

**AGREEMENT BETWEEN  
INDEPENDENCE ADVOCATES OF MAINE  
AND  
MAINE SERVICE EMPLOYEES  
ASSOCIATION  
SEIU, LOCAL 1989**

**OCTOBER 1, 2022 to DECEMBER 31, 2024**

<b>TABLE OF CONTENTS</b>		
<b>ARTICLE #</b>	<b>ARTICLE NAME</b>	<b>PAGE #</b>
	<b>PREFACE</b>	<b>1</b>
<b>1</b>	<b>RECOGNITION</b>	<b>1</b>
<b>2</b>	<b>ACCESS TO EMPLOYEES</b>	<b>1</b>
<b>3</b>	<b>COMPENSATION AND INSURANCE</b>	<b>2</b>
<b>4</b>	<b>COMPLETE AGREEMENT</b>	<b>4</b>
<b>5</b>	<b>COPIES OF CONTRACT</b>	<b>4</b>
<b>6</b>	<b>DEFINITIONS</b>	<b>4</b>
<b>7</b>	<b>DISCIPLINE</b>	<b>5</b>
<b>8</b>	<b>EARNED BENEFIT TIME</b>	<b>6</b>
<b>9</b>	<b>EMPLOYEE DATA OR INFORMATION</b>	<b>7</b>
<b>10</b>	<b>GRIEVANCE PROCEDURE</b>	<b>7</b>
<b>11</b>	<b>HEALTH AND SAFETY</b>	<b>9</b>
<b>12</b>	<b>HOLIDAYS</b>	<b>9</b>
<b>13</b>	<b>HOURS AND WORK SCHEDULES</b>	<b>10</b>
<b>14</b>	<b>LABOR/MANAGEMENT COMMITTEE</b>	<b>12</b>
<b>15</b>	<b>LAY-OFF</b>	<b>12</b>
<b>16</b>	<b>LEAVES OF ABSENCE</b>	<b>13</b>
<b>17</b>	<b>LOSS OF FUNDS</b>	<b>14</b>
<b>18</b>	<b>MAINTENANCE OF BENEFITS</b>	<b>15</b>
<b>19</b>	<b>MANAGEMENT RIGHTS</b>	<b>15</b>
<b>20</b>	<b>MSEA ORGANIZATIONAL LEAVE</b>	<b>15</b>
<b>21</b>	<b>NON-DISCRIMINATION</b>	<b>15</b>
<b>22</b>	<b>PERSONNEL RECORDS</b>	<b>16</b>
<b>23</b>	<b>REST PERIODS</b>	<b>16</b>
<b>24</b>	<b>RULES AND REGULATIONS</b>	<b>17</b>
<b>25</b>	<b>SENIORITY</b>	<b>17</b>
<b>26</b>	<b>SEVERABILITY</b>	<b>17</b>
<b>27</b>	<b>SICK LEAVE</b>	<b>17</b>
<b>28</b>	<b>STRIKES, LOCKOUTS, &amp; WORK STOPPAGES</b>	<b>18</b>
<b>29</b>	<b>UNION BULLETIN BOARD</b>	<b>18</b>
<b>30</b>	<b>UNION SECURITY</b>	<b>18</b>
<b>31</b>	<b>UNION STEWARDS &amp; OFFICERS</b>	<b>19</b>
<b>32</b>	<b>VACANCIES</b>	<b>19</b>
<b>33</b>	<b>VACATION</b>	<b>20</b>
<b>34</b>	<b>WORK RULES</b>	<b>20</b>
<b>35</b>	<b>TERM OF AGREEMENT</b>	<b>20</b>
	<b>SIGNATURE PAGE</b>	<b>21</b>

## **PREFACE**

This Agreement made and entered into by and between Independence Advocates of Maine, comprised of Treats Falls House of Orono, Maine, and the Community Programs, Northern Division, of Patten and Island Falls, Maine, hereinafter referred to as the “Employer” or “IAM” and The Maine Service Employees Association/SEUI 1989, hereinafter referred to as the “Union”.

