

AGREEMENT
BY AND BETWEEN
GREEN VALLEY ASSOCIATION
AND
MAINE STATE EMPLOYEES ASSOCIATION
SEIU, LOCAL 1989

July 1, 2017–June 30, 2019

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PREAMBLE

This Agreement is made pursuant to the National Labor Relations Act, by and between GREEN VALLEY ASSOCIATION (“GVA” or “Employer”) and the MAINE STATE EMPLOYEES ASSOCIATION SEIU Local 1989 (“MSEA” or “Union”).

It is the intent and purpose of this Agreement to assure a mutually beneficial working relationship between the parties, hereto, to provide an orderly means of resolving any misunderstandings or differences which may arise, and to set forth herein full agreements between the parties concerning wages, benefits, and working conditions of employment.

ARTICLE 1 RECOGNITION

The Green Valley Association’s Board of Directors recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, benefits, and other working conditions for:

All regular full-time, regular part-time and relief, Home Support Professionals, Community Support Professionals, Work Support Professionals, and all other employees employed by the employer at its Home Support programs, Community Support programs, and Work Support Programs, including: 13 Gardner Street, 15A Katahdin Street, 219 Shin Pond Road and 15B Community Connections locations in Patten. 10 Burleigh Street and 13 Sewall Street in Island Falls. but excluding the Executive Director, Program Director for Work and Community Support, Program Director for Home Support, Home Support Managers, Community Supports Manager, Work Supports Manager, PCP Coordinator, Administrative Assistants, managers, confidential employees, temporary employees, and supervisors as defined in the Collective Bargaining Agreement

The words “employee” and “employees” when used in this agreement apply to the above-identified classifications.

Gender Neutral: All references to employees in this Agreement designate both genders, and wherever the male or female gender is used, it shall be construed to include male and female employees.

ARTICLE 2 ACCESS TO PERSONNEL FILES

Access to Personnel Files: GVA maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of GVA, and access to the information they contain is restricted. Only GVA supervisors, management personnel, GVA Central Office staff, GVA

legal counsel, and legally entitled external entities who have a legitimate reason to review information in a file are allowed to do so. GVA will allow, with written consent from the employee, persons or entities of the employee's choice to review the employee's personnel file.

Employees who wish to review their own files, or wish to have someone else review their own files should contact the Executive Director. With reasonable advance notice, employees or those people that the employee has given consent for may review the personnel files in GVA's offices and in the presence of an individual appointed by GVA to maintain the files. Personnel files and the original documents documented in the files will not be removed from the premises where the personnel files are located.

Personnel Data Changes: It is the responsibility of each employee to promptly notify GVA of any changes in personnel data. Personal mailing addresses, telephone numbers, cell phone numbers, numbers and names of dependents, individuals to be contacted in the event of an emergency. Educational accomplishments and other such status reports should be accurate and current at all times. If any personnel data has changed, notification shall be made to GVA's Central Office. All employees are expected to have voice mail box set up and to return all messages by supervisors/management.

ARTICLE 3 ARBITRATION

- A. Appeal: If, and only if, the grievance concerns an alleged breach of a specific provision of this Agreement, and does not involve an allegation which could be, or could have been, submitted to the Equal Employment Opportunity Commission (EEOC) or the Maine Human Rights Commission (MHRC) and if the grievance has been properly processed through the grievance procedure set forth in Article 17, the grievance may be appealed to arbitration by the Union. GVA does not agree to arbitrate issues which have been or could be presented to the EEOC or the MHRC. The Union shall serve notice on the Employer within ten (10) workdays after the date of the Personnel Committee's decision, indicating the Union's intention to appeal the grievance to arbitration and setting forth a written statement of the specific provision or provisions of this Agreement alleged to have been violated. If, however, the grievance is not appealed to arbitration as provided in this Section within said ten (10) workday period, the Personnel Committee's decision shall be final. No employee shall have the right to invoke this arbitration procedure.
- B. Selection of Arbitrator: Promptly after the Union's notice to GVA of the Union's intention to appeal to arbitration, the Union shall contact GVA for the purpose of attempting to mutually agree on the selection of an arbitrator. If GVA and the Union do not agree on the selection of an arbitrator within fifteen (15) workdays of the date of the notice of intention to appeal, the matter shall be submitted to the American Arbitration Association for the selection of an arbitrator and the arbitration shall be governed by the voluntary arbitration rules of the American Arbitration Association. The fifteen workdays to mutually agree on the selection of an arbitrator may be extended by no more than ten workdays upon written agreement by both GVA and the Union.

- C. Arbitrator's Jurisdiction: The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement, or to hear the merits of any grievance which does not qualify as a grievance subject to the arbitration provision that it set forth in Section 1 of this Article.

The arbitrator shall not impose on either party hereto a limitation or obligation not expressly provided for in this Agreement or establish or alter any wage rate or wage structure or interpret any Federal or State statute, regulation, or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance. The arbitrator shall not hear or decide more than one grievance at any one time without the mutual consent of the Employer and the Union unless the grievance at issue directly relates to the same express provision or provisions of this Agreement, and each grievance was timely appealed to arbitration by the Union when the arbitrator was selected by the parties. The award in writing of the arbitrator on the merits of any grievance properly adjudicated within his jurisdiction and authority as specified in this Agreement shall be final and binding on the Employer, the Union, and the employee(s).

- D. Arbitration Expenses: The cost and expense for the arbitrator and for the production of any records will be borne equally by the parties. The fees and expenses of counsel called by either party shall be borne by the parties so calling counsel.
- E. Location: All arbitrations under this Section shall take place in Maine, within 100 miles of GVA's principal office in Island Falls, Maine.
- F. Expenses of Witnesses: Witnesses called by the Employer shall be reimbursed by the Employer for any loss of normal working time; the Employer shall not be responsible for payment to witnesses called by the union for any loss of normal working time. The grievant shall be reimbursed by the Employer for any loss of normal working time resulting from the grievant's presence at any arbitration hearings. The Employer will cooperate in reasonable ways in attempting to arrange schedule changes, where practicable, for necessary witnesses in the arbitration provided the Union gives the Employer at least seven (7) workdays notice of the name of such witnesses requested by the Union.
- G. Transcript: Either the Employer or the Union may require that a transcript of the hearing be made by a stenographer and that the transcript will become the official record of the hearing. A copy of the transcript will be supplied to the arbitrator, to the Employer, and to the Union. The cost of the transcript and the cost of the three required copies of the transcript will be shared equally by the Employer and the Union. The arrangements with a stenographer shall be made by mutual agreement of the Employer and the Union or in the absence of such agreement, by the party requesting that a transcript be required.

ARTICLE 4 BEREAVEMENT LEAVE

- A. For the purposes of this Article, the following definitions apply:
- “Immediate family” is defined as the employee's spouse, parent, child, sibling; the employee’s step child, step parent, step grandchild, step brother and step sister, ward, the employee's spouse's parent, child, or sibling; the employee's child's spouse; the employee's grandparents or grandchildren; and the employee's domestic partner (if he or she has lived in household for 12 months and is still living in household); and anyone under legal guardianship of the employee.
 - “Other members of the immediate family” shall mean the guardian ,Aunts, Uncles, nieces, nephews, sister and brother in-laws, mother and father in-laws and grandparents of the employee’s spouse.
- B. Upon the death of an immediate family member, employees can receive up to three (3) days paid bereavement leave to be used within seven (7) calendar days after the death, unless funeral services are delayed until a later date and the employee requests an extension from the Executive Director of the seven (7) day period for that reason.
- C. Upon the death of other immediate family, the employee can receive one (1) day paid bereavement leave to be used within seven (7) calendar days after the death, unless funeral services are delayed until a later date and the employee requests an extension from the Executive Director of the seven (7) day period for that reason.
- D. Bereavement leave is granted on a per-occurrence basis. Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. In all cases, bereavement leave can only be paid if the employee was scheduled to work that day and only in the amount of hours the employee was scheduled to work each day.
- E. Bereavement pay is calculated based on the employee's straight-time hourly rate. In the event that an employee is not working due to an excused absence, such as vacation, personal leave, or FMLA, the employee is eligible to receive bereavement pay for the time scheduled to work that day or days, in the amount of hours of the employee's scheduled shift. Employees may, with their supervisors' approval, use any available PTO leave for additional time off as necessary.

