

**AGREEMENT BETWEEN  
TREATS FALLS HOUSE, INC.  
AND  
MAINE STATE EMPLOYEES  
ASSOCIATION  
SEIU, LOCAL 1989**

**January 7, 2016 - OCTOBER 31, 2018**

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## **PREFACE**

This Agreement made and entered into by and between Treats Falls House, Inc. of Orono, Maine, hereinafter referred to as the “Employer” and The Maine State Employees Association/SEUI 1989, hereinafter referred to as the “Union”.

This agreement by and between the parties will be effective on the date signed.

## **RECOGNITION**

1. Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit hereinafter described with respect to rates of pay, wages, hours of work, and other conditions of employment. For the purpose of this Agreement, the unit appropriate for collective bargaining is as defined by the National Labor Relations Board, Case No. 1-RC-20601, as follows:

All regular full-time and part-time employees of the employer (Treats Falls House, Inc.) including Certified Nursing Assistants and Developmental Training Assistants, dietary employees, laundry employees, housekeeping employees, and maintenance employees, excluding Licensed Practical Nurses, Registered Nurses, Executive Director, Director of Nursing, Facilities Services Manager, Dietary, Manager, House Supervisors, Developmental Training Coordinator, Qualified Intellectual Disabilities Professional, Business Office Manager, Human Resources and Training Manager, Social Service Designee, managerial employees, confidential employees, and supervisors as defined in the National Labor Relations Act.

2. It is expressly agreed that nothing in the Agreement shall restrict the Employer from assigning work to supervisors, to independent contractors, or to other employees outside the bargaining unit covered thereby, if in the opinion of the Employer, this is required for the efficient and cost-effective operation of its business, and so long as this action does not result in the layoff of any bargaining unit employee.
3. The parties agree that should a successor agreement not be reached at the termination date of the contract then all of the terms of this agreement shall continue in full force and effect day to day thereafter until either party gives ten (10) working days prior notice in writing to the other party of a termination.
4. At any time within sixty (60) days prior to the expiration, either party may give notice to the other of its desire to negotiate a new contract and the parties shall then confer.

## **ACCESS TO EMPLOYEES**

MSEA shall be permitted access to bargaining unit employees in order to carry out its legal responsibilities as bargaining agent. Such access shall be with the prior approval of the Executive Director. Such approval shall not be unreasonably denied. MSEA access shall not disrupt the operations of the Treats Falls House nor interfere with the performance of the duties of its employees.

## COMPENSATION AND INSURANCE

### INSURANCE

Health and dental insurance benefits will be available to all staff who are hired for either a full-time position or part-time position. Employees must maintain 36 hours per week for full-time positions and 27 hours per week for part-time positions for coverage to be maintained.

The employer will pay one hundred percent (100%) of the single coverage for health and dental insurance premiums for the employees who are employed in full-time positions.

For all Part-Time employees hired on or after March 18, 2013: pro-ration for part-time employees will consist of the employee paying thirty-five percent (35%) of the cost of the health and dental insurance premiums via payroll deductions and the Employer paying the remaining sixty-five percent (65%).

### COMPENSATION

#### General Salary Increase:

TFH agrees to a one-time increase to the base wage rate of all employees in the bargaining unit in the amount of fifty (.50) cents per hour on or before June 30<sup>th</sup> 2016.

#### Performance Appraisal:

Each employee shall receive an annual performance appraisal which will determine their performance award. Management shall have a clear process set forth as to how the performance appraisal is formulated with will be shared with MSEA and the employee. Performance Appraisals are not subject to grievance. Employees will be given the opportunity to comment on the appraisal form. Appraisals will be administered no later than two weeks after the appraisal due date, and will be turned into Human Resources on the same day the appraisal is completed. If the appraisal is administered late however, it is understood that the employee would be compensated retroactive to the date the raise should have taken effect. In addition, by the completion of the initial probationary period (6 months), an appraisal, not linked to any wage increase, will be completed.

An employee's appraisal date will be their hire date, unless they have been promoted, or changed Departments; then their appraisal date will be the date their new position begins. The exception to this is when a CNA goes to a DTA. Both jobs are within the same job classification, and therefore the date of hire will stand.

Annual Increase: The Annual increase is determined by management, as allocated by DHHS by October 31<sup>st</sup> annually. This figure may vary due to an increase in other costs, i.e., health insurance premium. Individuals with experience may be hired above the starting base pay.

#### Shift Differentials:

A shift differential of seventy-five cents (\$.75) per hour shall be paid for the 2:00 pm – 9:00 pm shift and a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid for the 9:00 pm – 6:00 am shift with the exception of day shifts starting prior to 6:00am. A weekend differential of one dollar (\$1.00) per hour shall be paid for all hours worked between 9:00 pm Friday to 9:00 pm Sunday.

Longevity:

Employees shall receive longevity pay of twenty-five cents (\$ .25) per hour to the base at their ten (10) year anniversary of continuous service.

