

JOINT INTRODUCTORY STATEMENT TO COLLECTIVE BARGAINING AGREEMENT

The parties to this Collective Bargaining Agreement affirm the commitment of Home Care for Maine and the Maine State Employees Association, Service Employees International Union, Local 1989, to maintain a partnership based on principles of mutual respect, courtesy and dignity.

We acknowledge that this is a unique employer-employee relationship that also requires collaboration with consumers and their family members. It is our intent to create an atmosphere where those same principles of respect, courtesy and dignity apply to all of those partnerships.

On Behalf of Home Resources of Maine, Inc., d/b/a Home Care for Maine

On Behalf of MSEA, SEIU Local 1989

ARTICLE 1 – PARTIES TO THE AGREEMENT

This Agreement is entered into between the Maine State Employees Association, Service Employees International Union, Local 1989 (Union) and Home Resources of Maine Inc., d/b/a Home Care for Maine (Employer).

ARTICLE 2 – RECOGNITION

- 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all employees included in the bargaining unit.
- 2.** 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 3 – SEVERABILITY

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final arbitration decision, or is made illegal by change in law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, 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 4 – NO STRIKE/NO LOCKOUT

- 1.** During the term of this Agreement, the Union, its members and representatives agree not to engage in, authorize, sanction or support any strike, slowdown or other acts of curtailment or work stoppage.
- 2.** The Employer agrees that, during the term of this Agreement, it shall not cause or initiate any lockout of Employees.

ARTICLE 5 – UNION RIGHTS

1. Orientation: The Union shall be notified of orientations and allowed to have access to do a presentation for participants at lunchtime or directly at the end of orientation. The Union shall notify the Employer in advance of orientation who will attend. The Employer shall notify the Union if any orientation is cancelled.

2. Area Meetings. When an area meeting or training is scheduled for represented employees, the Union shall be invited to make a presentation at a mutually agreeable time about the organization, representational status, and union benefits and to distribute and collect membership applications. The Employer shall notify the Union if any area meeting is cancelled.

3. Employee Lists and Information. By the fifteenth (15th) calendar day of each month, the Union shall receive a list of all current Employees' name, address, telephone number, social security number, hours worked, gross pay, and any additional items as may be specified in other Articles of this Agreement. The list will be provided in an agreed-upon format and transmitted electronically.

4. Liability. The Union shall indemnify and hold the Employer or designee harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer or designee for the purpose of complying with the provisions of this Agreement.

5.. List of Union Representatives. The Union shall provide the Employer with a list of the names of authorized Union staff representatives and elected officers, and shall update those lists as necessary.

ARTICLE 6 – LABOR-MANAGEMENT COMMITTEES

1. The parties will establish a Labor-Management Committee to deal with day to day problems or concerns regarding the workplace, or other matters assigned to the committee.
2. There will be a total of up to four (4) representatives appointed each by the Union and management. The committee will be co-chaired by the Union and management. The chairs will agree on an agenda before each meeting.
3. Meetings may be held quarterly, although either chair may call special meetings with the concurrence of the other chair.
4. The Employer agrees to compensate employees who are committee members for up to two (2) hours of pay at the employee's standard rate of pay for each meeting held during the year. The Union shall compensate employees who are committee members for any applicable mileage accrued in travel to and from the meetings.

In the event that a committee meeting is scheduled at a time that conflicts with an employee's regularly scheduled hours, the employee shall notify their scheduler and/or supervisor at least two weeks in advance to accommodate an appropriate change in their work schedule. Such requests shall not be unreasonably denied. Such requests may be denied if the worker and scheduler are unable to reschedule his /her consumer visits due to operational needs.

5. Any action taken by the committee will be by mutual agreement. The Committee shall have no authority to add to, delete from or modify this agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

1. Definition and Scope

- a. Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article.
- b. For the purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement.

