

ARTICLE 37 SENIORITY

- A. Definitions:** Seniority means an employee's length of continuous service with GVA since his or her last date of hire, excluding time employed with GVA in a non-bargaining unit position. Vacancy means a position which is open and which GVA has decided to fill.
- B. Initial Probationary Period:** During the initial six (6) months of hire a probationary employee must demonstrate to management his or her satisfactory performance of duties. A probationary employee shall not be covered by the provisions of this agreement. During the probationary period, either the employee or GVA may terminate the employee's employment at any time.
- C.** The six (6) month probationary period may be extended in situations of significant absence during this period or if GVA determines that the probationary period does not allow sufficient time to thoroughly evaluate the employee's performance. Should GVA decide to extend the probationary period, GVA shall notify the employee in writing two weeks in advance of the end of the anticipated 6 month probationary period.
- D. Seniority List:** GVA agrees to establish a seniority list which will be posted and changed every six (6) months. Whenever an employee leaves his or her position through retirement, separation or discharge, the name shall be removed from the seniority list. New employees shall be added to the list as soon as practicable. The date of hire shall be considered the first day of paid employment. If two (2) or more employees begin work on the same date, seniority within the group shall be determined by alphabetical order of the employee's last name.
- E. Re-entry into the bargaining unit:** If an employee takes a non-bargaining unit employment position with GVA and at a later date returns to a bargaining unit position, without a break in continuous service, the following shall apply.
1. The employee may not displace an employee with a regularly scheduled position and may only return to the bargaining unit as a relief employee or to a vacant position that has been posted and not filled according to procedures outlined in Article 16 Filling of Vacant Positions.
 2. The employee's seniority for relief call and other scheduling purposes shall not include any previous bargaining unit seniority.
 3. The employee's seniority for filling of vacancies and reductions in force shall include all previous bargaining unit seniority.
 4. The employee's seniority for any contractual or GVA sponsored benefits that he or she may be eligible for shall be from his or her most recent date of hire with GVA, without regard to bargaining unit or non-bargaining positions held.
 5. No probationary period shall apply upon re-entry into the bargaining unit.
 6. **Breaks in Continuous Service:** An employee's continuous service shall be broken by voluntary resignation, discharge for cause, or retirement.

ARTICLE 38 SEPARABILITY AND COMPLETE AGREEMENT

- A. Separability.** If any Article or Section of this Agreement or any supplements or riders thereto should be found to be invalid by operation of law, or if compliance with or enforcement of any Article or Section should be restrained by a court of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article, Section or supplement or rider to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby and shall continue in effect.
- B. Complete Agreement.** The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement, hereby waive any right to bargain collectively with respect to any matters that could have been raised during the negotiations that preceded this agreement, any matters that were raised during the negotiations that preceded this agreement, or matters that are specifically addressed in this agreement.
- C.** This Agreement constitutes the complete and total Agreement between the parties and supersedes all prior Agreement, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties hereto. The waiver in any particular instance of any terms or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

ARTICLE 39 TELEPHONES

- A. Employees are required to reimburse GVA for any charges resulting from their personal use of the telephone. GVA will reimburse employees for required work related telephone charges made from an employee's personal phone. Except in emergencies, personal use of GVA telephones shall be limited to the employee's approved break times. Approved break times shall be interpreted to include those times which have been set aside for the employee to take a break or in the situations where no such time has been set aside then it means those times when the employee is being covered so that the employee can take a break time.

- B. Personal cell phones shall be turned off during all GVA meetings and trainings. They shall be on vibrate all other times and employees shall limit calls to those that are emergencies, except during approved break times when the employee is free to make and receive personal cell phone calls without limitation. The use of personal cell phones and other personal electronic devices for texting or social networking shall also be limited to break times. In particular, personal cell phone use for making or accepting calls and text messages, web surfing, social networking or other use that is personal in nature while supporting a consumer out in the community is prohibited.

- C. Use of personal or GVA owned cell phone is prohibited by any employee who is operating a GVA owned vehicle or operating their personal vehicle while being paid to transport consumers. The use of cell phones includes, but is not limited to: texting, voice calls, checking email, and web surfing. If the employee receives a phone call that constitutes an emergency and the call must be taken at a time when the employee is operating a vehicle, then the employee will pull the vehicle over to the side of the road to take the call.

ARTICLE 40 UNAUTHORIZED ABSENCE

An employee who is absent from his or her assigned work location for schedule for three (3) days without notification to the employee's supervisor or without proper cause and who is not on official leave approved by supervisory personnel, shall be considered absent without authorized leave. In such cases, the Employer may regard the job as abandoned and the employee automatically terminated, unless the employee provides the Employer with acceptable and verifiable evidence of extenuating circumstances. Unauthorized leave or un-excused absence will not be compensated in any form by the Employer, including Employer-sponsored employee benefits.

