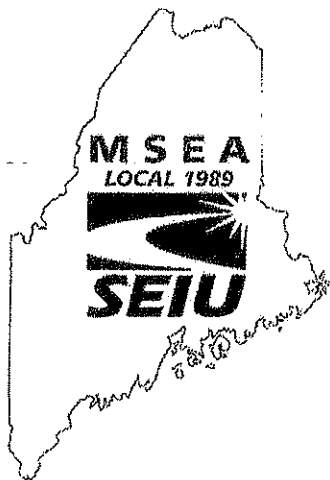


2016 Collective Bargaining Agreement
Between
Home Resources of Maine, Inc.
d/b/a
Home Care for Maine
And
The Maine State Employee's
Association

MSEA-SEIU local1989



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Table of Contents

Joint Introductory Statement	1
Article 1 Parties to the Agreement	1
Article 2 Recognition	1
Article 3 Severability	1
Article 4 No Strike/No Lockout	2
Article 5 Union Rights	2
Article 6 Labor Management Committees	2
Article 7 Grievance Procedure	3
Article 8 Employee Organization Leave	5
Article 9 Coaching and Discipline	6
Article 10 Leave	7
Article 11 Mileage and Paid Travel Time	8
Article 12 Wages	9
Article 13 Dues Deduction	9
Article 14 Insurance	10
Article 15 Maintenance of Benefits	10
Article 16 Additional Funding	11
Article 17 Work Schedules	11
Article 18 Work Rules	11
Article 19 Paid Time Off (PTO)	11
Article 20 Training	11
Article 21 Terms of Agreement	12



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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

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 Personal Support Specialists (PSS) and Homemakers in programs administered by Home Care for Maine.

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. **Area Meetings:** Home Care for Maine will notify the Union at least two weeks in advance of time and location of area meetings and training. The Union will make its own arrangements to meet with represented employees either before or after the meeting.
2. **Employee Lists and Information:** By the Monday of the week following the bi-weekly payroll, 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.
3. **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.
4. **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, 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:** 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.
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. Any cost incurred for an arbitration procedure shall be shared equally between the parties.

Contact Information for union: Maine State Employees Association
65 State St.
Augusta, ME
207-622-3151
www.mseaseiu.org

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, other than new employees during their probationary period, shall be disciplined without cause.
2. The parties recognize and agree that the safety and security of the consumers must take priority in all situations.
3. Discipline shall mean one of the following: oral reprimand, written reprimand, suspension, or dismissal." 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.
5. 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. The conduct for which the action is being imposed and the proposed action will be specified in both the verbal and written notices.

6. Every effort shall be made by the Employer to ensure that a meeting or telephone conference takes place between the Employer's designee, the employee, and his/her union representative within five (5) workdays of the imposition of suspension or dismissal.
7. 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.
8. Upon written request by an active employee, records of reprimands shall be removed from his/her file two (2) years after date of discipline, provided the employee has had no further disciplinary action since the date. Upon written request by an active employee, records of suspensions shall be removed from his/her file after four (4) years after the date of the suspension, provided the employee has had no further disciplinary action since that date.

ARTICLE 10-LEAVE

1. Medical Leave of Absence

Medical leaves of absence for limited periods of time, that are not covered by the Family Medical Leave Act, may be granted on an unpaid basis at the discretion of and with prior written approval from the HCM Supervisor/Staffing Coordinator and HR. Requests for such leave must be submitted in writing to the HCM Supervisor/Staffing Coordinator and HR, and include an explanation of the reason for the leave, the date on which the employee wishes the leave to begin and the date on which the employee will return to active employment with HCM. HCM reserves the right to request information from the employee's health care provider supporting the request for leave and certifying fitness to return to work and to meet all the job requirements at the end of the leave.

Employees who remain away from work for more than the period of time requested/approved may be considered to have voluntarily terminated employment with HCM to the extent permitted under applicable law unless there are extenuating circumstances that have been communicated to the Administrative Office prior to the scheduled expiration of leave that justify an extension of the leave.

2. Family Medical Leave Act

Family and medical leave will be granted as required by law.

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.

