

# Master Labor Contract

between

State of Missouri

The Departments of Agriculture; Corrections; Health and Senior Services; Mental Health; Natural Resources; Public Safety (Highway Patrol, SEMA, Adjutant General's Office, and Veterans Commission); Revenue; and Office of Administration



and

The American Federation of State,  
County and Municipal Employees  
(AFSCME)  
Council 72



Craft & Maintenance Bargaining Unit  
Direct Care Bargaining Unit

**October 15, 2011 – December 31, 2013**

**Extended through 2014 or until new labor contract is in place**

Amended December 1, 2011: State Board of Mediation, Public Case No. UC 2012-005 and UC 2012-012

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## **PREAMBLE**

This Labor Contract is entered into by the State of Missouri, (Departments of Agriculture, Health & Senior Services, Mental Health, Natural Resources, Public Safety, Revenue, Corrections, The Missouri Veterans' Commission, and the Office of Administration), hereinafter known as "Employer", and AFSCME Council 72, hereinafter known as "Union", on behalf of the eligible employees in the Craft and Maintenance and Patient Care Support bargaining units, as described in Schedule A. It is the purpose of this Labor Contract and the intent of the parties to establish harmonious understandings and relationships between Employer and Union. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this Labor Contract in a fair and responsible manner. Therefore, the parties agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Labor Contract.

## **ARTICLE 1** **RECOGNITION**

### **Section 1. Exclusive Bargaining Representative**

The Employer recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 72 on behalf of its affiliated locals, as the sole and exclusive bargaining representative in the units described in Appendix A for the purpose of resolution of issues concerning salaries, wages, benefits, and other terms and conditions of employment. The Employer will not meet and confer with any other union or employee association with reference to changes or improvements in terms and conditions of employment of employees in these bargaining units.

### **Section 2. Scope of Units**

The scope of these units is described to include all eligible employees of the Employer who are employed in the classifications listed in Appendix A but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, and provisional, or who are otherwise excluded by law, or who occupy classifications not listed in Appendix A. The inclusion of original probationary employees in these units is not intended to grant such employees with the same status or rights as those possessed by regular full-time employees.

### **Section 3. Bargaining Unit Work**

The Employer will not assign work to non-bargaining unit employees for the purpose of reducing or eroding these bargaining units.

## ARTICLE 2 UNION RIGHTS

### Section 1. Union Activity and Work Place Access

A. Activities permitted without loss of pay under this section include the investigation, processing, and presentation of bargaining unit employees' grievances, representing said employees in meetings with management, and making presentations during new employee orientation. Time off for activities outlined in this section will not be unreasonably withheld. Work devoted to union responsibilities shall not cause the day to be extended or overtime to be earned. All of the activities referenced in this section are permitted, provided that these activities do not interfere with the necessary operations of state facilities and the work of those involved.

B. On-duty union stewards or officers will be allowed time off with pay during working hours in non-work areas, to work on union activities referred to in Section 1 A. above. Each steward must notify his/her supervisor and obtain approval upon leaving his/her work area or assignment, with as much advance notice as is practical according to the circumstances, and must notify the supervisor upon return to the work area or assignment. Approval will not be unreasonably withheld.

C. On-duty union stewards or officers from other work locations arriving at a work location to represent an employee will obtain approval from the work location head or designee of their work area and from the work location head or designee of the work area to which they are going. Such approval will not be unreasonably withheld. Off-duty union stewards or officers must follow these procedures, also obtaining approval at the facility or site level as appropriate. Such approval will not be unreasonably withheld.

D. At an employee's request, other employees who are on duty may serve as witness on behalf of the employee provided that they meet the requirements in the subsections above.

E. Non-employee union representatives can perform the activities referenced in this section, but must notify the facility or work site head or designee when entering the facility or work site, as feasible and appropriate.

F. Off-duty union officers or stewards, union representatives, and other off-duty employees will be permitted to distribute AFSCME literature and meet with employees during non-work times in non-work areas. Such literature will not include derogatory, defamatory, partisan political, political campaign literature, or material that is unduly disruptive to agency operations. If the material is removed or prohibited by management, the Union may request a meeting with the head of the facility or the designee within 24 hours.

G. Employees, when conferring with the union about work-related problems, have the right to privacy and free of mechanical monitoring or other forms of monitoring.

**Section 2. Release Time For Union Activities**

A. Consistent with staffing needs of the Employer, the Employer agrees to allow stewards or local Union officers the use of compensatory time, annual leave, and/or leave without pay for local Union meetings, Union conferences, Union training sessions and State or International conventions. Employees absent from work pursuant to this Article shall continue to accrue seniority in accordance with the Seniority Article of this Labor Contract.