Employees shall receive longevity pay of forty cents (\$ .40) per hour to the base at their fifteen (15) year anniversary of continuous service.

Employees shall receive longevity pay of fifty cents (\$.50) per hour to the base at their twenty (20) year anniversary of continuous service.

Mandated Employees:

Any employee who is mandated as defined shall be paid in addition to their regular pay for hours worked;

Tier one: mandated 1-4 hour; one (1) hour of their regular hourly wage for each occurrence.

Tier two: mandated over 4 hours; two (2) hours of their regular hourly wage for each occurrence.

**COMPLETE AGREEMENT**

This agreement constitutes the complete agreement between the parties. It can be changed only by written amendment executed by the parties hereto. The waiver in any particular instance of any term of condition of the Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

**COPIES OF CONTRACT**

For the duration of this agreement, the Union agrees to provide to all current bargaining unit members of the Union a copy of the contract and the Employer agrees to provide a copy of the contract to any other employee that requests a copy of the contract. Treats Falls House Inc. also agrees to provide space in a central location for the Union to display a copy of the contract that is available to all employees.

**DEFINITIONS**

Board: The Board of Directors of Treats Falls House, Inc.

Certified Nursing Assistants: Employees who provide direct support services at Treats Falls House Inc., and who must be on the State of Maine CNA Registry.

Emergency Situation: Any situation in which client health and safety is potentially jeopardized or placed at risk.

Executive Director: The person empowered by the Board of Directors to make appointments to positions within Treats Falls House, Inc. (also known as the Administrator).

Full-time Employee: A regular employee who has completed his or her probationary period and is hired to work at least 36 hours per week in a full time designated and scheduled position.

Mandating: Mandating occurs when an employee is required to remain involuntarily in excess of one (1) hour beyond their normal shift, when no other coverage is available.

**Part-time Employee:** A regular employee who has completed his or her probationary period and is hired to work less than 36 hours per week in a part-time designated and scheduled position.

**Per Diem Employee:** An employee who does not have regularly scheduled hours and works on an “as needed” basis. Per diem employees are not considered regular employees, and the agency can decide not to use them at any time.

**Personnel Committee:** The standing Personnel Committee of the Treats Falls House Board of Directors. Two (2) members of the Personnel Committee may hear and act upon grievances filed under Step 2 of this Agreement.

**Probationary Period:** The initial six (6) months of hire or promotion to a new position during which a probationary employee must demonstrate to management satisfactory performance of duties. This probationary period may be extended for a period not to exceed three months by the employer, at its discretion, if the employee is notified in writing at least three (3) weeks prior to the expiration of his/her probationary period. A probationary employee shall not be covered by the provisions of this Agreement.

**Seniority:** The length of continuous service from the employee’s last date of hire, as a regular employee. Seniority applies only when the probationary period has been successfully completed, and only to full and part time employees.

**Domestic Partner:** A relationship that exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other’s common welfare, significant shared financial obligations, and a shared primary residence. This relationship must have existed for at least one continuous year.

**Temporary Employee:** An employee appointed by the Employer for a specific time limit not to exceed six (6) consecutive months.

### **DISCIPLINE**

1. No employee shall be disciplined by the Employer without just cause. “Just cause” is hereby defined as any activity that is deemed contrary to the interest of Treats Falls House, Inc. and is a hindrance to the effective performance of services to its consumers. Such activity will include, but is not limited to, consumer mistreatment, abuse or neglect, defined or used by state or federal law, regulation or judicial decision, falsification of records, reporting to work under the influence of alcohol or drugs, conviction of a crime occurring in the workplace, conviction of a crime that prevents the employee from performing the essential features of the position, sleeping on duty, insubordination, sexual harassment in the workplace, excessive and/or pattern absences or tardies, absence without prior notification, unauthorized use of confidential information.
2. New employees within their six (6) month probationary period may be dismissed without the necessity on the part of the Employer of establishing just cause.
3. Disciplinary action shall be limited to the following: verbal warning, written warning, written reprimand, demotion, or dismissal. The principles of progressive discipline will be followed. The level of discipline shall be reasonable in relation to the nature and circumstances of the offense.

4. The employee shall be entitled to receive written notification of the disciplinary action taken or to be taken as soon as is practicable but in no event more than five (5) workdays after disciplinary action has been taken.
5. In cases where the employer intends to levy a disciplinary demotion or discharge from employment upon an employee, notification will be given to MSEA and the employee 24 hours prior to the discipline being effected. This notice shall outline the conduct for which the disciplinary action is being issued. This notice shall also inform the employee that they must request a meeting within 24 hours if they wish to have an opportunity to respond, otherwise the discipline shall stand without any further meeting at the end of the 24 hour window. The employee will be entitled to have a Union representative or steward present during the meeting if they request representation. The employer reserves the right to suspend the 24 hour notification should the level of conduct of the employee be a major hindrance to the interests of Treats Falls House and the effective provision of service to its consumers. In such cases the employer will notify MSEA electronically immediately upon identifying that such a hindrance exists.
6. Any employee, except for probationary employees, who has been subject to discipline, may present his/her grievance in accordance with the grievance procedure hereinafter set forth in this Agreement.
7. Upon receipt of a completed request form by an employee, records of reprimands shall be separated from the main personnel file after three (3) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. Upon receipt of a completed request form by an employee, records of suspensions and disciplinary demotions shall be separated from the main personnel file five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. Records of disciplinary suspensions resulting from consumer mistreatment abuse or neglect shall not be removed from the personnel files under the provisions of this paragraph. This provision is subject to applicable state and federal laws and regulations.

