

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.

2B. 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.

3. GVA shall advise the employee in writing of its decision as to whether or not the requested leave qualifies as FMLA leave.
4. The employee shall be returned to the same or equivalent position upon return from leave.
5. 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.
6. 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.
7. Bargaining unit seniority shall continue to accrue for any period of leave covered under the Family and Medical Leave Act.
8. 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.

9. The terms used in this section are to be interpreted in accordance with the Family Medical Leave Act 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.
10. 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 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 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 day 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: An insurance benefit package is available to all benefit eligible employees. This includes health and voluntary insurance benefits. To be eligible for insurance, an employee must hold a position of 30 hours or more per week.

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. Health Insurance:

- D. Co Insurance: Choice Strategies will serve as our HRA insurance. They have a direct claim feed to Harvard Pilgrim and can pay providers directly. This will alleviate our employees doing the leg work to get their information to the provider or vendor.
- E. Each employee will receive a debit card with \$2500 on each card. GVA contributes the first \$2500 then the remaining \$2500 is the employee's responsibility to reach their \$5000 deductible.

F. Voluntary Benefits

- G. Benefit eligible employees can choose from a variety of additional benefits such as: Life Insurance, Dental Insurance, Critical Illness, Short term Disability Insurance, etc. Each benefits eligible employee will receive a list of benefits they can choose from. GVA will cover \$45/per month per employee for coverage of these benefits. This amount is not available for cash. This amount is capped at \$45 per month, per employee. Additional benefits purchased will be at the cost to the employee. Open enrollment to make changes to benefits will be June 1- June 30 each year.

GVA Employee Options Continued

H. Investment Options

- I. American Funds Service Company
- J. 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.
- 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.