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

## **ARTICLE 1. 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 follows:
  - A. All regular full-time and part-time employees of Treats Falls House, including Certified Nursing Assistants, Lead Certified Nursing Assistants, dietary employees, laundry employees, housekeeping employees, maintenance tech employees, and excluding Licensed Practical Nurses, Registered Nurses, Administrator, Director of Nursing, Facilities Director, Dietary Manager, House Supervisors, Qualified Intellectual Disabilities Professional 2 and Manager, Community Programs Director, Community Programs Supervisor, Community Programs Coordinator, Shared Living Coordinator, Director, managerial employees, confidential employees, temporary employees, and supervisors as defined in the National Labor Relations Act.
  - B. All regular full-time and regular part-time Direct Support Professionals in IAM’s Northern Division (those employees associated with a service location in Patten or Island Falls), and excluding all other employees in the Northern Division.
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 reach 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.

## **ARTICLE 2. 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 IAM nor interfere with the performance of the duties of its employees.

MSEA-SEIU shall have 30-minute on work time with bargaining unit employees for the purpose of explaining MSEA-SEIU programs and benefits.

**ARTICLE 3. COMPENSATION AND INSURANCE**  
**INSURANCE**

Health and dental insurance benefits will be available to all staff who are hired for either a full-time or part-time position. Employees must maintain 36 hours per week for full-time positions and at least 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', pro-ration will consist of the employee paying thirty-five percent (35%) of the cost of the single coverages for health and dental insurance premiums via payroll deductions and the Employer paying the remaining sixty-five percent (65%).

**COMPENSATION**

**Pay scales:**

Upon execution of this Agreement, employees will be placed on the step scale below according to their established years of experience as of July 1, 2022 or left at their current rate (whichever is greater). Employees will then progress step to step annually on the pay scale in accordance with this article. Employees whose rate of pay exceeds their top step's rate of pay will receive a one-time 1% increase to their base. New employees will be hired on one step level below their verified years of experience. This will ensure that current employees with equal or greater work experience are at a higher wage than new employees with the same experience. The pay scale is retroactive to July 24, 2022.

**Initial Step Scale:**

Step (1% increments)	CNA	DSP	Maintenance Tech	Cook	Laundry/ Housekeeping
0	\$17.50	\$16.00	\$17.00	\$15.50	\$15.00
1	\$17.68	\$16.16	\$17.17	\$15.66	\$15.15
2	\$17.85	\$16.32	\$17.34	\$15.81	\$15.30
3	\$18.03	\$16.48	\$17.52	\$15.97	\$15.45
4	\$18.21	\$16.65	\$17.69	\$16.13	\$15.61
5	\$18.39	\$16.82	\$17.87	\$16.29	\$15.77
6	\$18.58	\$16.98	\$18.05	\$16.45	\$15.92
7	\$18.76	\$17.15	\$18.23	\$16.62	\$16.08
8	\$18.95	\$17.33	\$18.41	\$16.78	\$16.24
9	\$19.14	\$17.50	\$18.59	\$16.95	\$16.41
10	\$19.33	\$17.67	\$18.78	\$17.12	\$16.57
11	\$19.52	\$17.85	\$18.97	\$17.29	\$16.74
12	\$19.72	\$18.03	\$19.16	\$17.47	\$16.90

13	\$19.92	\$18.21	\$19.35	\$17.64	\$17.07
14	\$20.12	\$18.39	\$19.54	\$17.82	\$17.24
15	\$20.32	\$18.58	\$19.74	\$18.00	\$17.41

Step advances will be in effect the first full pay period after July 1<sup>st</sup> of each year, except an employee will not advance from Base to step 1 unless the employee has completed at least six months of employment.

Lead CNAs:

If a CNA is given a “Lead” CNA designation, the CNA will receive a stipend of \$1.50 per hour while the Lead designation is in place.