B. Consistent with staffing needs of the Employer, leaves of absence without pay may be granted for the purpose of engaging in Union activities in accordance with the leave of absence rules of the Personnel Advisory Board. This leave may be for periods of up to 1 year. Requests for extensions of these leaves of absences will be considered on a case by case basis. These requests for absences, when possible, must be submitted 30 days prior to the requested absence.

C. Employees shall retain and continue to accumulate seniority in accordance with the Seniority Article of this Labor Contract, while on approved leave of absence to engage in Union business.

D. On the effective date of this Labor Contract and the beginning of each twelve month period thereafter, the Employer shall credit the Union's release time account with 1200 hours per period. The 1200 hours must be used within the twelve month period and any remaining balance shall not be carried over to the next period. Union representatives shall be allowed time off with pay charged against the account consistent with the operational needs of the Employer only for Union business such as preparation time for negotiations and union officers and stewards training. No one employee will receive more than 20% of the Employer's hours allotted.

E. Notice for approved Union activities listed above shall be provided to the Chief Negotiator at least twenty (20) days prior to the release time to be used. Such notice shall include the name(s) of the employee, work location, and dates and time of such activity. The Employer shall respond within ten (10) days of receiving the representative's notice. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld.

F. Access to this release time shall be only by written request to the Chief Negotiator from the AFSCME Council 72 Director/President or his/her designee.

**Section 3 Bulletin Boards**

Each facility or work site shall provide at least one designated secured, bulletin board for posting Union material. The Employer agrees to install additional secure or non-secure bulletin board(s), provided by the Union, at mutually agreed-upon location(s). Bulletin boards shall be placed inside the work or break area so that all employees of the bargaining unit have regular access to it, and the Employer will place it for easy and unobstructed viewing.

The Union will furnish the Employer in advance with a copy of all literature to be placed on the board by the Union. Such literature shall not include political campaign literature. The Employer will review the material and indicate whether the Employer believes the distribution or display of the material on facility property will unduly disrupt the facility operations or the treatment environment. If the Employer finds the material to be unduly disruptive, the Employer shall remove the material.

The Union will ensure that the Employer has a working key to the bulletin board at all times. If the material found to be unduly disruptive has not yet been posted or distributed, or if the material is removed from the bulletin board, the Union may contact the Department or Division Director to review the determination. Such contact will occur within 24 hours of the determination or the removal of the material.

**Section 4. Information Provided to the Union**

A. Once each quarter, and in electronic format, the Office of Administration will provide the union with a current list of active bargaining unit employees. This list shall include the information contained in the information fields (Appendix D) for each employee within these bargaining units.

B. The Employer will notify the Union no less than fifteen (15) days in advance when a bargaining unit position, is eliminated to the extent that it will affect the employment conditions of at least one bargaining unit employee, and upon request discuss with the Union such action. In circumstances where 15 days notice is not possible, the Employer will notify the Union as soon as possible under the circumstances.

C. The list in subsection (a) above will not be deemed to be a waiver of the Union's right to other information needed for the purpose of its bargaining and representation functions. Upon request, the Employer will provide such information to the Union. If the Employer has concerns about the cost or time involved in meeting such request, the Employer will meet with the Union to discuss these problems, and to develop arrangements which serve the needs of both parties.

**Section 5. Union Meetings**

The Employer shall make available to the Union the use of available conference and meeting rooms by the Union for the purpose of conducting meetings with employees. Use of these rooms must be requested in advance and approval received from the facility or work site head or designee. Such requests shall not be unreasonably withheld. Such meetings will not disrupt the operation of the facility or work site.

**Section 6. Union Orientation**

A. The Employer shall notify the Union at least seven (7) days in advance of orientation/training classes for new employees in the bargaining unit. The Union shall be allowed thirty (30) minutes to make a presentation to such employees. The Union may request a specific time for such presentations. If notice is not given, an alternate time shall be arranged for the Union's orientation. Attendance by new employees shall be mandatory and without loss of pay of the employees involved. The information covered as such meetings shall not include political campaign material.