#### **DRUG TESTING**

In the event that the Board of Directors authorize the adoption of a state approved drug testing policy, the Union agrees to participate in the development of such policy, but will not be required to define offenses or agree on discipline, nor will the Union be prohibited from filing grievances to contest disciplinary action taken against its members for violation of any such drug testing policy.

#### **EARNED BENEFIT TIME**

Full and Part-time employees will accrue Earned Benefit Time (EBT). This time may be used for sick, vacation, holiday, as outlined below. EBT will accrue from the date of hire and will be available for use as outlined in each section of this article.

EBT will accrue based on the position one is hired for. Full-time employees will accrue based on a 36 hour work week. Part-time (20-35 hours) will accrue based on a 27 hour work week and any part-time (below 20 hours) will accrue based on a 14 hour work week.

For all current employees, EBT will also accrue on years of service as follows:

1-2 years of continual service	=	28 days per year
3-4 years of continual service	=	33 days per year
5 or more years of continual service	=	38 days per year

For all employees hired on or after February 9 2011, EBT will accrue on years of service as follows:

1-2 years of continual service	=	23 days per year
3-4 years of continual service	=	28 days per year
5 or more years of continual service	=	33 days per year

Days are calculated into earned hours by dividing the hours worked by a five day work week, and multiplying the daily hours by the number of days. For example: An employee is hired for a full-time position. We will divide 36 hours by 5 days, which equals 7.2 hour days. If the employee has 1-2 years of service then the average hours per day (7.2) will be multiplied by 23 days equaling 165.60 hours earned annually.

When utilizing EBT within a week, employees may be paid in excess of 40 hours and 27 hours for part-time when overtime is worked. EBT will not accrue beyond 30 days, if an employee is on leave status.

Employees may carry their unpaid EBT over from one year to the next. If at any point, an employee's EBT bank reaches the designated maximum cap of hours, EBT will stop accruing until such time that the EBT bank falls below the cap, at which point the employee will start accruing again. The exception is when an employee is unable to use their EBT time due to operational needs and reaches the maximum cap. In those circumstances an automatic cash out of 40 hours will be given to the employee. The maximum cap will not be set at a threshold below 200 hours.

Full time employees may also "cash out" up to 40 hours of accrued EBT three times during each calendar year. This may only occur should the employee have a minimum of 80 hours of EBT in the bank. Cash out requests may be postponed due to funding upon the discretion of the Executive Director.

For any EBT taken on a weekend or holiday, except previously requested and granted vacation, bereavement, or holiday time, the employee may be required to work the following weekend.

### **EMPLOYEE DATA OR EMPLOYEE INFORMATION**

1. Where not prohibited by law. Treats Falls House Inc. shall furnish to MSEA-SEIU Electronically available information, specified hereinafter, for each employee covered by this Agreement. The information shall contain, to the extent practicable, the name, home mailing address (including street, city/town, state and zip code), date of hire, home phone, job title, full or part time status and rate of pay per hour, union membership, bi-weekly pay-cycle.
2. MSEA-SEIU shall indemnify, defend and hold Treats Falls House Inc. harmless against all claims and suits, which may arise as a result of Treats Falls House Inc. furnishing such listing to MSEA-SEIU.

3. Treats Falls House Inc. will provide the above information to the Union every other month.

### **GRIEVANCE PROCEDURE**

A grievance is a complaint that the Employer has violated this Agreement. Grievances shall be resolved as follows:

**Step One:** The grievance may be presented by the Union Steward or Union representative to the Executive Director or their designated representative in writing within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The Executive Director or their designated representative shall respond in writing to the Union Steward or Union representative within ten (10) working days of receipt of the grievance. By written mutual agreement between the Union and the Executive Director, the time for filing of the grievance or the response may be extended.

**Step Two:** If the grievance remains unadjusted after Step One, it may be presented by the Union Steward or Union representative to the Personnel Committee of the Treats Falls House Inc.'s Board of Directors, within ten (10) working days after the response of the Executive Director or their designated representative is due. The Personnel Committee shall, within ten (10) days of the receipt of the grievance, schedule a Step Two meeting for the presentation of the grievance. This Step Two meeting requires at least two (2) members of the Personnel Committee to preside at said meeting. The Personnel Committee, through those members who presided at the Step Two meeting, shall respond in writing to the Union representative within ten (10) working days from the date of the Step Two meeting. By written mutual agreement between the Union and the Personnel Committee, the time for the filing of the grievance or the response of the Personnel Committee may be extended. Grievant must be present at the meeting.