2. Procedure

- a. **Step 1:** Within ten (10) working days after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that he/she has a grievance, the employee and/or his/her representative shall present the grievance in writing to his/her supervisor. The supervisor shall be responsible to taking such steps as are

advisable, including consultation with superiors with authority to resolve the grievance, in an effort to resolve the grievance.

- b. **Step 2:** If the grievance is not resolved within ten (10) workdays of submission at Step 1, within five (5) workdays thereafter the employee and/or his/her representative may present the grievance in writing, to the Chief Executive Officer (CEO) with a copy to the Program Director. The written grievance shall state the nature of the grievance, shall identify any Articles of this agreement believed to be germane to the grievance, and the remedial action requested. The CEO or his/her representative may meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with his/her decision in writing within ten (10) workdays of submission or, if a hearing is held, within fifteen (15) workdays of submission.
- c. **Step 3a:** If the grievance is not resolved at step 2, then prior to proceeding to Step 3b, the Union and the Employer agree to mediate the grievance through mediation provided by the Federal Mediation and Conciliation Service. In the absence of agreement on a mediator, Step 3b shall be used.
- d. **Step 3b:**
 - i. In the event a grievance is not satisfactorily resolved at Step 3a of the grievance procedure and the Union wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the CEO or his/her designee within twenty (20) days after the parties have met to mediate the grievance. The parties shall confer within ten (10) days to select an arbitrator. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedure, rules and regulations of that Association.
 - ii. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.
 - iii. The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the Union, the Employer and any and all affected unit members.
 - iv. An arbitrator may, through an award, make the grievant(s) whole where appropriate to remedy a violation of the Agreement but the arbitrator may not award other monetary damages or penalties.
 - v. If a unit member is re-appointed at the direction of an arbitrator, the chief administrative officer may reassign the unit member

during such reappointment to a mutually agreed-upon alternative assignment.

- vi. Any cost incurred for an arbitration procedure shall be shared equally between the parties.

ARTICLE 8 – EMPLOYEE ORGANIZATION LEAVE

1. Leave for MSEA organization activities

The Employer shall, when possible, grant administrative leave with pay, for normal working hours of the day for which leave is granted only, for a maximum of one employee for every fifty (50) employees or fraction thereof, who are MSEA members and are delegated by the Union as councilor delegates to attend the MSEA annual meeting, it being agreed by the parties that this leave be granted for a maximum of one (1) day; for a maximum, if applicable, of one employee for every fifty (50) employees or fraction thereof who are MSEA council delegates or alternates to attend a maximum of four (4) caucus meetings annually. In the event the Union should deem it necessary to hold additional caucus meetings, during the annual period of time referred to above, then subject to mutual agreement of the Employer and the Union, administrative leave with pay may be granted for a maximum of one for every fifty (50) employees or fraction thereof MSEA delegates to attend area caucus meetings, if such leave is applicable. The Employer shall grant administrative leave, if possible, for any member who is an officer of the Union to attend MSEA meetings.

It is understood by the parties that the ability of the Employer to grant such paid leave as provided herein is subject to operational conditions, and that extenuating budgetary circumstances may lead to circumstances where paying for such leave is not feasible. The Union will, to the extent possible, seek to minimize the cost impact of such leave on the Employer. Such action may include but is not limited to holding annual and caucus meetings, when possible, during evenings or weekends. The parties agree to discuss such circumstances in good faith in a timely fashion and on a case-by-case basis at the request of either party. It is further understood by both parties that an inability in certain cases to provide pay for such leave does not diminish the responsibility of the Employer to provide unpaid leave as an alternative.

The Union shall provide the Employer annually its schedule of area caucuses and Annual Membership meeting as soon as prepared. Requests for administrative leave under this provision shall be made in advance. Where practical, such request shall normally be made at least two weeks in advance. Where such is not practical, the parties will make every effort to accommodate each other's interest.

2. Leave for Negotiations

Employees who are members of the MSEA bargaining team (whose numbers shall not exceed four (4)) shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement.