ARTICLE 41 UNION REPRESENTATIVES

- A. Union Representatives:** Authorized Union representatives may visit the Employer for the purpose of conferring with employees in the bargaining unit, and for the purpose of conferring with representatives of the Employer at mutually agreeable times, upon reasonable advance notice to the Employer, so long as such visits do not interfere with, or disrupt either the normal operations of the Employer or the employees working schedules.
- B. Union Stewards:** GVA agrees that the Union may appoint one or more union stewards from among the employees in the bargaining unit. The Union will notify GVA of the identity of such stewards. Stewards shall be permitted to present and process grievances to GVA without loss of pay. Union Stewards will not incur lost time for administering the Collective Bargaining Agreement.
- C.** Any meeting between GVA and an MSEA steward will be held at a mutually agreeable time. Meetings may be held outside of regular GVA business hours (before 8:00 am and after 5:00 pm).
- D.** Union stewards are authorized by the Union to negotiate and enter into agreements with GVA concerning the settlement of grievances.
- E.** Union stewards are eligible for 6 days of unpaid leave per year, in aggregate across all union stewards and not individually, to attend MSEA steward training. Notification to the supervisor by the union steward shall be made 30 days in advance of the unpaid leave. GVA may deny leave if it falls during a period when staffing shortages are anticipated. A year for the purposes of this article shall begin on July 1 and shall end June 30th of the following year.
- F. Leave for Long-Term Union Activities:** Requests for an unpaid leave of absence for long term union activities shall be considered by GVA. Requests shall be limited to one request per 12 month period and shall be for no more than 90 days. All GVA sponsored benefits shall be suspended for the period of leave. Should an employee wish to continue his or her insurance benefits, they may do so by reimbursing GVA the full cost of such insurance benefits. The employee must use his or her PTO while on such leave, except that he or she may choose to leave a maximum of 20 hours in their PTO account.

ARTICLE 42 UNPAID TIME OFF

- A. This article shall apply only to those bargaining unit employees who are not eligible for and do not accrue any Paid Time Off benefits. Such employees are eligible for Unpaid Time Off as follows:

At the end of 6 months of employment: one week (7 days)

At end of 1 year of employment or more: one additional week (7 days)

- B. The week earned at the end of 6 months and the additional week earned at the end of 1 year must be used by the end of the second year of employment and cannot be carried forward. The 2 weeks total earned at the end of the second year employment anniversary and up shall be used by the end of each year of employment and cannot be carried forward.
- C. Unpaid Time Off shall be used only in increments of a week. Relief and part-time relief employees shall not be penalized in terms of their relief/call-in performance for periods that they are on approved Unpaid Time Off.
- D. Employees eligible for Unpaid Time Off may sign up for time off through the semiannual posting used in Article 30, Paid Time Off. The same procedures and protocols shall apply for determining who is granted time off, whether paid or unpaid, should the Program Manager determine that the number of people requesting time off for the same period conflicts with the operating needs of the facility. Seniority shall be the deciding factor regardless of whether the employee is eligible for Paid Time Off or Unpaid Time Off.
- E. Any requests for Unpaid Time Off after the sign up period will be considered by the Program Manager. Once a request for Unpaid Time Off is approved by the Program Manager, that employee's approved request cannot be bumped by an employee with Paid Time Off or an employee with more seniority.
- F. When a relief or part-time/relief employee is not on approved Unpaid Time Off, he or she is expected to accept relief assignments of up to (40) hours per week, inclusive of regularly scheduled hours, depending on relief staffing demands and may volunteer for overtime as offered. All provisions of Article 6, Call-In Procedure still apply and remain in full force.

ARTICLE 43 VEHICLE USE

- A. Use of Personal Vehicles. Due to the nature of providing timely and flexible supports to those receiving services from GVA, employees may be requested, and in limited cases required, to use their personal vehicle, when a company vehicle is unavailable. Personal vehicle use on behalf of GVA is strictly voluntary except that GVA may require personal vehicle use by Work Support Professionals when vacant positions are posted as requiring personal vehicle use.
- B. For personal vehicle use on the job, employees must provide the agency with proof of insurance on their personal vehicle indicating state mandated insurance limits for automobile registration.
- C. The same driving record requirements apply for personal vehicles use for business related activities as it does for use of company owned vehicles.
- D. Use of Company Owned Vehicles. When using vehicles owned by GVA, employees are expected to exercise care, and follow all operating instructions, safety standards, and guidelines.
- E. GVA requires that employees have a valid Maine driver's license with a driving record acceptable by GVA's automobile insurance company so the employee may be listed as a covered driver for operating a company vehicle. Driving record checks will occur prior to any employment offer from GVA and periodically during employment as well.