ARTICLE 5 BULLETIN BOARDS

- A. All Union materials to be posted shall be signed by an authorized Union representative or be identified with an official MSEA logo. The Union shall have reasonable access to bulletin boards to post notice of Union meetings and the names and phone numbers of Union stewards and officers.
- B. The Union agrees it shall not post partisan political and/or inflammatory matter. The Parties agree to meet and discuss any disputed notice. GVA will continue to provide a Bulletin Board in each facility where members of the bargaining unit have a primary work site.

ARTICLE 6 CALL-IN PROCEDURE

- A. This article outlines the procedure for the filling of shifts that are vacant due to a work absence approved by GVA, additional shifts that have been added by GVA that are not part of any position, or shifts that have become vacant due to an employee vacating a position that has not yet been filled by GVA in accordance with Article 16 Filling of Vacant Position classifications are subject to call-in as follows:
- B. Full-Time Employees: Full-time employees may, on a voluntary basis, be subject to call-in for voluntary overtime. Full-time employees are required to be subject to call-in for emergency coverage. Such coverage applies only to the program that the full-time employee is regularly scheduled in.
- C. Part-Time Employees with 7 or more years of seniority: Part-time employees with 7 or more years of seniority may elect to be subject to call-in on a voluntary basis for scheduled, planned, and unplanned coverage. Part-time employees are required to be subject to call-in for emergency coverage. Should a part-time employee in this classification elect on a voluntary basis to be subject to call-in, he or she shall be subject to call-in at the program they are regularly scheduled in and may elect to be subject to call-in at another program, with the program assignments being determined by GVA.
- D. Part-Time Employees with less than 7 years of seniority: Part-time employees with less than 7 years seniority are required to be subject to call-in for scheduled, planned, unplanned and emergency coverage. He or she shall be subject to call-in at the program they are regularly scheduled in and may elect to be subject to call-in at additional programs, with the program assignments being determined by GVA.
- E. Relief Employees: Relief employees are required to be subject to call-in for scheduled, planned, unplanned and emergency coverage. Relief employees shall be responsible for relief call-in at two programs, with the program assignments being determined by GVA. Such employees may elect to be assigned relief at additional programs,

F. For purposes of this article only, programs will be considered as follows:

- (1) Community Connections, Community Based Supports, and Work Supports shall be considered one program,
- (2) Katahdin Street Home is considered one program,
- (3) Sewall Street Home is considered one program,
- (4) David Street Home is considered one program,
- (5) Gardner Street Home is considered one program, and
- (6) Shin Pond Road Home is considered one program.

G. GVA may from time to time, at its own discretion, change program assignments for relief employees and for part-time employees who have chosen to be subject to call-in for a program in addition to the program in which he or she holds a regularly scheduled position in.

H. In staffing shortage situations, GVA may assign relief employees to additional programs for call-in. Should this be necessary, it will be done on a voluntary basis in order of seniority. Should there be no relief employees to accept the additional assignment, GVA shall make the assignment to relief employees in inverse order or seniority.

Scheduled Coverage Procedure

A. These are vacant shifts that have been created due to approved work absences through the semi-annual paid time off posting or through another approved work absence that is known well in advance.

These vacant shifts shall be filled according to the following:

(1) All program managers will meet as a group between the 1st of the month and the 7th of the month. They will review all vacant shifts in the agency and the available Part-time/Relief and Relief staff assigned to each program.

(2) Managers will fill the shifts using available staff on the Part-time/Relief and Relief Staff seniority lists assigned to each program. Managers will exclude Part-time/Relief and Relief staff who have approved time off during the time of the vacancy.

(3) Schedules will be posted by the 15th of the following month.

(4) Part-time/Relief and Relief employees will be responsible for checking the schedule in the programs that they are assigned. Part-time/Relief and Relief employees will be responsible for the shifts assigned.

Planned, Unplanned, and Emergency Coverage Procedure

- A. Planned coverage means vacant shifts that have been created due to a requested work absence at least 7 days in advance of the scheduled shift but have not been approved through the semi-annual paid time off posting.
- B. Unplanned coverage means vacant shifts that have been created due a requested work absence that is more than 24 hours but less than 7 days before the start of the scheduled shift. Employees requesting time off, for this type of unplanned coverage, must fill out the proper request forms and get approval from their supervisor
- C. Emergency coverage means vacant shifts that have been created due to requested work absence that is less than 24 hours before the start of the scheduled shift. Emergency is defined as serious, unforeseen personal or family circumstances that require immediate action on the part of the employee and may be verified by GVA. Examples include injury, illness, accident, and loss of life or property. Employees must call the program site as soon as possible so that proper coverage is being maintained.

While GVA will make every attempt to grant the employee's request for an approved absence that is planned or unplanned, within reason and within the terms outlined in this agreement, GVA reserves the right to deny such work absence requests due to operational demands of the program.

- D. The vacant shifts created by a planned, unplanned, or emergency work absence requests shall be attempted to be filled according to the following:
 - (1) The employee shall seek a shift swap with a co-worker at the same program, unless a shift swap is not feasible. Shift swaps shall be of equal hours or shall be made to be equal with the use of PTO by one of the employees involved in the shift swap. Shift swaps shall be approved by a GVA supervisor or administrator.
 - (2) If a shift swap cannot be achieved, the shift(s) will be attempted to be filled according to the relief/call-in list procedure as outlined below.
 - (3) If the requested work absence cannot be filled according to (1) and (2) above, the request is denied. If the work absence request is covered by FMLA or some other legally entitled leave that cannot be denied by GVA, or if the employee with the work absence request has an emergency, as defined in this article, then the vacant shift(s) shall be assigned according to the mandatory section of the relief/call-in list procedure as outlined below.

Relief/Call-In List Procedure

A. The relief/call-in list outlines the process and order for attempting to fill shifts created by a requested work absence that is planned, unplanned, or emergency. Each program, as defined above, shall have its own relief/call-in list and shall be broken down into the following four sections:

(1) Relief: This section is comprised of relief employees and part-time employees according to the classifications above. This section shall be in order of seniority and shall be the first list used when attempting to fill shifts for requested work absences.

(2) Voluntary Overtime: This section is comprised of employees who are regularly scheduled to work 40 hours or more a week and who wish to be contacted for shifts to be filled that result in overtime. This section shall be in order of seniority. If a shift cannot be filled using (1) Relief and if a GVA supervisor, administrator, or on-call manager has authorized the use of the voluntary overtime list, this list shall be used.

(3) Part-time not on Relief: This section is comprised of employees who are part-time but who have elected, due to their 7 or more years of seniority, to not be on the relief list. This section shall be in order of seniority and shall be utilized only if a shift cannot be filled in accordance with (1) Relief and (2) Voluntary Overtime and is a last resort before going to (4) Mandatory.

(4) Mandatory: This section shall be comprised of all employees in that program, as defined in this article. This section shall be in inverse order of seniority and shall rotate such that any employee, regardless of seniority, moves to the bottom of the list after having been mandated to work a shift. If a shift cannot be filled using (1) Relief, (2) Voluntary Overtime, or (3) Part-time not on Relief and a GVA supervisor, administrator, or on-call manager has deemed that the requested work absence is an emergency, this list shall be used. It will be the responsibility of the supervisor, administrator, or on-call manager to make calls to mandate a shift.

General Call-In Provisions

1. Relief and Part-time employees subject to relief will be expected to accept relief work of up to forty (40) hours per week, inclusive of regularly scheduled hours, depending on relief staffing demands.
2. Supervisors will take all reasonable steps to avoid scheduling excessively long relief shifts. When mandating a shift is necessary, employees shall not be mandated such that they work more than 16 consecutive hours in any 48 hour period.