Performance Appraisal:

Each employee shall receive an annual performance appraisal. Management shall have a clear process set forth as to how the performance appraisal is formulated which 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. In addition, by the completion of the initial probationary period (6 months), an appraisal 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.

Annual Increase:

1. On January 1, 2023, Step 0 on the pay scale will increase by twenty-five cents (\$0.25) for each position with subsequent steps adjusted based on 1% per step. On the first full pay period after January 1<sup>st</sup>, current employees’ rate of pay will be adjusted to reflect the increase for the step they are currently on. Employees whose rate of pay has exceeded the step scale altogether will receive twenty-five cents (\$0.25) to their base.
  
2. On January 1, 2024, Step 0 on the pay scale will increase by fifty cents (\$0.50) for each position with subsequent steps adjusted based on 1% per step. On the first full pay period after January 1<sup>st</sup>, current employees’ rate of pay will be adjusted to reflect the increase for the step they are currently on. Employees whose rate of pay has exceeded the step scale altogether will receive twenty-five cents (\$0.25) to their base.

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:

When pay adjustments are made, the highest level of longevity a person is at is added to their rate of pay adjustment.

1. Employees shall receive longevity pay of fifteen cents (\$ .15) per hour to the base at their five (5) year anniversary of continuous service.
2. Employees shall receive longevity pay of twenty-five cents (\$ .25) per hour to the base at their ten (10) year anniversary of continuous service.
3. Employees shall receive longevity pay of forty cents (\$ .40) per hour to the base at their fifteen (15) year anniversary of continuous service.
4. Employees shall receive longevity pay of fifty cents (\$.50) per hour to the base at their twenty (20) year anniversary of continuous service.

Held Over Employees:

Any employee who is held over shall be paid in addition to their regular pay for hours worked:

1. Tier one: held over 0.5-4 hours; one (1) hour of their regular hourly wage for each occurrence.
2. Tier two: held over 4 hours; two (2) hours of times their regular hourly wage for each occurrence.

Bonuses:

From time to time, management may, offer bonuses to employees for retention purposes such as when hard-to-fill shifts exist within a schedule. These bonuses shall be outlined in writing to employees and require some measurable and attainable job performance expectations. IAM will make every effort to equalize opportunities for bonuses among employees who would be eligible. IAM agrees to meet and confer with MSEA regarding the effectiveness and impact of these bonuses within 14 calendar days of receiving a request. This specific bonus provision expires September 1, 2023, unless extended by mutual agreement.

**ARTICLE 4. 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 or 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.

**ARTICLE 5. 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. IAM 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.

**ARTICLE 6. DEFINITIONS**

Board: The Board of Directors of IAM.

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

**Direct Support Professionals:** Employees who provide direct support services at Northern Division Community Programs, and also have completed their DSP certification requirements.

**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 IAM.

**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.

**Hold Over:** Hold-Over occurs when an employee is required to remain involuntarily in excess of one half (0.5) hours 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 IAM 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.

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

## **ARTICLE 7. 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 IAM and is a hindrance to the effective performance of services to its Clients. Such activity will include, but is not limited to, Client 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 IAM and the effective provision of service to its Clients. 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 Client 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.

#### **ARTICLE 8. 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.

For full time employees, EBT will be calculated based on years of continual service as follows:



Less than 1 year of continual service =	144 hours
1-2 years of continual service =	180 hours
3-4 years of continual service =	216 hours
5-9 years of continual service =	252 hours
10-14 years of continual service =	270 hours
15+ years of continual service =	288 hours

Part-time employees will accrue pro-rated EBT based on their base schedule hours.

When utilizing EBT within a week, employees will be paid the total number of hours of EBT requested and total hours worked.

If an employee is on leave status, the employee will continue to accrue EBT for the first 30 days.

Employees may carry their unpaid EBT over from one year to the next. If at any point, an employee’s EBT bank reaches 300 hours for full-time or 150 hours for part-time, 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.

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.