The Union shall give at least seventy-two hours notice to the Program Director or CEO of the names of those bargaining team members who will be attending particular bargaining sessions. The Union recognizes that exceptional circumstances might preclude the release of an individual on a particular day. Members of the MSEA bargaining team shall be responsible for contacting their schedulers or supervisors individually to make such alternative schedules or arrangements as may be necessary and/or appropriate to accommodate their participation in negotiations, such leave being in all cases subject to operational needs.

The parties agree to make every effort possible to minimize the impact of negotiations on the Employer's operational needs and responsibilities to their consumers and clients, such efforts including but not limited to holding negotiating sessions during evening or weekend hours. It shall be the responsibility of the parties prior to commencement of future negotiations to discuss these arrangements.

No additional compensation shall be paid if negotiations extend beyond the end of an employee's normal work hours.

3. Travel Time

Leave provided in sections 1 and 2 of this Article shall apply to and cover actual and necessary travel to and from such meetings required during normal working hours on the day of the meetings or negotiations, except that MSEA bargaining team members traveling 100 miles or more to negotiations shall be entitled to travel time outside of days of negotiations.

ARTICLE 9 – COACHING AND DISCIPLINE

1. No employee of Home Care for Maine shall be coached or disciplined without cause.
2. The parties recognize and agree that the safety and security of the consumers must take priority in all situations.
3. While the parties agree that generally the principles of progressive discipline will be followed, the parties also acknowledge that the Employer may commence discipline at any stage of the progressive discipline process depending on the nature and severity of the offense.

4. Employees have the right to representation by a designated Union representative at any stage of the disciplinary process. If the employee feels that a coaching session could result in disciplinary action, he/she have a right to Union representation.
5. An employee whose performance has been found to be unsuitable may be coached for improvement by their supervisor. For the purposes of this Agreement, “coaching for improvement” shall mean a joint agreement between the Employer and the employee that focuses on ways in which the employee can resolve the act or actions that caused such coaching to be initiated without necessitating a written or oral reprimand, suspension, or termination. It is understood by the parties that under the principles of progressive discipline, repeated coaching may be grounds for further disciplinary action.
6. During a coaching session, the employee and their supervisor will work together to resolve performance issues and agree upon a timeframe for improvement to take place.
7. If the employee does not make the improvement within the agreed upon timeframe, he or she will meet with the supervisor to develop a detailed Corrective Action Plan. A Corrective Action Plan shall state why the employee’s conduct is unsatisfactory, how the employee will resolve the problem, what support shall be available to the employee during such period of resolution, and the period of time within which the situation will be remedied. The Corrective Action Plan will be placed in the employee’s personnel file and a copy shall be provided to both the employee and the Union. The employee and/or his/her representative may respond in writing to the Corrective Action Plan and these responses will also be placed in the personnel file.

If a Corrective Action Plan or Plans have not adequately resolved unsuitable performance issues, a Final Corrective Action Plan may be issued, which shall serve as notice to the employee that further discipline may be in the form of suspension or dismissal. Copies of any Final Corrective Action Plan shall be placed in the employee’s personnel file, as well as provided to the employee and the Union.

8. Should the Employer determine that suspension or dismissal may be appropriate, the employee and the Union shall be notified by telephone, with written notice being sent to both the employee and the Union by certified mail within five (5) working days. The conduct for which the action is being imposed and the action to be taken will be specified in both the verbal and written notices.

9. Every effort shall be made by the Employer to ensure that a meeting takes place between the Employer, the employee, and his/her union representative if desired. If such meeting cannot take place within five (5) workdays of the imposition of suspension or dismissal, the employee has the right to request a telephone conference between the employee, his/her union representative if desired, and the Employer in lieu of a physical meeting.
10. All rights, timelines and provisions of the Grievance Procedure Article of this Agreement shall apply to the employee's right to appeal any action taken under the provisions of this Article.