B. The Union shall be allowed to conduct two meetings within the term of this Labor Contract, with the first meeting taking place within the first six months of the effective date of this Labor Contract, and the second meeting anytime thereafter within the term of this Labor Contract. The meetings shall occur on state grounds for the purpose of informing employees of union membership rights and obligations under this Labor Contract. These meetings shall be conducted at times mutually agreed to by the Union and appointing authority or designee. Employees may attend these meetings with no loss of pay or leave and these meetings will not serve to extend the workday or cause overtime to be earned. Employees shall be required to verify the opportunity to participate

with their signature at these meetings, however, continued attendance at such meetings shall be voluntary and without loss of pay for the employees.

**Section 7. Notice to New Employees**

When an employee is newly employed, the Employer agrees to provide such employee, in addition to any other material which the Employer provides new employees, a written notice provided by the Union stating that the Union is recognized by the Employer as the exclusive bargaining representative of classifications listed in Appendix A, and that there is currently a Labor Contract in effect between the Employer and the Union concerning terms, conditions and privileges of employment.

**Section 8. Successor Labor Contract**

For the purpose of negotiating a successor Labor Contract, the Union and the Employer agree to meet at least ninety (90) days prior to the first negotiation session in order to establish ground rules. Twenty-three (23) bargaining unit members will be allowed paid administrative leave to attend negotiation sessions. This leave shall be for the sole period of time that negotiations and caucuses take place, and shall not serve to extend or shorten the work day or cause overtime to be earned. This administrative leave with pay shall be granted for time spent traveling to and from their official domicile to the negotiation session location, as well as time spent during negotiation and any caucus session on the date of a bargaining session. Such time will not serve to extend the workday or cause overtime to be earned.

Negotiation team members will not be reimbursed by the State for travel or other expenses incurred as a result of their participation in negotiations and caucus sessions.

**Section 9. Union Stewards and Officers**

The Union agrees to provide the Employer with the names of its stewards and officers and their respective jurisdictions.

**ARTICLE 3**  
**CHECKOFF/UNION SECURITY**

**Section 1. Deductions**

The Employer agrees to deduct Union membership dues in the amount designated by the Union from the pay of those employees who individually request such deduction. Under Office of Administration procedures, the Employer shall remit the deductions semi-monthly to the address designated by the Union. The Union shall advise the Employer and its members of any increase in dues or other approved deductions in writing at least 30 days prior to its effective date.

Requests shall be on a form agreed to by the parties, and shall adhere to the procedures established by the Commissioner of the Office of Administration. Such form shall include specific information on revocation of membership.

An employee who has previously authorized payroll deductions pursuant to this section shall continue to have such deductions made and shall not be required to reauthorize such deductions

unless that employee has previously withdrawn authorization for such deductions in accordance with the appropriate revocation procedures and now seeks to reauthorize them.

**Section 2. Availability of Cards**

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

**Section 3. Information to the Union**

A. The aggregate deduction of all bargaining unit employees and a list of the names, job classification, and unique identifier or tracking number of all employees in these bargaining units and their individual deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic form. The Union shall advise the Employer of any increase in deductions in writing at least fifteen (15) days prior to its effective date.

**B. Other Legal and Required Deductions**

Before there is any payroll deduction for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of the prorated monthly Union dues. When an employee is in a non-pay status for an entire month, no deduction will be made to cover that pay period from future earnings. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction will be made. The parties recognize that legal and other withholdings and deductions such as Social Security and federal and state income taxes will have priority over Union dues.

**C. Refund of Overpayment**

If the Employer over-withholds an amount from an employee's wages and salaries and remits the same to the Union, the Union agrees to immediately refund such overpayment to the employee upon notification from the Employer.

**D. Indemnification**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**Section 4. Dues Revocation**

Any employee who has previously submitted a written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization only during the month of March each year. This revocation of dues deduction shall be initiated by the employee filing a written statement, withdrawing the authorization, to Missouri Council 72, 2419B Hyde Park Road, Jefferson City, MO 65109. The Union will notify the employee's human resource office of such revocation. This authorization must be received by Council 72 at any time prior to March 31. If there is a termination of employment, or movement out of the bargaining unit, the deductions will stop the effective month of the action.

## **ARTICLE 4** **NON-DISCRIMINATION**

### **Section 1. Prohibition Against Discrimination**

A. The Employer and the Union respect and value the diversity of the workforce. It is the continuing policy of the Employer and the Union that the provisions of this Labor Contract shall be applied to all eligible employees according to federal laws and state laws, without regard to age, race, sex, religion, color, national origin, political affiliation, disability, sexual orientation, genetic information, union membership status or lack thereof, or the exercise of any rights set forth in any federal or state laws.