**Step Three:** If the grievance is still unsettled, the Union or the Employer may, within twenty (20) working days after the decision of the Personnel Committee, by written notice to the other, request arbitration. 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. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of the Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement. The arbitrator's decision as to whether there has been a violation of the Agreement shall be final and binding on the Employer, the Union, and any and all affected unit members. The cost of the arbitration shall be borne equally by the Union and the Employer.

### **General Provisions**

1. The Employer shall not deny any employee Union representation at any stage of the grievance procedure and the Union shall have the exclusive right to represent employees in any grievance. If an employee elects to pursue a grievance without representation, the Union shall receive copies of any decision made.

2. All of the time limits contained in this Article may be extended by written mutual agreement of the parties. The parties may mutually agree to bypass steps of the grievance procedure. In the

event that the Employer does not respond within the time limits provided, the Union may proceed to the next step.

3. A grievance not initiated within the time specified shall be deemed waived. Failure of the moving party to appeal a decision within the time specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

4. In computing the time periods set forth in the Article, Saturdays, Sundays and paid holidays as provided by the Agreement shall be excluded.

5. An employee or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance, in the possession of the employer, and not subject to privacy considerations.

6. An employee, steward and any employee witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits while attending grievance meetings or hearings. However, if such meetings or hearings are held after working hours or extend beyond the employee's or witnesses' scheduled working hours, such time shall not be considered as time worked. It is agreed that the grievance hearings shall be scheduled at a time to insure no client disruption or interruption in the continuity of care provided.

7. This grievance procedure constitutes the sole and exclusive means of resolving controversies arising under this Agreement. Pending the processing of a grievance, all employee will continue to work in a normal manner and there shall be no interference with the provision of care to clients of Treats Falls House Inc.

8. The Employer, if it has a grievance, may follow like procedures in presenting such grievances to the Union and arbitration.

#### **HEALTH AND SAFETY**

1. The Employer and employees agree to comply with all State and Federal laws applicable to the operation of an ICF/IID facility. Current information on State and Federal laws and regulations shall be made available as provided by law.
2. The Employer shall provide employees with supplies and materials that will allow for the performance of their duties in a safe manner.
3. Employees agree to take a responsible role in Health and Safety, by following and complying with any and all health and safety practices, policies and procedures set forth by Treats Falls House, and the Treats Falls House safety committee.

#### **HOLIDAYS**

The following holidays are recognized as time for which employees may use their EBT. Should and employee's job duties require them to work on a holiday, their accrued time will remain in their EBT bank.

New Year's Day  
Martin Luther King Day

Labor Day  
Columbus Day

President's Day  
Patriot's Day  
Memorial Day  
Independence Day

Veteran's Day  
Thanksgiving Day  
Christmas Day

The employer will recognize each holiday on the day designated by the State of Maine.

Any employee who works the following holidays during the times set forth will receive compensation at one and one-half times their customary rate of pay so long as there are sufficient funds in the payroll account to pay this benefit. When sufficient funds later become available, then the balance of any funds due to the full time employees for these holidays worked, shall be paid immediately:

Independence Day	6:00 a.m. July 4	-	6:00 a.m. July 5
Thanksgiving	9:00 p.m. Wednesday	-	9:00 p.m. Thursday
Christmas	2:00 p.m. day before	-	9:00 p.m. Christmas Day
New Years	2:00 p.m. day before	-	9:00 p.m. New Years Day

### **HOURS AND WORK SCHEDULES**

The Employer will post work schedules at least two (2) weeks in advance. Such posting will be in the designated areas for each department and employees shall be made aware of the posting areas.

It is recognized that the daily and weekly schedules are based on operating requirements and subject to change; that the Employer necessarily retains the right to change employees' schedules to schedule straight time and overtime hours and the number of shifts; and that it is the obligation of the employees to work as scheduled. It is understood that employees under this agreement will be limited to working with individuals they support at the ICF/IID. If work schedules are changed, the employer will provide as much notice as possible to the affected employees. Nothing herein shall be construed to limit the Employer from making temporary assignments, changing shifts, duties or hours for the purpose of meeting emergency situations.

In the Course of creating a new schedule, Management shall determine and designate a number of shifts that Management anticipates must be filled by overtime hours worked by bargaining unit employees, i.e., anticipated overtime shifts. That overtime shall be offered to bargaining unit employees in order of seniority on a rotational basis and management shall keep documentation of overtime hours offered and assigned during this process. This process will be outlined in the instructional manual and the rotation schedule be made available to employees. All hours worked by an employee in excess of forty (40) in one (1) week shall be paid one and one-half times his/her hourly rate of pay.