3. All employees are expected to have a home/cell phone with voice mail set up to accept and return work related phone calls.
4. When mandating is necessary, employees scheduled to work or already working the shift previous to the one that is vacant, may be held over, in inverse order of seniority, by GVA until the mandated employee can arrive to work.
5. In situations where a scheduled employee does not show up for a shift within 15 minutes of its start time and another employee has accepted the shift through the relief/call-in process, then the scheduled employee is considered to have given up his or her shift and the employee who has been called in shall be entitled to work the shift, unless he or she makes the decision to give it back to the scheduled employee.
6. An employee who has received an approved work absence and whose shift(s) have been filled, cannot bump back into his or her shifts that have been filled, unless the employee(s) who filled the shift(s) agrees to give the shifts back to the scheduled employee.
7. The supervisor, administrator, or manager on-call must give approval before the overtime section of the relief list is used. Requests that are not covered by FMLA or another legally entitled form of leave or that are not emergency in nature, as defined in this article, may be denied by GVA solely on the basis that it cannot be filled without going into overtime.
8. If an employee cannot be reached to be mandated, the next employee down on the list shall be contacted to be mandated, and so forth until the shift is filled. Employees who could not be contacted to be mandated shall not move to the bottom of the list.
9. Once on shift, an employee may not replace themselves for any part of their shift without management approval. Only in instances where there is an emergency, as defined above in this article, will employees be granted approval to replace themselves once on shift. Employees may never leave their shift early without replacing themselves, even when the full amount of scheduled staffing is not necessary, unless authorized to do so by management.

ARTICLE 7 CLASSIFICATIONS OF EMPLOYEES

- A. The following words and terms, wherever used in this Agreement, have the meaning indicated below:
- B. Probationary employee: An employee of GVA who is in their first six months of employment with GVA, or in an extended probationary period in accordance with Article 37 Seniority. Probationary period employees shall not be covered by the provisions of this agreement.
- C. Full-time employee: An employee of GVA who has completed his or her probationary period and is hired to work forty hours per week in a full-time designated and scheduled position at one work site. A full-time employee in a designated and scheduled position is eligible for the GVA's fringe benefits package. GVA is limited to the number of full-time positions available. Full-time employees shall be subject to call-in as outlined in Article 6 Call-In.
- D. Part-time employee: An employee of GVA who has completed his or her probationary period and who works in a position at one work site which is a designated and scheduled part-time position, but less than 40 hours per week. Part-time employees shall also be subject to call-in as outlined in Article 6 Call-In. (Fringe benefits will be based upon the agreed terms in this agreement.)
- E. Relief employee: An employee of GVA employed at one or more work sites to fill vacancies, created either from full-time or part-time employees. This employee works as needed and is not eligible for fringe benefits. There is no obligation on the part of GVA to schedule relief employees. Relief employees are required to respond to call-in as outlined in Article 6 Call-In.
- F. Exempt-Non Exempt: All bargaining unit employees are considered Non Exempt employees under the Fair Labor Standards Act.

ARTICLE 8 COMPENSATION

- A. Compensation: All hourly rates of pay shall be arrived at pursuant to the provisions of this contract relative to assignments and schedules. Additionally, the rates of pay for hours worked by members of the bargaining unit shall be defined in addendum "A"

ADDENDUM A (Revised as of 12.6.2017)

FY18 DSP WAGE SCHEDULE (July 1, 2017 – June 30, 2018)

		Hourly Rate	Hourly Rate	Hourly Rate
Tier	Tenure @ 7/1/17	@ 6/30/17	@ 7/1/17	@ 1/1/18
1	Hire to 6 mos	\$9.00	\$9.15	\$10.60
2	6+ mos to 1.5 yrs	\$9.18	\$9.33	\$10.75
2	1.5+ year to 2.5 yrs	\$9.41	\$9.56	\$10.75
3	2.5+ yrs to 3.25 yrs	\$9.65	\$9.80	\$11.00
3	3.3+ yrs to 6 yrs	\$9.89	\$10.04	\$11.00
4	6+ yrs to 6.4 yrs	\$10.14	\$10.29	\$11.25
4	6.5+ yrs to 8 yrs	\$10.39	\$10.54	\$11.25
5	8+ yrs to 10 yrs	\$10.71	\$10.86	\$11.50
6	10+ yrs to 15 yrs	\$12.12	\$12.27	\$12.87
7	15+ yrs to 20 yrs	\$12.36	\$12.51	\$13.11
8	20+ yrs to 24 yrs	\$12.90	\$13.05	\$13.65
9	24+ yrs to 33 yrs	\$13.22	\$13.37	\$13.97
10	33+ yrs	\$16.20	\$16.35	\$16.95

B. Commencing July 1st 2017 the hourly base rates of pay shall be increased as shown on addendum “A” Year two is addressed in a wage reopener under Item J.

- C. Home Support Coordinator Premium: Employees assigned the responsibilities of Residential Coordinator shall be paid an additional 20¢ per hour for each consumer he or she is assigned this responsibility. The additional pay shall be on all hours worked. Whether or not an employee is selected to be a coordinator and the assignment of coordinators to consumers is at GVA's discretion. If an employee is assigned to be a coordinator, he or she shall not be assigned coordinator for more than two consumers.
- D. Shift Differential: GVA will pay an additional \$1.00 per hour for all shifts starting between 8 p.m. and 5:59 a.m.
- E. New Hire Starting Wages: As of July 1, 2017, GVA's starting wage for any new hires will be \$9.15 and as of January 1, 2018, starting wage for any new hires will be \$10.60/hr. and increase to \$10.75 after they have successfully passed probation. If an employee is a rehire within two years from their last date of employment with GVA, then the employee's starting rate of pay shall be their rate of pay from when they were most recently employed by GVA
- F. Cancelled In-Service Training: Should it be necessary for GVA to cancel a scheduled in-service training, employees whose regular work schedule would have included working on the day of the cancelled in-service training shall be allowed to resume their regularly scheduled work hours, should they choose to do so. If the employee elects not to resume his or her regular work schedule, he or she shall not receive compensation. Should the employee elect to resume his or her work schedule, the employee being displaced from the schedule shall not receive any compensation.
- G. Direct Deposit Required: As of 1/1/2014, employees shall receive all their pay by direct deposit.
- H. Longevity Bonus: Effective January 1, 2018, the following longevity-based bonuses shall be paid to bargaining unit employees. The bonus shall be pro-rated based on the full-time equivalency (FTE) of the employee. For the purpose of this calculation, full-time is defined as 40 hours per week. The full-time equivalency will be based on the average hours the employee worked each week of the prior year. Earnings codes included in the calculation are regular hours, training, and PTO hours.
On January 1, 2018, any bargaining unit employee with cumulative seniority that is equal to or greater than eight (8) years will receive a bonus payment equal to twenty dollars (\$20) times the employee's number of continuous calendar years of service in the bargaining unit times the employee's FTE.

EXAMPLE: Longevity Bonus Date 1/1/2018

1. Jane Doe was hired by GVA on May 19, 2005.
 - a. *Her tenure on January 1, 2018 is 13 years.*
2. She has a 36 hour position at David Street.
 - a. *36 hours divided by 40 hours = 90% FTE*
3. Jane's longevity bonus is \$234.
 - a. *13 years x \$20/year x 90% FTE*

Table of Full Time Equivalencies (Under 40 Hours)

Position Hours	FTE	Position Hours	FTE
20	0.5	30	0.75
21	0.53	31	0.78
22	0.55	32	0.8
23	0.58	33	0.83
24	0.6	34	0.85
25	0.63	35	0.88
26	0.65	36	0.9
27	0.68	37	0.93
28	0.7	38	0.95
29	0.73	39	0.98

- I. Recognition for prior experience: Credit shall be given new employees for verified prior experience as a DSP within 5 years. The employee shall be compensated according to the appropriate tier for their years of DSP experience, up to Tier 5
- J. Compensation Reopener clause: For Compensation wages for the 2nd year of this Collective Bargaining Agreement, GVA and MSEA agree to meet no earlier than 60 days prior to July 1st 2018 for the purpose of renegotiating Base Wages for all Bargaining Unit Employees and to address the implementation of the minimum wage base increase on January 1, 2019 pursuant to Maine Revised Statute, title 26, chapter 7, sub chapter 3, paragraph 664

K. QUARTERLY BONUS

Effective January 1, 2018, Employees averaging at least 32 hours worked per week during each quarter will be eligible for a bonus. Any employee, regardless of classification as full-time, part-time, or relief, is eligible for the quarterly bonus. New employees must complete the probationary period prior to being eligible for this bonus. Only hours actually worked will be included, which are “regular” and “training” earnings codes. The hourly bonus amount for FY2018 is \$.25/hour. At the time of reopening compensation base wages for FY 2019, the quarterly bonus will also be renegotiated.