B. The Employer shall strive to provide and maintain a work environment free of hostility and harassment.

### **Section 2. Workforce Diversity Committees**

The Union may appoint a representative on all workforce diversity committees.

## **ARTICLE 5** **GRIEVANCE AND ARBITRATION**

### **Section 1. Definitions**

A grievance is defined as any dispute or difference between the Employer and the Union or any employee with respect to the meaning, interpretation or application of this Labor Contract. Claims that can be brought before EEOC or the Missouri Commission on Human Rights are not covered by this Labor Contract, and will follow the normal filing procedures allowed by law. Initiation of a grievance or appeal under any other procedure or in any other forum waives all rights to proceed under the grievance and arbitration procedures contained in this Article.

### **Section 2. Principles**

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances and to further the purpose of this Labor Contract to promote harmonious employee relations.

Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to file grievances and the responsible use of this procedure. The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances should be settled at the earliest possible step. The parties agree that persons responsible for resolving grievances will meet and undertake meaningful dialogue and information gathering and will make a good faith effort to resolve the grievance whenever possible. Retaliation and harassment for filing a grievance or for investigating charges of alleged retaliation or harassment is prohibited.

The Union will be the exclusive representative of the interests of employees covered by this Labor Contract in the processing of and redress of grievances under the grievance and arbitration

procedures in this Article, except that nothing in this Labor Contract will limit or restrict an employee's right to represent himself outside of this Labor Contract.

The parties agree that the dismissal, demotion or suspension of greater than 5 days, of an original probationary employee will not be subject to the grievance and arbitration procedures contained in this Article. Nothing in this Article will expand the rights currently offered to original probationary employees.

Grievances filed based on actions taken prior to the effective date of this Labor Contract will be concluded in accordance with the grievance procedure in effect at the time of the action being grieved.

Both the Employer and the Union acknowledge that this article only takes affect when and if 1CSR 20-4.020 is amended through the rule making process to eliminate any conflicts between this article and the regulation.

**Section 3. Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step. The appropriate step will be determined by mutual agreement of the parties. Grievances concerning dismissals, demotions and suspensions of regular employees will be initiated by the Union at Step 3 of the procedures set forth above, by filing directly with the administrator referenced in Appendix B, within thirty (30) calendar days from the date the employee receives notice of the action taken. The same time limits and requirements for processing a grievance apply.

**Section 4. Consolidation of Group Grievances**

At any point, multiple grievances which pertain to the same issue and contain the same set of facts or circumstances may be consolidated into one grievance, by mutual agreement of the parties and the Union may assign a spokesperson to represent the group. Mutual agreement will not be unreasonably withheld. Consolidation may result in the accelerated handling of the grievance or may result in movement to a higher step in the procedure without completion of earlier steps.

**Section 5. Limits**

A. Failure of the employee or Union to comply with the time limits under this Article renders the grievance void and terminated.

B. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

C. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at the particular step, and may be extended for a period of time equal to any time the respondent at each step is on approved leave and or holiday. Such extensions will be in writing.

D. The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an answer/response/decision will constitute a timely response if postmarked with the answer period.

**Section 6. Time Off**

The grievant and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union steward or officer will leave his/her work to investigate, file or process grievances without first obtaining approval to work on Union business and making mutual arrangements with his/her supervisor or designee if leaving the work area, as well as the supervisor of any unit to be visited, and such approval and arrangement will not be unreasonably denied, provided that these activities do not interfere with the necessary operations of the facility. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

**Section 7. Meeting Space and Equipment Use**

Upon request, the Union representative will be allowed the use of available appropriate space and equipment while investigating or processing a grievance.

**Section 8. Travel or Expenses**

The Employer shall not be responsible for any travel or expenses incurred by grievant, Union representatives or witnesses called by the Union, in the processing of grievances.

**Section 9. Pertinent Witnesses and Information**

Except as otherwise provided in this Article, the Employer or the Union may request access to witnesses and specific non-privileged documents and other information that is reasonably available and pertinent to the grievance under consideration. Such requests shall be considered at Step 3 and will not be unreasonably denied, and when granted will be in accordance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

**Section 10. Grievance Process**

**Preliminary Step – Immediate Supervisor**

The employee having a dispute, accompanied by union representation at the employee's request, will first attempt to resolve it by meeting with his/her immediate supervisor, at the time of the act or omission giving rise to the dispute, or as soon as possible thereafter, but no later than fourteen (14) calendar days from the date the employee became aware, or by reasonable diligence, should have become aware of the act or omission. The employee will reduce his/her dispute to writing. The supervisor will render a response to the dispute within five (5) calendar days after the meeting. Decisions at this step shall not be used as precedent for any subsequent case.