ARTICLE 10 – LEAVE

1. Leave of Absence

Leaves of absence without pay or emergency leave without pay may be granted at the discretion of the CEO, or Program Director, and in compliance with state and federal law. Employees shall request a leave of absence by telephone or in writing, stating the reason for the leave, and shall specify an intended date of return. The Employer will send forms requesting full information regarding your leave which must be returned in a timely fashion.

Employees may be granted up to 12 weeks of unpaid leave. If an employee has not returned after 12 weeks, he/she will be considered inactive and may be terminated. Eligible employees may reapply.

2. Family Medical Leave Act

It is the Employer's policy to grant up to twelve (12) weeks of family and medical leave during any rolling 12-month period to eligible employees, in accordance with the Family Medical Leave Act of 1993 (FMLA). In addition, the employee must have worked 1,250 hours in the twelve (12) month period preceding the commencement of the leave. The FMLA provides eligible employees with up to 12 weeks unpaid, job-protected leave a year due to the birth of a child, the adoption of a child or the serious health condition of the employee or the employee's parent, child or spouse or domestic partner.

To be eligible for FMLA, an employee must have completed twelve (12) months of employment with the Employer, comply with all federal requirements, and adhere to the Leave of Absence Policy.

Employees must give notice that she/he intends to take the FMLA leave thirty (30) days before the leave is to start, or, if the need for leave is unexpected, as soon as is practical. A Certification of Health will be required when the employee is requesting leave due to a "serious health condition."

Requests for a family medical leave must be made in writing using the appropriate forms obtained through the Employer. The CEO or Program Director will notify the employee requesting FMLA in writing whether or not the leave will be designated as FMLA leave.

3. Civic Duty Leave

The Employer recognizes the responsibility of each individual to perform civic duties when called upon. Any employee called upon to serve jury duty will be granted the necessary leave time.

4. Military Leave

Leave will be granted as required by law so an employee may continue their status in the military reserve, active duty, or the National Guard.

If employee(s) are called into active duty, the employee's position with the Employer will be held as provided for in the Uniformed Services Employment and Reemployment Rights Act.

5. Inactive Status

Any employee who is inactive for three (3) months will be considered as a voluntary termination and may be deleted from the Employer's payroll, unless granted specified leave from their supervisor.

If an employee has been inactive for three (3) months but had requested a leave of absence (medical, military, etc), leave will be granted following Federal and State mandates.

Recognizing that some staff winter in warmer climes or take the summers off, those employees will be granted up to six (6) months leave for the purpose. He/she will be placed as inactive in the Care Keeper and in the payroll system.

ARTICLE 11 – MILEAGE AND PAID TRAVEL TIME

1. Reimbursement for Travel Expenses

Employees will be reimbursed for any mileage required while performing your job at a rate which is established by the Employer's Board of Trustees. The Union shall have the right to a hearing before the CEO and one other member of the management team if it determines the mileage rate is not sufficient to adequately compensate employees for use of their vehicles. The employee's supervisor will inform employees of the current rate per mile. Mileage shall accrue beginning from the consumer's home, to any appointment, errand, etc., and back to the consumer's home. It is the duty of the

employee to document applicable mileage on the proper line of the timesheet for the consumer.

The Employer does not expect employees to drive more than any authorized miles, nor shall the Employer expect employees to provide transportation or errand services for consumers who do not have authorized miles in his/her Service Plan. When a consumer's Service Plan includes errands, appointments, etc., the employee's supervisor will inform the employee of this as well as the number of miles authorized for that consumer. Employees will not be reimbursed for miles above the authorized amount or for mileage incurred when driving for errands, etc., for a consumer who does not have authorized mileage. In addition, the Employer will authorize the number of trips per week a consumer may have. All of this information shall be included on the consumer's Service Plan.

2. Paid Travel Time

Employees will be paid for time driving from one consumer directly to the next consumer. The wage for travel time will be established by the employer, but shall be no less than the amount paid as of June 10, 2009. Paid travel time does not apply when there is at least 15 minutes or more of personal time between consumers after the travel time is accounted for.