Determination of whether an employee is eligible for the bonus will be as follows:

1. The regular and training hours for each employee in the bargaining unit will be tallied using payroll records for pay checks issued during the quarter.
2. The average will be calculated based on the number of paydays during the period.
3. Those employees averaging 32 or more hours per week during the quarter will be identified.
4. Each eligible employee will receive the hourly bonus amount multiplied by the total regular and training hours (calculated in Step 1 above).
5. Bonuses will be paid by the end of the month following the close of the preceding quarter. See the FY2018 schedule below.

Quarter Begins	Quarter Ends	# Paydays	Bonus Paid by
January 1, 2018	March 31, 2018	13	April 30, 2018
April 1, 2018	June 30, 2018	13	July 31, 2018
July 1, 2018	September 30, 2018	13	October 31, 2018
October 1, 2018	December 31, 2018	13	January 31, 2018

ARTICLE 9 COMPLAINTS AND INVESTIGATIONS

- A. This Article outlines a process for investigating complaints or allegations made internally or externally and not from normal supervisory activities. Further, this Article applies only to investigations by GVA and not to investigations conducted exclusively by legally entitled external entities. Bargaining Unit Employees have the right to Union Representation.
- B. A supervisor shall be responsible for insuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated. The investigator shall be allowed to interview the complainant prior to notifying the employee.
- C. If after preliminary investigation no probable cause is found, the investigation will terminate and the employee shall be informed in writing that a complaint was made against him or her but was unfounded.
- D. When an investigator believes that probable cause has been established, the investigator shall inform in writing the employee under investigation and his/her supervisor of the nature of the investigation. In addition to GVA notifying the employee in writing if they are placed on administrative leave or is under investigation, GVA will also notify MSEA Steward in writing on every employee that is placed on administrative leave or is under investigation.
- E. When the employee under investigation is to be interviewed concerning alleged conduct which could result in discharge or other discipline, the employee shall be notified in writing, at least forty-eight (48) hours prior to the interview, unless the Parties agree to waive this time frame. In investigations into client abuse, neglect, or exploitation, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the interview.
- F. Prior to being interviewed pursuant to this Article, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with his/her Union representative. Such representative may consult and represent the employee during the interview.
- G. MSEA stewards representing employees during interviews in investigations being conducted by State of Maine entities which cannot be scheduled during the steward's time off from work, will not suffer lost wages.

- H. Any interview of the employee shall be conducted at a reasonable time and, when practicable, without interference with services, when the employee is on duty. The interview shall take place at a suitable location and, when practicable on the employer's premises. Confidentiality of the interview shall be maintained and the employee may be required to sign a confidentiality agreement. The interview shall be limited to questions which are directly related to the allegations or complaints. The employee shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment.
- I. If an employee is to be interviewed as a witness only, the employee shall be so informed at least forty-eight (48) hours prior to the interview, unless the Parties agree to waive this time frame. In investigations into client abuse, neglect, or exploitation, such reasonable notice as the circumstances permit shall be given. If during the course of the interview, however, it becomes apparent that the employee may be subject to discipline as a result of conduct which is the subject of the interview, the employee will be so informed and the interview will be terminated at the request of the employee.
- J. No employee shall be required or requested to submit to any test or examination. A test or examination may be given if requested by the employee.
- K. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the employee's personnel file.
- L. If an employee is put on leave pending investigation of allegations of misconduct, and the allegations against the employee are determined by the employer to be unwarranted [or do not justify the loss of time the employee is on leave], the employee will be made whole for all normal compensation from GVA lost as a result of the leave.
- M. As soon as practical after the investigation has been closed, the employee will be informed in writing of the results and the action, if any, to be taken. GVA will endeavor to notify the employee(s) involved in writing that the investigation has been closed within seven (7) working days after the date on which GVA has closed the investigation. GVA will endeavor to notify the employee(s) involved, in writing within ten (10) working days after notification of the closing of the investigation, the action, if any, taken or to be taken as a result of the investigation.
- N. GVA retains the right to immediately suspend or discharge an employee pursuant to the provisions of the Discipline Article.

ARTICLE 10 COPIES OF THE CONTRACT

For the duration of this agreement, the Union agrees to provide to all current members of the Union a copy of the contract and the Employer agrees to provide to any other employees covered under this contract a copy of the contract upon request of the employee. GVA will provide a copy of the contract at each worksite location that is available to all employees. Employees shall be allowed to review the contract during breaks and meal periods. Should an employee who is not a member of the union decide they would like a copy of the contract, it will be provided within one business day of the employee's request. GVA agrees to provide access to the contract on its website as well.

ARTICLE 11 DISCIPLINE

- A. No employee shall be disciplined without just cause. Notwithstanding, the foregoing, new employees in an initial probationary period may be dismissed without GVA establishing just cause.
- B. Disciplinary action shall be limited to the following: verbal warnings, written warnings, written reprimand, suspensions, and discharge. The principles of progressive discipline shall be followed. The only exception is that any employee that is found to have caused abuse, neglect, or exploitation to a client/resident or co-worker may be subject to immediate dismissal.
- C. Every disciplinary action will be discussed with the employee and a record of the discipline will be made a part of the employee's personnel file. In cases of a suspension or a discharge from employment, prior to meeting with the employee GVA shall notify the employee in writing of the conduct for which disciplinary action is being imposed and of the disciplinary action to be taken. Such written notification shall be 48 hours in advance of the disciplinary meeting, unless the employee agrees to waive the 48 hours of notice.
- D. At such meeting, the employee shall have the opportunity to respond to the conduct of which they were deemed to have committed and to the disciplinary action to be taken. The employee will be entitled to have union representation present during the meeting if they request union representation to the union.
- E. The employer shall be responsible for removing records of warnings and preventable accident reports shall be removed from personnel files after two (2) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date.

- F. The employer shall be responsible for removing records of suspensions, which shall be removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of disciplinary suspensions resulting from consumer abuse, neglect, exploitation, or mistreatment shall not be removed from the personnel file.

GVA may use non-disciplinary written counselings at its sole discretion to address issues that GVA feels do not rise to a level requiring discipline but still require attention. Upon the request of the employee, records of counselings shall be removed from the personnel file after one (1) year from the date of the occurrence provided that the employee has had no related disciplinary action since that date.

ARTICLE 12 DUES DEDUCTION

- A. The Employer agrees to deduct regular monthly union dues from monies due to those employees who voluntarily execute revocable dues deduction authorization cards and deliver them to the Employer. GVA is not responsible to collect dues from employees for periods of leave where the employee was not paid and therefore dues were not deducted from his or her paycheck.
- B. The Employer will deduct MSEA Income Protection Plan fees for those employees who so request in writing. GVA is not responsible to collect MSEA Income Protection Plan fees from employees for periods of leave where the employee was not paid and therefore fees were not deducted from his or her paycheck.
- C. The Employer will forward all dues and fees so deducted from employee wages to the Secretary-Treasurer of the Union on or before the 15th day of the month following the month in which such dues and fees are deducted.
- D. GVA shall notify the Union and GVA Local 398 in writing of employees who have elected to withdraw from membership in the Union.

