing Actor-Educators	\$20
Performances and programs: Actor-Educators	\$28
Performances and programs: Managing Actor-Educators	\$32

Fall 2023 Hourly Rates:

Travel	\$15
Training: Actor-Educators	\$19
Training: Managing Actor-Educators	\$20
Performances and programs: Actor-Educators	\$30.50
Performances and programs: Managing Actor-Educators	\$33.50

Spring 2024 Hourly Rates:

Travel	\$15
Training: Actor-Educators	\$19
Training: Managing Actor-Educators	\$20
Performances and programs: Actor-Educators	\$31
Performances and programs: Managing Actor-Educators	\$34

## **ARTICLE 23 – BENEFITS**

### A. HOLIDAYS

SAI normally observes the following holidays during the year:

New Year’s Day  
 Martin Luther King Jr. Day  
 President’s Day

Memorial Day  
Juneteenth  
Independence Day  
Indigenous People's Day  
Thanksgiving Day  
Christmas Day

Full time staff's salary is not impacted by observing these holidays. If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday. Full time staff may observe holidays on any one (1) day the week of the holiday, provided it does not impact their work and they seek their Supervisor's approval at least five (5) days in advance. The Executive Director also retains the authority to add observed holidays to this list.

Part-time Employees PTO earned will be made available to Part-Time Employees, so that they can use their earned hours as suits them. Part-time Employees who are not scheduled to work on a holiday are encouraged to use their paid time off during federal holidays and Speak About It will match 2 hours of time used. Non-exempt Employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from the Executive Director.

#### B. PAID TIME OFF (PTO)

Full-time and part-time Employees are eligible for paid time off (PTO). Employees accrue two hours of earned time for each pay period that they work hours. They begin accruing hours as soon as they begin work.

#### C. JURY DUTY

Employees summoned for jury duty may be granted an unpaid leave of absence in order to serve. Speak About It reserves the right to request proof of jury service issued by the Court upon return. The Employee must make arrangements for jury duty leave with their Supervisor and the Executive Director as soon as they receive their summons.

#### D. LEAVE FOR VICTIMS OF VIOLENCE

Under Maine law, an Employee may take reasonable and necessary leave from work when the Employee (or certain relatives of the Employee) is a victim of violence, assault, sexual assault, stalking or any act that would support an order for protection. The leave may be taken to prepare for and attend court proceedings, receive medical treatment, or obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking. The leave may be with or without pay at the discretion of SAI. SAI will not discipline an Employee or deprive the Employee of pay or benefits for taking the leave. However, SAI does not have to grant this leave if granting it would cause undue hardship to the company, if the request for leave is not communicated to SAI within a reasonable time under the circumstances, or the requested leave is impractical, unreasonable, or unnecessary based on the facts then known to SAI.

## E. BEREAVEMENT LEAVE

Part-time Employees are eligible for four (4) bereavement days with pay in proportion to the number of hours they are pre-scheduled to work in the workweek of the bereavement.

Bereavement days may be taken for each instance of a significant loved one, which may include a spouse, parents, grandparents, children, grandchildren, siblings, domestic partner, uncles or aunts or persons for whom there is a deep and significant personal bond akin to the bond that often exists between family members.

An Employee may request additional time, which may be granted at the discretion of Speak About It. Any time taken beyond these hours will be charged as PTO or leave without pay. An Employee may split the time in order to take time at the time of the death and use a portion later when the service/memorial is not held within 5 days of the time of death.

## F. FMLA

Provided that Speak About It is a covered Employer under the Maine Family Leave Law, in accordance with the law, Speak About It will provide an unpaid leave of absence to eligible Employees. Individuals employed by Speak About It for at least twelve (12) months are entitled to take up to ten (10) consecutive weeks of unpaid leave during any two (2) year period for:

- (1) the Employee's serious health condition;
- (2) the birth of an Employee's child or of the Employee's domestic partner's child;
- (3) adoption of a child or the adoption of a child by an Employee's domestic partner;
- (4) caring for the child of the Employee, their domestic partner's child, the Employee's spouse, domestic partner, sibling, or parent who has a serious health condition, or attending to matters resulting from the death or serious health condition of any of the aforementioned individuals that occur while that individual is on active duty with the state military forces or the United States Armed Forces, including the National Guard and Reserves; or
- (5) the donation by the Employee of an organ for human organ transplant.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

Employees must make a request for family leave in writing to HQ at least 30 days in advance of their intended leave, unless exigent circumstances and then as soon as practicable. Certification from a physician, other health care provider, may be required in order to grant a request for leave, to verify the need for the leave, and the amount of leave time necessary.