Employees will be required to stay at their work until their replacement arrives unless he/she is permitted to leave by the Executive Director or the management person in charge of the affected shift. If employees have to be called in, the employer will strive to cover the shift prior to requiring staff to stay over. Supervisors may use their judgment regarding not calling employees based on their availability and/or hours previously worked. When shift coverage is needed, employees may be called any time except between 11:00 p.m. and 5:00 a.m. unless an emergency situation dictates otherwise. Should no one be willing to cover the shift as contacted above, an employee will be mandated to stay over as determined necessary for consumer health

and safety. Mandating will be determined by taking into consideration hours worked prior to mandating, hours scheduled after mandating, and prior history of being mandated. If all factors are considerably equal between one or more employees, mandating will occur according to inverse seniority on a rotational basis.

### **LABOR/MANAGEMENT COMMITTEE**

At the request of either team the parties shall convene a Labor Management Committee. The President of MSEA shall select the members of the Labor team. Meetings will be scheduled as requested by either team. The team requesting a meeting shall supply the agenda for the meeting and assume the chairing and recording responsibilities. The committee shall meet at mutually agreeable times. These meetings shall be scheduled to ensure that consumer services are not affected. The committee shall be comprised of an equal number of labor and management representatives not to exceed four (4) members per team. All committee members shall be paid for time spent at each meeting. The purpose of the committee shall be to discuss work related issues and problems that may develop at the worksite, and for the purpose of improving communication, sharing information and to promote better understanding between the parties. This is currently being done as part of the agency committee structure. If issues cannot be resolved in the agency committee structure, then Labor Management committee will be utilized as outlined above. The committee shall not be for the purpose of continuing bargaining nor in any way to modify, add to, or detract from the provisions of this agreement. Grievances shall not be considered proper subjects of such meetings.

### **LAY-OFF**

The Executive Director may lay off any employee for the following reasons:

1. Shortage of work
2. Insufficient funds
3. Abolition of position due to a change in the reimbursement rules, licensing requirements, or funding

Should a lay off become necessary, it will be implemented in the following order:

1. Any employee who wishes to voluntarily be laid off
2. A probationary employee
3. The least senior employee in the affected job classification

Employees shall receive written notice of the lay off at least fourteen (14) days in advance of the lay off. If such notice is not possible due to actions of the State, employees will be notified of these actions as soon as possible.

The Executive Director will make every effort to recall the laid off employee to any vacancy for which the laid off employee is qualified by education, training and experience, within six (6) months following such lay off. If two or more employees have been laid off together, and equal qualifications, the more senior employee will be recalled first to such vacancy.

For the purposes of this Article, the parties agree that there are three (3) job classifications at Treats Falls House. Those classifications are as follows:

1. Maintenance/Housekeeping/ Laundry
2. Dietary
3. Certified Nursing Assistant

## **LEAVES OF ABSENCE**

Employees must provide thirty (30) days advance written notice of the request for leave whenever the need for such leave is foreseeable. Medical certification of the need for leave must be submitted along with the written request and on a periodic basis thereafter. This applies to leave for the employee. The employer reserves the right to have the employee examined by a physician selected by the employer at the employer's expense.

Every employee will be required to utilize all accrued EBT while on leave. Employees who are receiving benefits from the employer's disability or worker's compensation insurance may supplement time with EBT for the same time period.

**Bereavement Leave:** Full and part time employees may use up to 28 hours of bereavement for the death of siblings, mother-in law, father-in-law, grandparents or grandchildren. They may use up to 36 hours bereavement leave for the death of a spouse/significant other, child, mother, father. Close step relations will be considered qualified for time equivalent to non-step relations. Employees will have up to 14 days to utilize their bereavement

**Extended Leave:** The employer may consider extensions of family or medical leave on a case-by-case basis, based on the circumstances involved and the needs of the facility. In no event may any combination of leaves result in a continuous absence from work (inclusive of any sick and/or vacation leave) for more than six (6) months. Any employee who has been absent for six (6) continuous months may be terminated from his/her employment. Such termination shall not be considered disciplinary in any way.

**Family Medical Leave:** The granting and duration of each leave of absence and the compensation received, if any, will be determined in conjunction with applicable state and federal laws.

**Jury Duty:** Employees will be granted a leave of absence at such times as they are required to report for jury duty or jury service. Employees will be paid their regular wages up to two weeks and will turn over any and all compensation received for jury service up to the amount of wages paid.

**Military Leave:** The granting and duration of each leave of absence and the compensation received, if any, will be determined in conjunction with applicable state and federal laws.

## **LOSS OF FUNDS**

The parties to this Agreement recognize that the Employer is dependent upon Federal and State funds for its entire operational budget, including but not limited to, reimbursement for all employee wages and benefit packages. In the event that the Federal and State agencies responsible for the employer's funding suspend, or appear likely to suspend funding, the employer shall:

1. Notify the Union of such suspension or threatened suspension within 24 hours;
2. Provide to the Union, upon request, any documents relating to the employer's financial condition and funding;
3. Meet with the Union as soon as is practicable to discuss the problem and to develop a

strategy with the Union to contest the loss or anticipated loss of funds.

