

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 or Program Director 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 or Program Director 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, or
 - 4. relocating from this service area
 - 5. reducing support services.
- C. Reductions in force shall occur in the following order:
 - 1. Voluntary layoff
 - 2. Probationary employee
 - 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