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 new employee is informed of the current rate per mile at orientation. Any changes in the current rate per mile are outlined in a letter to individual employees. 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 Care Plan. When a consumer's Care 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 Care Plan. If expenses are incurred for parking and tolls, in extenuating circumstances on, a one-time basis, HCM will reimburse and work toward alternative solutions.

2. Paid Travel Time

Labor law requires HCM to compensate employees for time spent traveling directly from one consumer's home to another consumer's home. HCM pays the current state minimum wage for this travel time. Travel time is calculated by the computer system in the administrative office. The Staffing Coordinator will schedule travel time between the consumers each worker serves in the computer system.



If an employee meets the requirements for paid travel time between consumers, driving directly from one consumer to the next, and the employee's paid travel time is more than thirty (30) minutes, the employee is required to carry and fill out a paid travel time form. These forms are sent out every two weeks with timesheets if the Staffing Coordinator sets up the schedule to require paid travel time. If an employee wants to be paid for travel time, the form must be submitted to the office with your timesheets for the travel time that meets the above policy.

Travel time sheets are due at the same time as the regular timesheet. Any paid travel time forms received after the close of payroll will be processed the next pay period.

ARTICLE 12-WAGES

The parties are committed to providing competitive wages to employees, and recognize the constraints of Home Care for Maine's revenue structure, a result of its mission to focus services on low-income older and disabled adults.

Home Care for Maine will give all employees a three (3) % wage increase effective July 1, 2016. The parties agree to re-open wage negotiations as of July 1, 2017 and each July 1 during the term of the contract if there is an increase in the publicly funded reimbursement rate, and the agency's projected net revenue for the upcoming fiscal year is such that it would allow for consideration of a wage increase. Such negotiations may be scheduled to begin thirty (30) days prior to July 1 of each contract year, if after ten months of the current fiscal year, Home Care for Maine reasonably projects that its finances can support a future change in the base hourly wage for employees hired at least 90 days prior to the implementation of a wage increase. If the MaineCare funds to support the increased reimbursement rate effective July 1, 2016 are not appropriated in the State's Maine Care budget going forward both parties agree to reopen wage negotiations during the term of this Agreement to address wage rates that may not be sustainable.

ARTICLE 13-DUES DEDUCTION

Membership in the Union or payment of a service fee to the Union is not required. All employees shall have the right to one of the following choices:

- a. Membership in the Union;
- b. Payment of a service fee determined by the Union that is no greater than the amount paid by Union members;
- c. The choice not to belong to the Union nor pay any service fee to the Union.

No employee shall be favored or discriminated against either by the Employer or by the Union because of his or her membership or non-membership in the Union or their decision to pay or not to pay a service fee to the Union.

Employees who choose to join the Union or to pay a service fee may elect to have their Union dues or service fees deducted from their pay. Payroll deductions shall require a written request from the employee authorizing deduction of Union dues or a service fee. 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 service fees and remitting the same to the Union pursuant to this Section.

Employees may change their status with regard to membership in the Union, payment or nonpayment of a service fee to Union and may start or eliminate payroll deduction for Union dues or service fees at any time. In order to change status and/or eliminate or change any payroll deduction option, 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.

ARTICLE 14- INSURANCE

1. Home Care for Maine agrees to comply with the requirements of the Affordable Care Act as it pertains to the Federal law for workers determined eligible for health insurance through their employer under Federal law.
2. 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, visit www.mseaseiu.org or call 1-800-452-8794.

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 one week's notice for planned time off, If time off is requested with less than one week's 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-WORKRULES

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-SEIU 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 21- TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2016 through June 30, 2019, 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 or decrease in funding or a cessation of the contract being awarded to the Employer, either party may give thirty-days notice of intent to negotiate replacement Articles for Article 10 – Leave, Article 11 – Mileage and Paid Travel Time, and Article 12 – Wage of this Agreement. Such negotiations shall commence not less than thirty (30) days prior to the effective date of implementation of any such change.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereby have caused this Agreement to be signed by their respective representatives that thereunto duly authorized as of the date first set above.

Maine State Employees Association

SEIU Local 1989

Mike Cat 8/3/16

Home Care for Maine

Julie Ballieu 8/4/16