ARTICLE 13 EXPENSE REIMBURSEMENT

- A. GVA Business Related Travel and Expenses: GVA will reimburse employees for required personal vehicle use for agency business as follows: 50 cents per mile commencing on 8/1/15. Toll charges and parking costs related to required personal vehicle use for GVA business will be reimbursed at the actual cost (receipts are required).

Meals while on required GVA business other than in the course of providing direct support to individuals receiving services will be reimbursed at the lesser of actual cost (including a 15% tip) or the maximum reimbursement (which includes the meal and tip) as indicated below. Receipts are required for reimbursement of meals.

B. Notwithstanding the foregoing, employees engaged in providing direct support to individuals receiving services on day trips in duration of 5 hours or longer and outside of a 50 mile radius of the program site or overnight trips shall be reimbursed according to the provisions of this Article.

C. Maximum Reimbursement:

Breakfast	<u>\$7.00</u>
Lunch	<u>\$8.00</u>
Dinner	<u>\$13.00</u>

D. Lodging accommodations for required overnight travel will be arranged and pre-paid directly to the facility by GVA. Cash advances can be requested only for overnight or extended travel. Request for reimbursement of required GVA business related travel expenses must be made to the employee's supervisor on the appropriate form, have all required receipts attached, and be signed by the employee.

E. Activities Expenses: In cases where GVA has not arranged for tickets, entry fees, and other similar required expenses for employees that will be attending an event in the course of providing direct support to individuals receiving services, GVA will reimburse the employee for that cost. A receipt or ticket stub is required for reimbursement.

ARTICLE 14 EXTENDED ABSENCE

A. An employee absent due to sickness or injury (whether work related or not) for twelve (12) consecutive calendar months will be automatically terminated as an employee at the end of such twelve (12) month period. This provision shall not apply to an employee who has requested and been granted an approved leave of absence which extends beyond said twelve (12) month period.

B. If such former employee, who has been terminated pursuant to the above provision should later reapply for employment within 3 years from the date of separation from employment with GVA and if the former employee satisfies the Employer that the former employee is willing and able to perform the full scope of the job, the former employee will be offered the next available opening in the bargaining unit that is advertised to the general public. Such former employee does not have any rights to a bargaining unit position that is posted internally at GVA. In such cases, the former employee shall be considered as a new employee, including the normal probationary period, and without seniority.

ARTICLE 15 FAMILY AND MEDICAL LEAVE

1. After twelve (12) months of employment with GVA, and after the completion of 1250 hours of work during a twelve (12) month period immediately preceding the commencement of the leave, an employee may be granted a leave of absence under the federal Family Medical Leave Act for up to twelve (12) weeks during a twelve (12) month period for:
 - A. the birth of a son or daughter and to care for the newborn child;
 - B. for placement with the employee of a child for adoption or foster care;
 - C. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - D. a serious health condition that makes the employee unable to perform the functions of the employee's job, including, but not limited to, work related injuries;
 - E. any qualifying exigency (as the Secretary of Labor by regulation shall determine) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
2. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12 month period to care for the service member.
3. In each case the employee shall make a request in writing, when practicable, to GVA on a form provided by GVA thirty (30) days in advance of the requested leave or as soon as practicable in emergency situations.

The employee shall provide GVA with medical certification for a leave requested under Sections (C) or (D) above on the form provided by GVA. The employee may be required to submit a re-certification and/or a fitness for duty certification prior to returning to work. GVA may inquire as to the employee's intent to return to work.
4. GVA shall advise the employee in writing of its decision as to whether or not the requested leave qualifies as FMLA leave.
5. The employee shall be returned to the same or equivalent position upon return from leave.

6. All leave granted under the Family and Medical Leave Act shall be unpaid, except that the employee is required to use all but forty (40) hours of accrued PTO time as part of the Family Medical Leave Act leave. However, in situations of a continuous FMLA absence (non-intermittent absence) an employee may elect to take two weeks of unpaid time off during an approved FMLA absence prior to being mandated to use any paid time off. While on a Family Medical Leave Act leave, the employee shall have the opportunity of continuing any group health plan coverage for which the employee is eligible on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.
7. All other benefits including, but not limited to: holiday pay, accrual of paid time off, bereavement leave, and jury and witness duty leave shall be suspended for the period of Family and Medical Leave Act. Such benefits shall be restored when the employee returns to work. Should the employee not be able to return to work in the same classification as prior to his or her leave, such benefits will be adjusted according to the employee's new classification upon return to work.
8. Bargaining unit seniority shall continue to accrue for any period of leave covered under the Family and Medical Leave Act.
9. The twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs is a "rolling" twelve (12) month period measured backward from the date the employee uses any Family Medical Leave Act leave.
10. The terms used in this section are to be interpreted in accordance with the Family Medical Leave Act (FMLA) and its regulations. Both parties agree that the federal FMLA law and the rights that it extends to employees and/or GVA shall serve as the basis for which FMLA leave shall be handled under this agreement.
11. GVA may grant leave of absences to those employees not eligible for the legally entitled FMLA as described above. In situations where an employee is not eligible for FMLA but is granted a leave of absence, all of the other conditions of the legally entitled FMLA article as described above still apply, except that GVA cannot guarantee reinstatement to the same or equivalent position. However, GVA shall make every reasonable effort to return the employee to the same position, if it is available, or to a similar position for which the employee is qualified.

ARTICLE 16 FILLING OF VACANT POSITIONS

1. For purposes of this article, the term vacancy refers only to positions in the bargaining unit that are vacant. It is GVA's discretion as to how it goes about filling any non-bargaining unit positions.

2. Vacancies/Promotions: When GVA decides to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of ten (10) working days. The posting shall include the title of the position, whether full time or part time, the initial hours of work and days off, the hourly rate, where to apply and where to receive a job description. Applicants for the posted position shall be considered on the basis of their professional competence, qualifications, abilities, and satisfactory job performance. Where professional qualifications for the position set forth above, including relevant training, experience and job performance are substantially equal, seniority shall be the determining factor in choosing between such applicants.

3. If a bargaining unit employee who has applied for a posted position, is not chosen to fill the vacancy, GVA shall, upon request of the employee, notify him or her of the reasons, for the non-selection in writing.

4. Employees who voluntarily vacate or are vacating a position may not reapply for that position the first time it is posted as a vacancy.

ARTICLE 17 GRIEVANCE PROCEDURE

- A. Scope (As used in this Article):** The term "grievance" shall be construed to mean a complaint by a bargaining unit employee or the Union concerning an alleged violation by GVA of a specific provision of this Agreement.
- B.** For purposes of Article 17 and Article 3, the term "workdays" shall mean business days that GVA's Central Office is open for business. This definition is meant to exclude Saturdays, Sundays, and holidays named in this Agreement.
- C. Time Limits:** If the grievance is not submitted in writing to the Employer within the time limits set forth in this Article, or if the grievance is not submitted to the next following level of the procedure set forth in this Article, within the time limits provided herein, then in either case, the grievance shall be considered waived. By mutual agreement in writing the parties may extend the time limits in any of the levels listed in this Article. Failure of the Employer to respond within the applicable time limits set forth in this Article shall constitute a resolution of the grievance in the employee's/union's favor.

Procedure:

1. Employees are strongly encouraged to discuss any problem first with their immediate supervisor. This may clear up any misunderstanding and resolve the majority of the issues.
2. If the problem is not handled to the employee's satisfaction by the immediate supervisor, or if for any reason the employee does not wish to discuss the problem first with his/her immediate supervisor, the employee may file a written grievance with the Executive Director or designee. A written grievance must be filed within twenty (20) workdays from the date of the incident, or from the date the employee could reasonably be expected to have knowledge of the occurrence of the incident giving rise to the grievance, acceptable to GVA. This twenty (20) workday period will be stayed for an additional ten (10) workdays in the event the employee and the supervisor notify GVA and the representing steward in writing within the initial twenty (20) workday period that they are attempting to resolve the matter.
3. Upon receipt of a written grievance in a form acceptable to the GVA, the Office will attempt to resolve the grievance by informal means if acceptable to the employee, including discussions between the employee, co-employees, the supervisor, and the Union Steward. If such informal means resolves the grievance, the employee, Union Field Representative, and supervisor shall sign and file with the Office a statement of resolution of the grievance. If such informal means do not resolve the grievance, the employee and the Union may, in writing, refer the grievance to the GVA Personnel Committee within fifteen (15) workdays (or within twenty-five (25) workdays if the time limit has been extended in #2 above) from the filing of the written grievance with GVA.