In the event that such suspension or threatened suspension of funding renders the employer unable to meet the economic terms of this Agreement, the employer may take the following additional steps:

1. The employer may ask a neutral arbitrator, selected by the parties, to review the situation and propose a course of action. If the parties cannot agree on an arbitrator, the matter shall be submitted under the American Arbitration Association Rules for Expedited Arbitration. The arbitrator will have the following options:
  - a. If the loss of funding is specifically related to a cost or benefit provided in the Agreement, the arbitrator may suspend that term.
  - b. If the arbitrator finds that the loss of funds will make it impossible for the employer to continue paying contractual benefits without substantially jeopardizing the operation of the facility, the arbitrator may accept proposals from the parties and select the proposal that best balances the integrity of the collective bargaining agreement and the respective interest of the employer and employees.
  - c. The decision of the arbitrator will be final and binding, and will continue in effect for the duration of the loss of funding or for the remaining term of the Agreement, whichever comes first.
2. In the event funds are actually suspended or terminated by the Federal or State agency, either without notice or before a decision is reached under the above procedure, the employer may suspend payment of any cost or benefit provided in this agreement which is affected by such suspension or termination of funds. If the arbitrator finds that the suspension was not warranted under the circumstances, all benefits suspended by the employer shall be retroactively restored as soon as funding is available. If the suspended funds do not relate to any specific cost or benefit provided in the Agreement, the employer may take such emergency action as is otherwise permitted under the terms of this Agreement.

Any cost or benefit suspended under this Article shall be paid to the affected employees as soon as the funding is restored or new funding obtained.

#### **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 or negotiation with the Union unless such change is made to comply with State or Federal laws, rules, and regulations. Nothing contained herein shall restrict or limit in any way the rights granted to the Employer in the Management Rights Article or the Work Rules Article of this Agreement.

#### **MANAGEMENT RIGHTS**

The Union agrees that the Employer has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights

include but are not limited: the establishment of work rules; the right to hire, promote, transfer or reassign personnel; the right to assign work; the right to discipline, including discharge, for just cause; the right to schedule hours and shifts and to require reasonable overtime; the right to determine the size and composition of its workforce and to make layoffs as its discretion because of lack of work or other legitimate reasons; the right to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions; the right to contract out for goods and services; the right to install new, change or improve methods of operations or facilities: and the right to take whatever actions may be necessary to carry out the mission of the Treats Falls House, Inc.

### **MSEA ORGANIZATIONAL LEAVE**

The Chief Steward shall be entitled to up to two (2) days of leave per year without the loss of pay or benefits to participate in the official MSEA sponsored training. In addition, the Employer will endeavor to permit two (2) other stewards up to two (2) days per year for the MSEA sponsored training and two (2) members of the bargaining unit to attend the Union convention annually. Employees will provide notice of such request for time off following standards set forth under the vacation Article in this contract. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

### **NON-DISCRIMINATION**

1. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed, ethnic background, religion, sex, age, sexual orientation, physical or intellectual disabilities, or other such factors which have no demonstrated relationship to job performance.
2. The Employer agrees not to discriminate against any employee because of membership in the Union or because of any lawful activity on behalf of the Union.
3. This Union agrees to fulfill its duties of fair representation with respect to all employees within the bargaining unit regardless of union membership.

### **PERSONNEL RECORDS**

1. The employer shall keep and maintain a central personnel file for each employee. Upon written request, an employee may inspect his/her personnel file. The employee may have a representative present during such inspection. Copies of materials in an employee's personnel file shall be provided to the employee upon request. The employee is entitled to one copy of their personnel file at no charge. If the employee request's additional materials, the employee shall pay for the cost of photocopying at the time of receiving such file at the rate of .15 per page.
2. Employees will receive timely notice when any complaint or material regarding an issue that may lead to discipline is entered into the employee's central personnel file. Employees may request a meeting with management to discuss such material and may have Union representation at any such meeting.
3. Employees may have their written responses attached to any evaluation, disciplinary action or other critical material in their personnel file.

4. Employees must sign any personnel action form presented to them by Management evidencing their knowledge of any evaluation performed or disciplinary action taken.

### **REST PERIODS**

Employees may take a rest period in the situations where, the supervision of individuals receiving services is covered by another employee working at that work site.

Rest periods shall be no longer than fifteen minutes in length and will be afforded in line with current practices when possible. One rest period will be allowed for each 4 hours of consecutive work. Rest periods shall not be taken at the beginning or the end of the shift such that the employee may come in late or leave early. The supervisor will determine the number of employees that may be on rest periods at one time. Treats Falls House Inc. shall make all efforts to avoid putting an employee in a situation where they will be unable to take a break after four hours of consecutive work time. However, if that should occur Treats Falls House will ensure the employee gets a break immediately upon relief becoming available.