If an Employee is granted family leave, they will be required to first use any available PTO before taking unpaid leave. PTO does not accrue during a leave under this policy. To the extent that an Employee is also eligible for leave under any other applicable law or policy, such leaves shall run concurrently.

During a leave, an Employee is expected to keep HQ informed of their status and intentions, and to submit additional medical certification if necessary. So that return to work can be properly scheduled and planned for, Employees should provide HQ with at least two weeks advance notice of their intended return to work date. If an Employee is taking leave for their own serious health condition or they donate an organ, they will be required to provide Speak About It with a certification that they are able to return to work. Upon expiration of an Employee's leave and provided that the Employee has provided Speak About It with the proper fitness for duty certification, the Employee will be reinstated to the same or an equivalent position, unless the Employee:

- (a) has given notice of their intent to terminate their employment;
- (b) fail to return to work on the agreed-upon return date;
- (c) are unable, with or without reasonable accommodation, to safely perform the essential functions of their job; or
- (d) if the Employee's position no longer exists for reasons unrelated to their taking leave under this policy. Additional information regarding family medical leave, as well as all necessary forms for requesting and certifying family medical leave, are available from HQ.

#### G. WORKERS' COMPENSATION

On-the-job injuries may be covered by Speak About It's Workers' Compensation insurance policy. This insurance is provided at no cost to Employees. If an Employee is injured on the job, no matter how slightly, they must report the incident immediately to the Executive Director. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize an Employee's claim. Speak About It asks for Employee assistance in alerting Management to any condition that could lead to or contribute to an Employee accident.

#### **ARTICLE 24 – PROFESSIONAL DEVELOPMENT**

Speak About It recognizes the importance and value of professional development for increasing the ability of Employees to perform their jobs at a high standard and to ensure that Speak About It is able to provide the best services to its clients. In light of this, Speak About It is committed to maintaining an annual budget of at least \$500 for professional development. All Employees are entitled to professional development funds. At the beginning of each training period in Portland, Management will discuss professional development funds with Employees and identify areas of interest or need for professional development.

Professional development includes education and training:

- 1) Learning additional Speak About It programs; OR
- 2) complementary to Speak About It's purposes, deemed to be of benefit to the individual's position at Speak About It, and approved in advance by the Employee's supervisor
  - a) There are trainings that are complementary to Speak About It's purposes, but where the boundaries of SAI's work mean that the information is not directly used. Those Professional development opportunities may be approved upon a

Supervisor's discretion. Some examples include medical sex education, reproductive rights training, and domestic violence prevention.

Once a Professional development opportunity is approved, Management will then identify service providers, considering suggestions from Employees, and coordinate the process of setting up professional development opportunities for staff.

If Employees are interested in professional development opportunities that meet the above requirements but go beyond the annual allotment they may make a proposal to HQ for approval by the Executive Director. Proposals will not be unreasonably denied.

## **ARTICLE 25 – SCHEDULING**

### **A. HOURS OF WORK**

Speak About It will notify staff about booked digital work at least two (2) weeks in advance and booked in-person programs and necessary travel at least three (3) weeks in advance. Digital work is training, administrative, or programmatic work done online.

### **B. TRAVEL**

Travel logistics for booked programs will be communicated to Employees with at least ten (10) business days' notice. Any changes in travel outside of the control of Head Quarter's will be communicated as soon as possible using the methods that Employees agree upon to be most impactful.

### **C. COVERAGE**

Actor-Educators and Managing Actor-Educators will keep a scheduling calendar (of a mutually agreed upon format) up to date so Speak About it can schedule work. Staff will fill in their daily availability as soon as they are able, or at minimum, for the following month by the first (1<sup>st</sup>) day of each month. Once a show is confirmed, HQ will alert Employees, and Employees will fill in their hourly availability during the days designated for travel and programs.