4. Based upon the Personnel Committee's investigation including information the Committee may secure (including information from the Union Field Representative), the Committee will issue a written decision within twenty (20) workdays after the matter has been referred to it. A copy of the Committee's written decision, with the reasons for the decision, will be provided to the grievant and to the Union Field Representative. Except as provided in paragraph 5 below, the Committee's decision shall be final.
5. The Union may, within ten (10) workdays after the Committee issues its decision, submit the grievance to arbitration in accordance with Article 3.

ARTICLE 18 HOLIDAYS

A. GVA recognizes and observes the following holidays each year:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

B. Work and Community Support Programs: Employees whose schedule would have included working on the day that the holiday falls will get the holiday off with pay. Holiday pay will be in the amount of hours the employee would otherwise have worked on that day times his or her straight time rate of pay. For Work and Community Support Program purposes, a recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employees PTO absence, the employee's holiday pay will be provided instead of the PTO benefit, and the employee will not be charged in the PTO for that day.

C. Home Support Programs: Due to the operational needs of GVA's Home Support Programs, scheduled Home Support staff will be required to work on holidays. The employees required to work a recognized holiday can choose one of the two following options:

- (1) He or she can choose to receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday; or
- (2) He or she can choose to take straight-time rate for the hours worked on the holiday and bank the holiday hours and take those hours off at a later date upon approval from the supervisor. If this option is selected, the employee must use the time within 90 days of the holiday for which it was earned. An employee who does not use the "banked" holiday within the ninety days will receive it in pay at the end of the 90 day period.

- D. Home Support programs: holiday pay shall only be made for hours worked between 12:01 a.m. the morning of the holiday and 12:00 midnight the night of the holiday.
- E. Home Support Programs: if a holiday falls on a weekend, holiday pay will only be provided on the actual day of the holiday and not on the preceding Friday or following Monday. Holiday pay will not be substituted for PTO leave if a holiday falls during an eligible employee's PTO. Home Support staff not scheduled to work on a holiday will not receive any holiday pay.

ARTICLE 19 INCLEMENT WEATHER & EMERGENCY CLOSINGS

- A. The Executive Director or designee may close the Community/Work support services due to inclement weather or emergency on days other than regularly scheduled holidays or scheduled shut downs. Should this occur, GVA shall establish a procedure of a telephone chain of notification to those staff who would have been regularly scheduled on that day. Unless otherwise requested, the day support staff are not expected to work during such a closing of day program.
- B. Such absences will be considered approved work absences for all community support employees scheduled to work on that day.
- C. Employees shall not be compensated for scheduled work time missed due to an official program closing due to inclement weather or an emergency. However, an employee may choose to use his or her available paid time off.
- D. Scheduled staff members (day support and residential) who do not report for work because of the weather, in the absence of an official closing that day, will be charged PTO in the amount of hours he or she was scheduled to work. Residential staff are considered essential staff and will be expected to report to work if possible whether there is an official closing or not.

ARTICLE 20 INSURANCE

- A. Insurance Benefits: are available through the Healthcare Market Place:
If at any time during the terms of this agreement, changes to the Healthcare Marketplace result in a negative impact on the health plans available through the Marketplace, coverage including but not limited to increased costs or premiums, reduction of any plans, loss of coverage, or the elimination of the Healthcare Marketplace altogether, GVA and MSEA agree to meet for the purpose of renegotiating healthcare benefits for all bargaining unit employees.
- B. Coverage under any of the above insurance plans is subject to the terms and limitations as set forth by the insurance company and Federal law.

Benefit Eligible Employees (30+)

C. Group Flexible Benefits

Green Valley Association offers group benefits that pay 100% towards Dental insurance and a \$25,000 life insurance package for each benefit eligible employee. Additional coverage such as increasing life insurance amounts for benefit eligible employees or adding family members must come under the voluntary benefits (see below) and at the cost of the employee..

D. Voluntary Flexible Benefits

Benefit eligible employees can choose additional benefits such as Critical Illness, Short term Disability Insurance, increasing life insurance amounts and adding family member coverage, etc. Each benefit eligible employee will receive a list of benefits they can choose from. Voluntary benefits purchased will be at the cost to the employee. Open enrollment to make changes to benefits will be August 1 each year.

E. Investment Options

1. American Funds Service Company
2. Great American—employees have the option of investing towards their retirement with either of these investment companies.

ARTICLE 21 JURY & WITNESS DUTY

- A. Jury Duty: Employees may fulfill their civic responsibilities by serving jury duty when required.
- B. GVA will pay the difference between the pay the employee would have gotten based on the number of hours he or she was scheduled to work while on jury duty and the amount the employee receives for serving as a juror for up to 10 missed working days. This does not include travel, meals, and parking.
- C. If employees are required to serve jury duty beyond the period of paid jury leave, they may use any available PTO or may request an unpaid jury duty leave of absence.

- D. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.
- E. Either GVA or the employee may request an excuse from jury duty if, in GVA's judgment, the employee's absence would create serious operational difficulties.
- F. GVA will continue to provide health insurance benefits for the full term of the jury duty absence subject to the terms and limitations of that plan.
- G. Witness Duty: Employees may appear in court for witness duty when subpoenaed to do so.
- H. If employees have been subpoenaed or otherwise requested to testify as witnesses by GVA, they will be paid for any scheduled work time missed during entire period of witness duty.
- I. Employees will be granted unpaid time off to appear in court as a witness when subpoenaed by a party other than GVA.
- J. The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

ARTICLE 22 MANAGEMENT RIGHTS

Management Rights. The Employer shall continue to have all rights which it had prior to the selection by the employees of the Union as a collective bargaining agent for these employees except as any such right has been specifically modified by a provision of this contract. Included in the rights reserved to the Employer, (this enumeration being by way of illustration and not by way of limitation), are the management of the Employer and all of its functions, including the planning, direction, control, scheduling, modification and elimination of any or all operations; the maintenance of order and efficiency among its employees; the establishment of reasonable working and safety rules, the hiring, suspension and discipline of employees; the layoff of employees because of lack of work or for any other proper reason; the discharge of employees; the right to establish, change, combine, or abolish the kind, character or class of work and the duties therein; the right to introduce or improve methods of operation or facilities or to discontinue any department or function of the Employer; the right to determine the nature and extent of work, if any, to be contracted out and the persons, means and methods to be so utilized; the Employer agrees that it will not subcontract work normally performed by the employees in the bargaining unit for the purpose of undermining the Union.

Exercise of Rights. The Employer's not exercising any function hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 23 MEAL PERIODS

- A. Community Support Program: (i.e. Community Connections), there will be an unpaid meal period of one-half hour scheduled by the supervisor. This time shall be considered to be free of work duties. Employees are free to leave the work premises during meal periods at Day Programs. In this situation, meal periods are allowed only for shifts of six hours or more.

- B. Residential Programs: an employee's meal period will be considered to be the time period when those who live in the home have their meals. Employees are expected to be on work duty during this time and therefore will be paid. Employees may not leave the work premises during meal periods at Residential Programs.

ARTICLE 24 MEDICAL EXAMINATIONS

- A. To help ensure that employees are able to perform their duties safely, medical examinations may be required.

- B. Current employees may be required to have medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at GVA's expense.

- C. Medical examinations may be required when there is a legitimate and compelling concern regarding an employee's ability to perform the bona fide occupational requirements of their position in a safe and effective manner and only after prior consultation with the employee. Medical examinations may also be required should they become required by an entity that GVA receives payment(s) from for the provision of direct support services or transportation services.

- D. Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to the employee and their supervisors who have a legitimate need to know.