Rest period shall not occur in the process of providing services during community outings, which for this purpose shall also entail any activity that takes place within the community, i.e. Medical appointments, home visits, etc. Rest period shall only be taken prior to departure for an outing or upon return to the program facilities, though they shall not delay the scheduled departure of an outing or cause an early return from an outing. If any employee is due to take a rest period at a time just prior to departure for an outing or just prior to return from an outing that would cause a delay if taken, Treats Falls House Inc. will work with the employee to determine when that rest period shall occur. The exception to this shall be for community outings of four hours or more in length so long as there is another Treats Falls House staff present who can assume supervision of the consumers.

If an employee has been mandated after his/her regular shift, the employee will be afforded one fifteen-minute break after the completion of their regular shift and before the beginning of the next shift upon request.

### **RULES AND REGULATIONS**

In the event of a conflict between the provisions of this Agreement and the Personnel Policies and Procedures as they now exist, or may be from time to time amended, the provision of this Agreement shall apply.

### **SENIORITY**

Seniority shall be defined as the employee's last date of hire as a full or part time employee. Employees shall attain seniority upon completion of their probationary period retroactive to their date of hire.

Seniority shall be broken by:

- a. Voluntary resignation
- b. Discharge for just cause
- c. Continuous absence from work for six (6) months
- d. Failure to return to work following the expiration of a leave of absence

Seniority shall continue to accrue during any period that an employee is on:

- a. approved leave from work
- b. lay off and subject to recall (a period not to exceed six (6) months)

### **SEVERABILITY**

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by operation of law or by any tribunal of competent jurisdiction, then such specific Article, section or portion specified shall be of no force and effect. In such event, if either party requests, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article, section, or portion of this Agreement.

### **SICK LEAVE**

Sick leave will accrue for employees as part of EBT. Employees may use EBT (if available) for the employee or to care for family members as defined by law.

The Executive Director may require that the employee produce a doctor's certificate of illness or injury after an absence of three (3) consecutive sick days. If such a certificate is required, it shall be at the employee's expense. If the Executive Director requires a second opinion from another health care provider, the cost of such second opinion shall be at the employer's expense.

The Executive Director or their designee may prohibit any employee showing signs of a communicable disease or injury inhibiting the completion of one's job duties from reporting to work. Work time lost may be covered by EBT, if available. The employee may present a physician's certification documenting the absence of any communicable disease and he/she will be restored to the work schedule. The Executive Director may require a medical examination to verify the presence or absence of any communicable disease or other condition, which would pose danger to other employees, or the clients of Treats Falls House. If such an examination is required, the expense shall be borne by the Employer.

Employees shall notify their immediate supervisor at least three (3) hours in advance (or by 5:00 a.m. for morning shift) if unable to report to work as scheduled due to any unforeseeable reason.

### **STRIKES, LOCKOUTS, AND WORK STOPPAGES**

1. The Parties acknowledge that this Agreement provides for the orderly and amicable adjustment and settlement of any and all grievances as herein defined. Neither the Union, nor its affiliated locals, nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, strike, sit-down, stay-in, slowdown, work stoppage, withholding of services or other interference with the production of work at the Treats Falls House during the term of this Agreement.
2. In the event that any violation of Section 1 above occurs, the Union agrees to inform the employee or employees that such act is unauthorized and in violation of the Agreement, and to promptly advise and urge the employee or employees to resume work.

3. The Employer agrees that during the term of this Agreement, it will not lock out any employees covered by this Agreement.
4. The Employer retains the right to dismiss or otherwise discipline employees in the bargaining unit who engage in, give direction, either negatively or positively, or are, in any manner, responsible for a violation of Section 1 above.

### **UNION BULLETIN BOARD**

The Employer shall provide one bulletin board located on the premises and in an area of the building where members of the bargaining unit have reasonable access to. This bulletin board shall be for the exclusive use of the Union for the postings of official Union notices such as notices of Union meetings, elections, and listings of Union officers and stewards. Bulletin boards shall not be used for posting partisan political and/or inflammatory material. The Union agrees that all notices posted shall be signed by an officer of the Union

### **UNION SECURITY**

Any employee who at any time on or after the effective date of this Agreement is or becomes covered by the Agreement and is not a member of the Union shall, as a condition of employment, within thirty (30) 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. It shall be the sole responsibility of the Union to collect its dues or representation fees from members and non-members alike. 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 monthly 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. The employee authorization shall be irrevocable during the term of this Agreement except that any employee may revoke the authorization by submitting such written request to the Employer and the Union during a thirty (30) day period prior to the expiration date of this Agreement. The employee shall be responsible to notify the Union of their current employment status.