Example: An employee is scheduled to leave Consumer A at 10:00am. The employee is scheduled to be at Consumer B at 10:45am and it takes 10 minutes to drive to Consumer B from Consumer A. The employee will not be paid travel time between the consumers since there was at least 15 minutes or more of personal time. The Employer encourages employees to schedule consumers close together to qualify for paid travel time.

Paid travel will be automatically paid for those employees with travel time 30 minutes or less. If the employee's travel time is over 30 minutes when driving directly from one consumer to the next the employee will not be automatically paid. In order to be paid for travel time the employee will need to fill out the paid travel time form with the total minutes it took to drive. Only those scheduled to travel over 30 minutes between consumers will be issued the travel form with the timesheets. Paid travel time forms must accompany timesheets when sent to the office to be processed for pay.

ARTICLE 12 – WAGES

Effective July 1, 2009, employees base hourly wage will increase by 2% per hour.

Within twenty-five (25) calendar days of the end of each calendar quarter, the Employer shall provide the Union with a report of the reimbursable hours worked by employees for each month of the previous quarter.

The Parties agree to reopen negotiations over wages, as addressed in this Article 12, if, as of July 1, 2010, the number of reimbursable hours worked by unit members exceeds four hundred thirty thousand (430,000) for the previous twelve months. Such negotiations may be scheduled to begin thirty to forty days prior to July 1, 2010, if the projection of reimbursable hours worked by employees after ten months suggests that the four hundred thirty thousand hour threshold number will be reached. The negotiations will be limited to (1) a possible bonus payment to employees who are actively employed (on the active payroll) as of June 30, 2010, and (2) a possible future increase in the base hourly wage.

The Parties agree to reopen negotiations over wages, as addressed in this Article 12, if, as of July 1, 2011, the number of reimbursable hours worked by employees exceeds four hundred forty thousand (440,000) for the previous twelve months. Such negotiations may be scheduled to begin thirty to forty days prior to July 1, 2011, if the projection of reimbursable hours worked by employees after ten months suggests that the four hundred forty thousand hour threshold number will be reached. The negotiations will be limited to (1) a possible bonus payment to employees who are actively employed (on the active payroll) as of June 30, 2011, and (2) a possible future increase in the base hourly wage.

ARTICLE 13 - UNION SECURITY

Any employee who on the effective date of this Agreement is covered by the Agreement and is not a member of the Union shall, as a condition of employment, within thirty (30) days after implementation of this Agreement be required to choose from the options of membership in the Union or payment to the Union of a service fee equal to their pro-rata share of the costs to the Union of collective bargaining, contract administration, and the adjustment of grievances. Any employee who after the effective date of this Agreement becomes covered by the Agreement and is not a member of the Union shall, as a condition of employment, within one hundred twenty (120) days after such conditions are met be required to choose from the options of membership in the Union or payment to the Union of a service fee equal to their pro-rata share of the costs to the Union of collective bargaining, contract administration, and the adjustment of grievances. The Union shall determine the amount of the service fee to be charged to non-members, consistent with applicable law, and shall notify the Employer of the amount of the service fee. The amount cannot exceed the amount paid by Union members. The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of such fees shall be placed in an interest-bearing escrow account.

Employees may elect to have their dues or representation fees deducted from their pay. Those employees must request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the Employer will forward all such collections to the designee of the Union on a biweekly basis. The Union shall indemnify, defend, and hold the Employer harmless against all suits and claims which may arise by reason of any action regarding deductions of said dues or fees and remitting the same to the Union pursuant to this Section, provided that nothing herein

shall require indemnification for any intentional deprivation of an individual's constitutional rights by the Employer.