**ARTICLE 9. EMPLOYEE DATA OR EMPLOYEE INFORMATION**

1. Where not prohibited by law. IAM 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 IAM harmless against all claims and suits, which may arise as a result of IAM furnishing such listing to MSEA-SEIU.
3. IAM will provide the above information to the Union every other month.

**ARTICLE 10. 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 it’ 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 IAM'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 video recordings 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 IAM.
8. The Employer, if it has a grievance, may follow like procedures in presenting such grievances to the Union and arbitration.

**ARTICLE 11. 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 IAM, and the IAM's safety committee.

**ARTICLE 12. HOLIDAYS**

The following holidays are recognized as time for which employees may use their EBT. Should an employee's job duties require them to work on a holiday, they may request a payout from their EBT for that holiday. If a payout is desired, it will need to be requested in writing prior to the holiday. Otherwise, their accrued time will remain in their EBT bank.

New Year's Day	Labor Day
Marin Luther King Day	Indigenous Peoples' Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence 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
New Year's	2:00 p.m. on December 31 - 9:00 p.m. on January 1
Labor Day	6:00 am Monday - 6:00 am Tuesday

Any employee who works the following holidays during the times set forth will receive compensation at two (2) 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:

Thanksgiving	6:00 am Thursday - 6:00 am Friday
Christmas	6:00 am December 25 - 6:00 am December 26

### **ARTICLE 13. HOURS AND WORK SCHEDULES**

#### **1. Schedules:**

- A. The Employer will post work schedules at least two (2) weeks in advance. Such posting will be in the designated areas for each department or will be posted electronically.
- B. Employees shall be made aware of the posting areas. This posting will include the location, unit or "house" such that the employee assigned understands where to report for work. The posting may be electronic.
- C. Employees' base schedules will allow for two consecutive days off per week.
- D. 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. If work schedules are changed, the employer will make every effort to 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.
- E. Overtime will be paid whenever an employee works more than 40 hours in a week.

#### **2. Filling Open Shifts:**

- A. The following terms shall be defined as follows:

1. Needs List Filling: the practice of arranging in advance for employees to cover open shifts in the schedule.
  2. Immediate Need Shift Coverage: the practice of having an employee cover a shift that became open with little or no notice.
  3. Hold-Over: the practice of having an employee continue to work beyond the end of the employee's scheduled shift.
  4. Early Call-In: the practice of having an employee start a scheduled shift early.
  5. Contract Labor: an individual who is contracted through a staffing agency and who is not an employee of IAM.
  6. Base Schedule: an employee's regularly scheduled work hours.
- B. Hold-Over - 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.
- C. Needs List Filling will be assigned in the order as follows:
1. Voluntary pick up by interested employees whose base schedule is less than 40 hours per week and where the work will not cause the employee to exceed 40 hours in a week via a rotation list.
  2. Pick up by a per diem employee.
  3. Voluntary pick up by interested employees where the work will be overtime via a rotation list. Employees will be added to the list in order of seniority and in any disputes regarding overtime shifts assignments. Seniority will be the governing factor.
  4. Contract Labor
  5. Assigned to employees as required shifts via a rotation list.
- D. Immediate Need Shift Coverage (call ins, no shows etc.) will be assigned on a first-come basis for any shifts that start within 48 hours. If the Immediate Need Shift starts in more than 48 hours, the shift will be assigned by staff who responded within 24 hours in order as follows:
1. Voluntary hold over to an interested scheduled employee.

2. Voluntary pick up by a scheduled employee as an early call-in.
3. Pick up by a per diem employee.
4. Voluntary pick up by an interested employee via a rotation list.
5. Contract Labor.
6. Assigned to scheduled employee as a Hold-Over. Should no one be willing or available to cover the Immediate need, an employee will be held-over as determined necessary for Client health and safety. The hold over will be determined via a rotation list which will take into consideration; prior hours worked, number of hours scheduled, and prior history of hold-overs.