### **UNION STEWARDS & OFFICERS**

1. The Employer agrees to recognize Union stewards and officers duly elected and/or appointed by the Union.
2. The Union agrees that it is key to have representation at the worksite for times when a member requests representation. To that end MSEA will strive to maintain 2-3 stewards at the worksite.

3. When a steward is requested by a member at the worksite and a worksite steward is not available, it is agreed that the member will be directed to contact the assigned Field Representative at MSEA who will have a steward or representative available within 24 hours of the request to have representation.
4. The Union shall provide the Employer with a list of such stewards and officers within fifteen (15) working days of any such election or appointment or the termination of any employee from such status.

Stewards and chief stewards will be allowed a reasonable amount of time away from their work without loss of pay to investigate and process grievances after obtaining the consent of his/her supervisor. Such consent shall not be unreasonably denied. If client services or care temporarily delay the release of a steward, he/she will be released as soon as practicable. Whenever a steward or chief steward works on union business beyond the end of his/her normal workday, such activity shall not be considered as time worked.

### **VACANCIES**

Whenever a vacancy in a bargaining unit position occurs which the Employer has determined will be filled, a notice of such vacancy will be posted on the designated bulletin board for a period of five (5) workdays. Any employee wishing to be considered for an applicable vacancy shall file a written and dated application with the Human Resources Department. The Employer shall use seniority, past work history and attendance, education, skill, training, experience, and attitude as factors in their selection. Staff employees will be given first priority for each vacancy. However, if the Employer determines that the vacancy cannot be filled from the staff, they shall be free to advertise the position outside of the facility after the five (5) day posting period has occurred.

When two or more employees are substantially equal, seniority will be the determining factor in the final selection.

In the event Treats Falls House has the capacity to post vacancies on-line in such a way that staff can access postings through email or remote notification, then the posting period will be reduced to three (3) workdays instead of five (5).

### **VACATION**

Vacation time will accrue for employees as part of EBT. Employees are eligible to submit vacation requests upon completion of one's probationary period.

Every full time employee employed over one year is required to submit one week of vacation or equivalent of one week every six months. Employees in the top tier of accruals shall be required to submit two weeks or the equivalent of two weeks of vacation of every six months and will have seniority selection of their first full week submission. Full week submissions will be scheduled before partial weeks. No more than two full-time CNAs shall be on vacation at the same time except when the employer grants an exception and is able to allow more than two off in any one week.

For weeks not requested/taken EBT equivalent will be cashed out at the end of the calendar year and will not be counted toward the three cash outs that employees are entitled to cash out voluntarily each year.

All other vacation requests must be submitted in writing to the appropriate supervisor four (4) weeks in advance. Requests for vacations must be answered within two (2) weeks prior to the first (1st) day of the requested time off. Vacations will be granted for the time requested by the employee when possible unless the needs of the facility required that the request be denied. If there is a conflict between employees' request, vacation shall be awarded on the order of submission first and on the basis of seniority, if necessary.

### **WORK RULES**

The Employer will notify the Union seven (7) calendar days prior to the effective date of any new, or change to existing policy and procedure, unless the policy and procedure addition or change is made necessary by an emergency situation.

When existing policy and procedure is changed or new ones are established, written notification and a copy of the change or new policy and procedure will be posted by the time clock and in the staff kitchen, for seven (7) calendar days before becoming effective. Employees shall comply with all such work rules.

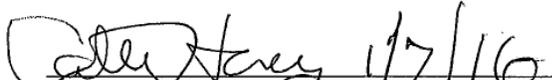
### **TERM OF AGREEMENT**

This Agreement shall remain in full force and effect until October 31, 2018. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of the termination of this Agreement is provided to the other party in the manner set forth below.

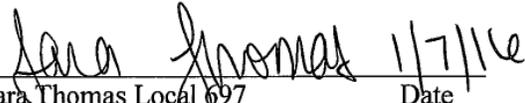
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**For the Union**

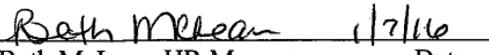
 1/7/16  
Mike Castaneda, Date  
MSEA/SEIU, Chief Negotiator

 1/7/16  
Cathy Honey, Local 697 Date  
Bargaining Committee Member

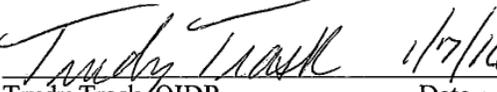
 4/7/16  
Tammy Kennedy, Local 697 Date  
Bargaining Committee Member

 1/7/16  
Sara Thomas Local 697 Date  
Bargaining Committee Member

**For the Employer**

 1/7/16  
Beth McLean, HR Manager Date  
Chief Negotiator, Treats Falls House, Inc.

 1/7/16  
Catherine Robertson Date  
Executive Director, Treats Falls House, Inc.

 1/7/16  
Trudy Trask, QIDP Date  
Treats Falls House Inc.

 1/7/16  
Jennifer Bamford, Date  
House Supervisor, Treats Falls House Inc.