ARTICLE 44 WORK SCHEDULES & HOURS OF WORK

- A. Work schedules for employees vary throughout the organization. Supervisors will post the employee's work schedules at least fifteen (15) days before they go into effect.
- B. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
- C. If GVA decides to change the regular weekly schedules of employees at a worksite on a long term basis and proposals are being considered by management and staff at that worksite as to the changes in the schedules, GVA shall ensure that employees at that worksite are in agreement with the final schedule prior to implementation by collection of their signature in agreement. Should any employee be in disagreement with the change, GVA reserves the right to implement the schedule it believes is best for the overall operation of the program.
- D. Payroll Week. The established weekly payroll period for the Employer begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on the following Friday.

- E. Normal Week. Employees are normally scheduled to work varying hours per week. The schedule for some employees may include work on Saturday and Sunday. The hours an employee is expected to work are scheduled by the supervisor. The Employer must maintain flexibility in the scheduling of work.
- F. In order to accommodate the Employer's varying schedules involving consumer's athletic and special events, consumer absence or staffing shortages and emergency, an employee's work schedule may be changed on short notice. For other changes in the normal schedule of work employees will be notified at least two weeks before the effective date of the change (see also REDUCTIONS IN FORCE).
- G. No Guarantee. Nothing in this contract shall be construed as a guarantee to any employee of hours to be worked per week or per year.
- H. Required Overtime. See CALL IN PROCEDURE.

ARTICLE 45 SOCIAL NETWORKING

- A. Green Valley Association realizes that many employees may participate in social media as a way to share their life experiences. Social media includes all means of communicating or posting information or content of any sort on the Internet, including your own or someone else's internet web page, blog, any social networking site (such as Facebook) As well as any other form of electronics communication
- B. Any social media posting by an employee shall be consistent with GREEN VALLEY ASSOCIATION'S policies including but not limited to State and Federal laws, residents rights, policies and procedures. There will be no mention of Green Valley Association in social networking in a negative, complaining, harassing, slanderous or disrespectful way of Green Valley Association, co-workers, or residents

ARTICLE 46 DRESS CODE

GVA Understands that employees providing direct support are required to sit, stand, bend, walk, assist, stoop and reach. It is recognized that employees need to be dressed comfortably and appropriately. Employees that are providing support to clients in the community are an extension of GRV. Employees must be dressed appropriately No cleavage or backsides showing when bending or kneeling. In the event of providing proper support to clients, ladies are required to wear supportive garments. While Yoga Pants or comfortable leggings are allowed, staff cannot work in pajamas. In the event of an emergency, staff may be required to transport consumers or meet with guardians/families and need to be dressed appropriately

ARTICLE 47 Professionalism

- A. It is Important to remember that GVA is operating a 24hour 7 day a week residential homes, community support and work supports. All employees need to be aware that these homes are the homes of our residents. All staff is required to maintain professionalism. No offensive language will be tolerated. Any guests coming into the home, (Family's, Guardians, Case managers, Friends of residents etc.) will be greeted kindly and respectfully

- B. If there is a conflict or issue that arises between staff or staff and supervisors working together, this will be discussed in a confidential manner and setting. Respect will be given and focus will be on our residents and their needs at all times. Again - Any guests coming into the home, (Family's, Guardians, Case managers, Friends of residents etc.) will be greeted kindly and respectfully

- C. If there is an issue that arises that employees are not able to resolve on their own, they need to bring this to the attention of their direct supervisor. If the problem still exists, employees are to bring this matter to the Residential Program Director or Community Supports Supervisor. If the problem continues to exist after discussing and making every attempt to resolve the matter, employees are asked to bring the issue to the attention of the Executive Director.

- D. All employees are expected to follow this chain of command and the directives of their supervisors


ARTICLE 48 DURATION

- A. This contract is in the form agreed upon by the negotiating parties on June 26th. 2015, and has been ratified by both the bargaining unit and the Board of Directors of GVA. This is a two year contract.

- B. This agreement shall become effective as of July 1, 2015, and shall continue in full force and effect until midnight on June 30, 2017. It shall be self-renewing for yearly periods unless notice of intention to terminate or modify the agreement is given in writing by either party to the other not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the expiration date.

In Witness thereof the parties hereto have caused this agreement to be executed

MSEA-SEIU Local 1989


Mike Castaneda, Chief Negotiator


Felicia Glidden Team Leader


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GREEN VALLEY ASSOCIATION


Jennifer Walker CEO/Chief Negotiator