If any member of the Bargaining Unit is scheduled for work that they can no longer take with more than ten (10) business days' notice, it is the responsibility of the Actor-Educator to find coverage for the works. Actor Educators and Managing Actor Educators will be paid for up to one and a half (1.5) hours at the training rate to make all reasonable efforts to arrange coverage.

If Actor Educators or Managing Actor Educators need to take a leave for any reason or have an emergency that means they need to find coverage, they are expected to communicate with Head Quarters as soon as they are aware. Actor Educators and Managing Actor Educators will be paid for up to two (2) hours at the training rate to arrange coverage. If they are unable to assist with finding coverage, they will let Head Quarters know and will bill no hours to find coverage.

## D. DEFINITIONS

For scheduling purposes, Speak About It uses the terms “unavailable”, “available”, and “booked” when discussing Actor-Educators participation in scheduled events.

“Unavailable” reflects that an individual is not able to participate in the event for any reason.

“Available” reflects that an individual is letting Speak About It know that they have the time free for the event but are not bound to participate and, thus, are free to take other jobs or make other plans for that time. If availability changes, Speak About It requests to be updated so decisions about booking can be made with updated information.

“Booked” reflects that an individual is confirmed by HQ and is expected to attend/work the event in question and, thus, can expect compensation for it. If they are unable to attend for whatever reason, they are no longer eligible for pay and are expected to alert Speak About It with reasonable time and may be expected to find a replacement for the event.

## **ARTICLE 26 – SCHEDULING: LAST MINUTE CHANGES OR CANCELLATIONS**

In recognition of the work/life balance of Employees and their need for advance notice of schedule changes, Speak About It agrees to compensate Employees in accord with the following circumstances when last-minute changes or additions to the schedule occurs.

### A. CANCELLATIONS

Employees are entitled to full pay for cancellation of performances and programs within ten (10) business days leading up to the scheduled work, unless such cancellation is due to fire, flood, or other similar catastrophe or national emergency. In this case, the rate of pay will be half of the performance rate. In case of any COVID cancellation, the Employees are entitled to half their scheduled pay and are first to be offered the rescheduled work.

Cancellations of hours of work within fifteen (15) business days prior to scheduled work will be paid at half the associated rate (training or performances and programs).

### B. SHORT NOTICE FOR ADDITION OR CHANGES TO SCHEDULE

When Speak About It, with less than five (5) business days’ notice, makes changes to previously scheduled trainings or meetings, or schedules a new training, meeting, or performance evaluation for staff, the Employer will pay staff an additional hourly differential of \$4 per hour worked.

### C. DAY RATES GUARANTEED FOR HOLDING FULL DAYS

If staff are asked to hold full days, they will be compensated for a full seven (7) hours of pay at the training rate or the actual number of hours worked, at their regular rate, whichever is greater.

## **ARTICLE 27 – HEALTH AND SAFETY**

1. SAI is committed to providing all Employees with a safe, healthy, and injury-free workplace and shall comply with all health and safety standards established by applicable state and federal OSHA laws.
2. Employees are expected to observe all of the Agency's safety practices and protocols, exercise caution in all work activities, and immediately report all accidents and unsafe or unhealthy conditions to their supervisor.
3. Serious incidents in the workplace: The Employer will provide individualized support on a case-by-case basis for Employees impacted by serious incidents in the work place including, but not limited to, serious work injury, work-related death of a co-worker, suicide of a co-worker, experiencing a violent attack or abuse, active weapon situation, or any other incident that may cause direct or vicarious trauma to the Employee. Employees suffering workplace injury/trauma may request temporary paid leave from the Executive Director, or their designee, upon certification from their medical provider that they are unable to return to work. For the purposes of this article, a workplace includes any Speak About It office, venues where Employees rehearse or perform Speak About It programs, any travel booked by Speak About It (including car travel), or accommodations provided by Speak About It.
4. The Employer shall provide safety information and training during orientation as well as periodic workplace safety training concerning safety and health hazards, safe work practices, and procedures to eliminate or minimize hazards. Upon request, safety trainings, written materials, guides, and protocols shall be provided to staff members in languages other than English.