- E. GVA may require employee drug testing if it is required by an entity that GVA receives payments from for providing direct support services or transportation services. GVA agrees that it will share its drug testing policy and meet with the Union no less than ninety (90) days prior to implementing the proposed policy.

ARTICLE 25 MILITARY LEAVE

- A. Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or to perform other duties under the supervision of the United States or this State will be granted an unpaid leave of absence during the period of such activity. He or she may choose to use PTO leave during this period.

- B. Benefits will continue for absences of up to one month. Benefits will be suspended for military absences of one month or more.

- C. Employees who leave employment to enter active duty military services and subsequently return may have re-employment rights under Federal statutes.

- D. Employees who will be absent for such services will notify GVA as much in advance as possible.

ARTICLE 26 NON-DISCRIMINATION

- A. GVA shall not discriminate against any employee with regard to race, color, religious affiliation, national origin, sex, sexual orientation, age, veteran status, disability, or genetic information unless based on a bona fide occupational qualification.

- B. MSEA shall not discriminate against any employee with regard to race, color, religious affiliation, national origin, sex, age, veteran status, disability, or genetic information.

- C. GVA and MSEA agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms is unacceptable conduct and will not be tolerated by GVA or MSEA.

- D. 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.

- E. The Union agrees to fulfill its duties of fair representation with respect to all employees within the bargaining unit, regardless of union membership.

ARTICLE 27 NO STRIKE - NO LOCKOUT

A. No Strikes: For the duration of this Agreement, the Union (its officers, agents, representatives) and employees, agree not to in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slowdown, sickout, cessation or stoppage of work, boycott, picketing or other interference with or interruption of work at the Employer's facility. Inciting, or inducing, or participating in, any such activity shall constitute cause for suspension or discharge under this Agreement. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy strike, sit-down, sit-in, slowdown or stoppage of work, boycott, picketing, or other interference with or interruption of the operations of the Employer occur, the Union within twenty-four (24) hours of receiving a written request by the Employer shall:

1. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union.
2. Notify employees and any other affected unions of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

B. No Lockouts: In consideration of this no-strike pledge by the Union, for the duration of this Agreement, the Employer shall not lockout its employees

ARTICLE 28 OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment, for pay, during any time other than their scheduled working hours, provided there is no interference with performing the employee's responsibilities at GVA, including availability for relief and required overtime, nor the real or reasonable appearance of any conflict of interest. The organization will strive to make accommodations for its employees. No unreasonable request shall be denied.
- B. Such outside employment shall not involve other GVA personnel during work hours or the use of any of GVA's equipment or supplies. Employees shall not use the name of GVA, nor imply the involvement of GVA, in any outside employment activity without the express written permission of the Executive Director of GVA.
- C. If there is a real or reasonable appearance of a conflict of interest between an employee's outside employment activities and the employee's responsibilities at GVA, or if the employee's activities tend to bring discredit to GVA, the employee shall be required to limit or abandon his or her outside employment or resign from GVA.

ARTICLE 29 PERSONAL LEAVE

- A. GVA may grant leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees are eligible to request personal leave as described in this policy after having completed 12 months of service.
- B. Eligible employees may request personal leave as soon as they become aware of the need for a personal leave of absence, they should request a leave from their supervisor.
- C. Personal leave may be granted for a period of up to 30 calendar days every year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 30 calendar days. GVA may grant up to two weeks unpaid leave of absence before requiring the use of paid time off. If the employee so chooses, he or she may leave up to a maximum of 20 hours in their paid time-off bank.
- D. Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.
- E. Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided until such time as the personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverages to continue. When the employee returns from personal leave, benefits will again be provided according to the applicable plans.
- F. Benefit accruals, such as paid-time-off or holiday benefits, will be suspended during the leave and will resume upon return to active employment.
- G. When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, GVA cannot guarantee reinstatement in all cases. If an employee fails to report to work promptly at the expiration of the approved leave period, GVA will assume the employee has resigned.

ARTICLE 30 PAID TIME OFF (PTO)

- A. All employees with 20 or more regularly scheduled hours are eligible to earn and use PTO, with the exception of introductory employees who may earn PTO during the introductory period but may not use it until such time as the introductory period ends. Once employees enter an eligible employment classification, they begin to earn PTO according to the schedule below. With the exception of introductory employees stated above, employees can request to use PTO after it is earned.

- B. A regular full-time employee will earn 128 hours of PTO (16 days) in a year. Any eligible regular part-time, regular part-time/relief, or introductory employee will earn PTO as prorated basis against the full-time amount based on their number of regularly scheduled hours. PTO will not accrue on any more than 40 hours. For example, an employee working 50 regular hours in supported living still only earns 16 PTO days per year.

Example #1: A regular part-time, regular part-time/relief, or introductory employee with 20 hours earns 64 PTO hrs (8 days).
 $20 \text{ hrs}/40 \text{ hrs} \times 128 \text{ hours} = 64 \text{ hrs (8 days)}$.

Example #2: A regular part-time, regular part-time/relief, or introductory employee with 30 hours earns 96 PTO hrs (12 days): $30 \text{ hrs}/40 \text{ hrs} \times 128 \text{ hrs} = 96 \text{ hrs (12 days)}$

- C. Each employee eligible to earn PTO will receive additional PTO hours on their employment anniversary date, the date which they began employment with GVA, as follows:

1 st year anniversary	0 hours
2 nd year anniversary	10 hours
3 rd year anniversary	20 hours
4 th year anniversary	30 hours
5 th year anniversary	40 hours
8 th year anniversary	48 hours
10 th year anniversary	56 hours
12 th year anniversary	64 hours
15 th year anniversary	72 hours
20 th year anniversary	80 hours
25 th year anniversary	88 hours

- D. For eligible regular part-time, and regular part-time/relief employees, the additional hours earned due to their anniversary date of employment will be prorated based on their number of regular scheduled hours. These additional “anniversary hours” will be credited to the employee on the first week of the payroll month in which their employment anniversary takes place.

- E. Scheduling of planned PTO usage (e.g. vacations) will be conducted as follows; A Planned PTO Schedule will be placed in each program in the first full payroll week of both March and September and will remain there for fourteen (14) days. The form circulated in March will be for the months of May through October, and the form circulated in September will be for the months of November through April. Employees eligible and planning to use PTO will sign up for the time periods they will be taking off in the next six (6) month period. Seniority will be the deciding factor if the Administrator, Program Director or House Manager feels that the number of people requesting time off for the same period conflicts with the operating needs of the facility. Any requests for planned PTO after the fourteen (14) day period will be considered by the Administrator or Program Director. However, someone with seniority cannot bump someone with less seniority after the fourteen (14) day sign up period has ended.
- F. The Administrator, Program Director or House Manager reserves the right to deny requested planned PTO periods due to the operational needs of that facility. The Administrator will post the final Planned PTO schedule in the first week of both April and October. Any changes in planned PTO usage after that will be considered by the Administrator or Program Director without regard to seniority. Again, the Administrator or Program Director reserves the right to deny requested planned PTO periods based on the operating needs of the program.
- G. PTO is paid at the employee's base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. PTO hours will not be used for the purposes of calculating overtime.
- H. Cash-out of PTO will be allowed only once per calendar year. An employee will be allowed to cash-out up to half of their available PTO.
- I. As an additional condition of eligibility for PTO, an employee on an extended absence for illness or injury must apply for any other available compensation and benefits, such as workers' compensation. PTO will be used to supplement any payments that an employee is eligible to receive from Union sponsored disability insurance, workers' compensation or GVA-provided disability insurance programs. The combination of any such disability payments and PTO cannot exceed the employee's normal weekly earnings.

- J. The Administrator or Program Director reserves the right to send an employee home if he or she feels that the employee is sick and should not be working.
- K. In the event that available PTO is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused PTO reaches a “cap” of 256 hours (32 days), further accrual will stop. When the employee uses PTO and brings the available amount below the cap, accrual will begin again.
- L. Upon termination of employment, employees will be paid for unused PTO that has been earned through the last day of work.
- M. Should an employee of Green Valley Association pass away and have remaining PTO time available, GVA agrees that the remaining PTO time will be either paid out to a designated beneficiary or be direct deposited into the employee’s account.