The employee shall be responsible to notify the Union of his or her current employment status. The right to join the Union shall be determined by the Union's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in the Union or service fee payment as follows:

- a. Employees may change their status from service fee payer to Union member, or from Union member to service fee payer, at any time;
- b. Employees may also start or eliminate their payroll deduction for Union dues or for the service fee at any time.
- c. Employees who wish to eliminate payroll deduction must tender their dues or service fees directly to the Union.
- d. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (a) through (c) above, the employee must provide written notice to both the Union and the employee's payroll officer. The Union and the payroll officers shall promptly notify one another that an employee has provided written notice of a requested change, providing identifying information regarding each such employee. It may take up to four weeks for the requested change to take effect.
- e. Employees who average under 8-hours-per-week of regularly scheduled work will notify the Union if they choose to be excluded from this article. Employees must re-notify the Union as of January 1 each year thereafter to continue to receive the exemption.

ARTICLE 14-INSURANCE

1. The Employer shall provide information on SEIU's health and dental insurance plans to all new employees within 30 days of hire. MSEA-SEIU will provide a one-page notice, which will include a link to MSEA-SEIU's website for more information, and will be posted on the HCM website.

In addition, the Employer shall post on the Employer's website a link to the MSEA-SEIU website with the message: For more information about MSEA-SEIU, including information on health and dental insurance plans, visit www.mseaseiu.org or call 1-800-452-8794.

2. The Employer and Union may mutually seek funding for an Employer health care premium contribution. Upon obtaining such funding, the parties agree to negotiate a Memorandum of Understanding in regard to terms and conditions of the health care benefit.

ARTICLE 15-MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours, and working conditions not covered by this Agreement, the Employer agrees to make no changes without prior consultation and negotiation with MSEA-SEIU, except that the Employer reserves the right to unilaterally increase individual worker's hourly wage based on operational needs.

ARTICLE 16-ADDITIONAL FUNDING

If additional funding or revenue is received through legislation or other sources, the negotiations over cost items in the contract shall be re-opened if requested by the Union

ARTICLE 17-WORK SCHEDULES

1. While it is recognized that work schedules for employees vary throughout the organization, schedules shall be communicated to employees with reasonable notice.
2. Employees shall be given reasonable notice of territory and scheduler changes.
3. Employees shall give at a minimum two weeks' notice for planned time off. If time off is requested with less than two weeks' notice, except for illness or emergencies, the Employer will make a good-faith effort to find a fill-in for and grant such requested time off.

ARTICLE 18-WORK RULES

The Employer may change or adopt work rules during the term of this Agreement but such change or adopted work rules shall not be inconsistent with the terms and provisions of this Agreement. Whenever such work rules are changed or adopted, they shall be distributed to employees seven (7) days before they are to become effective. Simultaneously with such mailing a copy of same shall be forwarded to MSEA-SEIU. Upon request by MSEA-5EIU within fifteen (15) calendar days of receipt, the Employer will engage in impact bargaining with MSEA-SEIU on the proposed change or new rule.

ARTICLE 19-PAID TIME OFF (PTO)

The Employer and Union may mutually seek funding in order to establish Paid Time Off (PTO) for employees. When such funding is obtained the parties agree to negotiate a Memorandum of Understanding in regard to terms and conditions of the PTO program. This Article is conceptual in nature and is not subject to the Grievance process.

ARTICLE 20-TRAINING

The Employer and Union may mutually explore training program opportunities for employees, including studying an apprenticeship-training program through the Department of Labor. If it is determined such a program is practical and reasonable it may be established for the benefit of the employees and Employer. The Union agrees to do the research and exploration with minimal involvement of the Employer. This Article will not be subject to the grievance process.

ARTICLE 14-21- TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2009 through June 30, 2011, unless otherwise specifically provided herein. Either party shall give sixty (60) days' written notice, prior to the expiration of this Agreement, of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

At such time as the Employer may experience a substantial change to any contract they service, for example through an increase in funding or a cessation of the contract being awarded to the Employer, either party may give thirty-days notice of intent to negotiate successor Articles for Article 10 – Leave, Article 11 – Mileage and Paid Travel Time, and Article 12 – Wages of this Agreement. Such negotiations shall commence not less than thirty (30) days prior to the effective date of implementation of any such change.