## **ARTICLE 28 – RIGHTS OF NURSING PARENTS**

For an Employee who is a nursing parent, the Employer shall for three (3) years after the birth of a child:

- 1) provide adequate paid break time, according to the needs of the nursing parent, each day to express breast milk for their nursing child.
- 2) upon return from parental leave, the nursing parent will meet with their supervisor to determine appropriate scheduling to meet the needs of the nursing parent.
- 3) shall provide a clean room or other location, other than a bathroom, where an Employee may express breast milk in privacy. When an Employee traveling for work, Speak About It will make all reasonable efforts to ensure a clean room is provided for nursing parents.
- 4) an Employee shall not be required to combine their lunch break with their pumping break.

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

## **ARTICLE 29 – LEAVE TO OBTAIN MEDICAL CARE**

Speak About It recognizes the importance of reproductive rights and access to abortion for its Employees. Given this, Speak About It supports its Employees access to reproductive health services, including services relating to pregnancy or the termination of a pregnancy.

Employees seeking reproductive health services will be granted an unpaid leave of absence in order to obtain services, for travel required to obtain these services, and in order to recover from any procedures associated with these services.

Speak About It expects Employees to communicate their need for a leave of absence with HQ or the Executive Director as soon as possible. Employees will not be expected or required to share personal health details beyond information required to communicate that they need the leave.

## **ARTICLE 30 – DURATION**

This Agreement shall be effective starting August 25, 2022, and shall remain in effect through July 15, 2024. This Agreement cannot be altered, amended, modified, or waived unless executed in writing between the parties.

**APPENDIX A – GRIEVANCE FORM**

Name of Employee: \_\_\_\_\_

Classification: \_\_\_\_\_

Program: \_\_\_\_\_

Immediate Supervisor/Program Director: \_\_\_\_\_

Statement of Grievance:

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

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

Adjustment Sought:

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

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

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

Date Presented to Speak About It Representative \_\_\_\_\_

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

Disposition of Grievance

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

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

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

**Copy to Head Quarters**

**Copy to Union**

## **MEMORANDUM OF UNDERSTANDING (MOU) – COVID-19**

*Duration: 6 months from date of contract ratification*

*One month prior to the expiration of this MOU, Speak About It and the Union will meet and come to a mutual agreement on whether the MOU will be extended.*

### **COVID-19 Safety**

1. Staff are expected to conform to Speak About It's vaccination requirement and booster acknowledgement policy. Should CDC guidelines change, Speak About It will amend agency policy to reflect federal health recommendations. Staff will be provided adequate written notice of any Speak About It COVID policy changes.
2. Speak About It will provide KN95 or similar masks to staff during orientation and/or training as well as when staff are performing live performances in front of audiences.
3. Speak About It will provide Employees access to two (2) COVID rapid tests each week while Employees are traveling for performances.
4. Staff who test positive for COVID while traveling for performances will be provided with separate lodging, paid for by Speak About It, for the duration of their quarantine per CDC guidelines.

### **COVID-19 Sick Leave**

Speak About It will provide paid leave for up to 35 hours for Employees, pro-rated in an amount equal to the hours that they are prescheduled to work in the workweek that necessitates the need for leave. COVID leave hours shall be paid in the category associated with their pre-scheduled work time: scheduled travel and training during an Employee's leave shall be paid at the travel and training rates while performances and programs will be paid at the program rate.

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

The Employee is:

1. subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. caring for an individual subject to an order described in (1) or who has been advised as described in (2);

5. caring for a child (aged 14 or younger, or in the case of special circumstances, a child aged 15-17) because the school or place of care for that child has been closed, or the childcare provided for that child is unavailable due to COVID-19 precautions (and no other suitable person is available to care for the child during the requested period of leave);
6. obtaining a COVID-19 vaccine;
7. recovering from an injury, disability, illness, or condition related to the COVID-19 vaccine;
8. seeking or waiting on a diagnostic test or medical diagnosis for COVID-19; or
9. experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services. Speak About It may require documentation to verify the necessity of such leave, including a doctor's note, proof of testing results, quarantine order, or school closure notice.

Frankie St. Amand                      9/2/2022

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For MSEA-SEIU                      Date

*Olivia Harris*                      9/6/2022

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For Speak About It, Inc.                      Date