ARTICLE 31 REDUCTIONS IN FORCE

- A. For purposes of this Article, “job classification” is defined as: regular full-time, regular part-time, and relief employee.
- B. Reductions in force may occur for the following reasons:
 - 1. lack of funding;
 - 2. agency restructuring;
 - 3. reduced staffing hours as a result of consumers choices;
 - 4. relocating from this service area; or
 - 5. reducing support services.
- C. Reductions in force shall occur in the following order:
 - 1. Voluntary layoff;
 - 2. Probationary employee; or
 - 3. Least senior employee in the affected job classification.
- D. In the event of a reduction in force, when specific positions are eliminated or reduced in hours, affected employee(s), in order of seniority, shall have the right to transfer into any bargaining unit position in the Agency the employee is qualified to fill that is vacant at the time that affected employees are notified of the reduction in force. Such rights to transfer into any vacant position cannot be carried forward to future vacancies.

- E. Affected employees who are unable to transfer into a vacant position in the same classification may displace the least senior employee in the same job classification in the bargaining unit, unless the affected employee is the least senior in the classification, in which case the affected employee shall be laid off or, should GVA determine that the need exists, become a relief employee. Displacement rights must be exercised within 10 business days of the notice to the affected employee of the reduction in force.
- F. Should a displacement occur according to the previous paragraph, the employee who is displaced will be offered the opportunity to become a relief employee should GVA determine that the need for additional relief staffing exists.
- G. Employees laid off as a result of a reduction in force shall be notified of vacancies and offered the right to be recalled to such work, within six (6) months, in order of seniority.
- H. Employees reduced in classification as a result of a reduction in force shall, for a period of 6 months following the reduction, be notified of vacancies in their former classification and be offered the right to transfer into such vacancy, in order of seniority. Should an employee refuse such a transfer, he or she waives all transfer rights.
- I. Work schedule adjustments resulting in temporary reductions of hours due to short-term variations in staffing requirements (30 days or less) shall not be considered a reduction in force for purposes of this Article. However, temporary reductions of hours shall take place in inverse order of seniority, on a shift by shift basis.

ARTICLE 32 RESPONSIBILITIES OF THE PARTIES

- A. GVA and MSEA acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. GVA and its officers and representatives at all levels are bound to observe the provisions of this Agreement.
- B. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:
- C. Exclusive Negotiations: GVA will not bargain collectively or meet with any organization other than MSEA with reference to the terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised to submit their requests concerning terms and conditions of employment to MSEA.
- D. Employee Rights: There shall be no interference, intimidation, restraint, coercion or discrimination by either GVA or MSEA as a result of the exercise by any employee within the bargaining unit of his/her statutory rights related to membership in MSEA or any other right granted under the Labor Relations Act.
- E. Fair Representation: MSEA acknowledges its statutory responsibility to represent and handle grievances for all employees within the bargaining unit. GVA shall not be responsible for actions taken or not taken by MSEA with respect to its responsibility to provide fair representation.
- F. Quality of Service: GVA and MSEA acknowledge their mutual responsibility to encourage and foster quality, efficient and cost effective service in all activities of GVA involving employees. The parties recognize the responsibility of employees to perform the duties assigned them in a professional, efficient and expeditious manner. The parties further recognize the responsibility of GVA to promote a working environment and a quality of work life conducive to achieving these goals.
- G. Settlement of Grievances: All applicable procedures of this Agreement shall be followed for the settlement of all grievances as defined in the Article "Grievance Procedure." All grievances shall be considered carefully and processed in a timely manner.

ARTICLE 33 REST PERIODS

- A. Employees may take a rest period in situations where the supervision of individuals receiving services is covered by another employee working at that work site.
- B. Rest periods shall not occur in the process of providing services during a community outing. Rest periods shall only be taken prior to departure for an outing or upon returning to the program facilities, though they shall not delay the scheduled departure of an outing or cause an early return from an outing. If an 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 otherwise cause a delay or an early return if taken, then GVA will work with the employee to determine when that rest period may occur. The exception to this shall be for community outings of four hours or more in length so long as there is another GVA staff present who can assume supervision of consumers. Should an employee be on a community outing of four hours or more in length and no rest period could be taken, the employee shall receive a break immediately upon relief for the supervision of consumers becoming available.
- C. There will be No Smoking within 50 feet of any and all GVA buildings and absolutely No Smoking while providing support, transport, or in a crisis situation.
- D. There may be a maximum of two rest periods, not to exceed in combination a total of more than 15 minutes, 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 an employee may come in late or leave early. The supervisor will determine the number of employees that may be on rest periods at any one time.
- E. Occasionally, you may be asked to forego a rest period or cut your rest period short due to operational needs of the program. In no circumstances can a rest period cut short or missed be carried forward to another shift.
- F. Employees may not leave the work site during rest periods. However, an employee may go to their car provided their car is within the immediate area of the work site.

ARTICLE 34 RETIREMENT ACCOUNT

- A. 403(b) Retirement Account: Employees may invest through payroll deduction in a 403(b) Retirement Plan subject to the terms and limitations as set forth by the Internal Revenue Service.
- B. All employees of GVA are eligible to participate in the 403(b) Plan. Enrollment will be open once per year from December 1-31, for payroll deductions beginning the first full payroll week in January. Employee contributions cannot be changed during the plan year except to terminate withholding in which case the employee must wait for open enrollment to participate again.
- C. GVA does not contribute any amounts toward any employee 403(b) retirement plan. Any and all contributions are made by the employee through payroll deduction.

ARTICLE 35 RULES AND REGULATIONS

In the event of a direct conflict between the provisions of this Agreement and GVA's policies and procedures as they now exist or may be from time to time amended, the provisions of this Agreement shall apply.

ARTICLE 36 SAFETY AND HEALTH

- A. GVA agrees to comply with all applicable State and Federal laws concerning the safety and health of its employees. MSEA agrees to support any programs required to meet the safety and health needs of employees
- B. GVA will provide information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.
- C. A safety advisory group has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.
- D. Employees and supervisors will receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.
- E. There shall be no smoking within fifty (50) feet of any GVA building

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 Agreements, 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 or any other electronic device 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 State and Federal Law and with Green Valley Association policies regarding residents rights and confidentiality .Employees will not mention or share information regarding Green Valley Association residents .Employees will also refrain from posting comments and materials that could be viewed as malicious, obscene, threatening, intimidating or that could create a hostile environment on the basis of any status protected by law.

ARTICLE 46 DRESS CODE

GVA requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. To that end, GVA management may determine and enforce guidelines for workplace-appropriate attire and grooming. Management acknowledges that employees providing direct support are required to sit, stand, bend, walk, assist, stoop and reach, and that employees need to be dressed comfortably and appropriately to perform their work. As direct support professionals, staff are expected to present a professional image to visitors and the public, and be a positive role model for the people they support and their co-workers.

At the discretion of the program manager, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted. Employees are expected to wear proper undergarments with their clothing

Examples of inappropriate attire are shown in the table below.

Inappropriate Pants/Skirts/Shorts	Inappropriate Tops/Shirts	
<ul style="list-style-type: none"> • Pajamas • Short-Shorts • Sagging or low-rise pants (no skin showing above pants in front or back) • Mini-skirts and spaghetti strap dresses 	<ul style="list-style-type: none"> • Crop tops, clothing showing midriffs, spaghetti straps • Undershirts • Sheer or form-fitting tops without suitable undergarments to ensure modesty • Low cut tops which expose cleavage 	

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 July 1st, 2017, 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, 2017, and shall continue in full force and effect until midnight on June 30, 2019. 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.

1. Terms of agreement 2 year collective bargaining agreement From July 1st 2017 to June 30th 2019

Mike Castaneda, Field Representative
Chief Negotiator
MSEA-SEIU Local 1989

Jeff W. Hamm, GVA
Chief Negotiator
Executive Director

Cindy Webb, GVA Chapter President