#### **ARTICLE 14. 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 and locations. These meetings shall be scheduled to ensure that Client 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. 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.

#### **ARTICLE 15. 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

#### **ARTICLE 16. 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 unless otherwise specified below. 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 Time:**

Full and part time employees may use up to three (3) days of Additional EBT for the death of siblings, mother-in law, father-in-law, grandparents or grandchildren. They may use up to five (5) days of Additional EBT 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. Additional EBT is not drawn from an employee's accrued EBT bank. Employees will have up to 14 days to utilize their additional EBT but may reserve up to two (2) days for future use within six (6) months of the initial bereavement. A request to reserve days shall be made in writing before the 14 days are up. An employee may also request additional time, which may not be unreasonably denied. Any time taken beyond the hours granted above will be charged as EBT from the employee's EBT bank or leave without pay. For the purposes of this article, days will be defined as their regularly scheduled hours/shift.

#### **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.

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.

**ARTICLE 17. 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.

#### **ARTICLE 18. 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.

#### **ARTICLE 19. 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 IAM.

#### **ARTICLE 20. MSEA ORGANIZATIONAL LEAVE**

##### MSEA Sponsored Training

The Chief Steward and two other stewards shall be entitled to up to two (2) days of leave per year to attend up to 2 days of MSEA sponsored training. The Chief Steward will be paid for the time they would be regularly scheduled to work during those two days. The other two attendees will use EBT for the time they would regularly be scheduled to work.

##### Union Annual Meeting

Two members of the bargaining unit will be entitled to attend the Union Annual Meeting and will use EBT for the time they would regularly be scheduled to work.

For both MSEA Sponsored training and the Union Annual Meeting, 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 or Annual Meeting 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.

#### **ARTICLE 21. 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, gender identity, physical or mental disabilities, veteran status, ancestry, national origin, or familiar status.

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.

#### **ARTICLE 22. 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 requests 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.

#### **ARTICLE 23. 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. IAM 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 IAM 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, IAM 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 IAM staff present who can assume supervision of the Clients.

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.

#### **ARTICLE 24. 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.

#### **ARTICLE 25. 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.

1. 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
2. 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)
3. Northern Division Recognition: For this contract where seniority (not years of service) is applied, Northern Division DSPs hired between 11/15/2021-12/01/2021 will have recognized seniority based on a list provided to IAM by MSEA. And, as applies, IAM employees who were employed before 11/15/2021 would supersede those on the list for instances of seniority.

#### **ARTICLE 26. 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.

#### **ARTICLE 27. 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 IAM. 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.

#### **ARTICLE 28. 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 IAM 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.

#### **ARTICLE 29. 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

#### **ARTICLE 30. UNION SECURITY**

1. Any employee who at any time on or after the effective date of this Agreement is or becomes covered by the Agreement within thirty (30) days after such conditions are met become members in good standing.
2. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and voluntary contributions to Political Action by Service Employees and Retirees ("PASER"). Deductions for other Union related programs may be mutually agreed to by the parties.

3. It shall be the sole responsibility of the Union to collect its dues or voluntary contributions from members. Employees may elect to have their dues or voluntary deductions 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. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.
4. 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 voluntary deductions 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.

### **ARTICLE 31. 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.

### **ARTICLE 32. 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 IAM 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).

### **ARTICLE 33. 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.

### **ARTICLE 34. 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.


### **ARTICLE 35. TERM OF AGREEMENT**

This Agreement shall remain in full force and effect until December 31, 2024. 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.

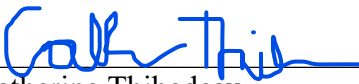
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

**For the Union**

 10/11/2022  
\_\_\_\_\_  
Timothy McGuire Date  
MSEA/SEIU, Chief Negotiator

**For the Employer**

 10/12/2022  
\_\_\_\_\_  
John Hamer Esq. Date  
Chief Negotiator, IAM

 10/12/2022  
\_\_\_\_\_  
Catherine Thibedeau Date  
Executive Director, IAM