If the Employer has a mediation program available, it will be incorporated into the grievance process, as agreed to by the parties.

**Step 1.**

If the dispute is unresolved, the employee and the Union may present the grievance in writing on a form mutually agreed upon by the Employer and the Union to the following administrators as noted in Appendix B (hereinafter 'administrator') :

Within ten (10) calendar days of a decision at the Preliminary Step, or if there is no decision at the Preliminary Step, within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of the date when the employee became aware of or by reasonable diligence should have been aware of the act or omission. The written grievance form will stipulate the relevant Article of the Labor Contract and the specific remedy being sought. The form must be signed by the employee or the Union representative in the case of a Union grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps. The administrator or his/her designee will meet with the Union representative and the grievant within ten (10) calendar days, and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative and employee. Decisions at this step shall not be used as precedent for any subsequent case.

**Step 2.**

In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing on the grievance form to the administrators as noted in Appendix B within fourteen (14) calendar days from receipt of the Step 1 decision. The written appeal must include reasons why the Step 1 decision is being appealed. The administrator or his/her designee will meet with the Union and the grievant within ten (10) calendar days, unless mutually agreed otherwise by the parties, and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative and employee.

**Step 3.**

In the event that the grievance is not resolved at Step 2, an appeal may be taken by the Union in writing on the grievance form to the administrator or his/her designee as noted in Appendix B within fourteen (14) calendar days of receipt of the Step 2 decision. The written appeal must include reasons why the Step 2 decision is appealed. The administrator shall meet with the Union and the grievant within fifteen (15) calendar days, unless mutually agreed otherwise by the parties, and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative and employee.

**Pre-arbitration meeting**

No later than 30 calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Local, AFSCME Council 72 and/or International Union will meet to discuss the grievance and determine if settlement is possible.

**Arbitration**

In the event that the grievance is not resolved at Step 3, the Union may pursue arbitration by providing the Employer within thirty (30) calendar days of receipt of the Step 3 decision, a completed request for a panel of arbitrators on the form provided by the Federal Mediation and Conciliation Services (FMCS).

The parties and the selected arbitrator will determine the schedule for the hearing and the arbitration case.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Employer and/or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the cost of their own witnesses.

The arbitrator will decide questions of arbitrability. If a question of arbitrability is raised, the arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such a nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitral or is such preliminary determination cannot be reasonably made, the arbitrator will then proceed to determine the merits of the dispute.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Labor Contract. The express provisions of this Labor Contract will be the sole source of any right the Union may assert in arbitration. The arbitrator will have no authority to find that the Employer is bound to do or refrain from doing any thing or act unless it is clear from the express provisions of this Labor Contract that this result was intended by the parties. Further, the arbitrator shall not issue any decision until such time as changes are authorized to the code of state regulations, [1 CSR 20-4.020], that authorizes an alternative dispute resolution. If the authority of an arbitrator is diminished pursuant to court action or statutory changes, those decisions or statutory changes will prevail. The arbitrator will recognize the statutory and regulatory requirements of the Employer.

**Arbitration Costs**

In cases where the grievance is denied, the losing party will pay the costs of arbitration when there is a clear and unequivocal decision on all issues. In cases of split decisions the fees and expenses of the arbitrator will be shared equally by the parties. If either party requests a verbatim record of the proceedings, the requesting party will pay for the costs. If the other party requests a copy of any transcript, said party will pay the cost of its copy. If either party cancels a hearing date, the cost, if any, for the cancellation of a hearing date shall be paid by the party seeking cancellation.

### **Arbitration Selection**

The parties will share in the decision-making process with regard to arbitrator selection. The parties may mutually agree on any qualified arbitrator. If the parties cannot agree, selections will be made from arbitrator names provided by the Federal Mediation and Conciliation Service. Strikes of arbitrator names will be made from the list provided. The party with the first strike will be determined by a coin toss.

### **Arbitration Decisions**

The decision and award of the arbitrator will be final and binding on the Employer, the Union and the employee or employees involved, unless judicial review is sought. However, where resolution of an issue may not be final and binding under the Missouri Constitution and Laws, the arbitrator may provide a written recommended resolution. No arbitration award will request or order the additional appropriation of funds. The arbitrator's award will be limited to an interpretation of the terms of the Labor Contract.

The arbitrator's decision shall be rendered in writing no later than 30 calendar days after the closing of the record of the hearing, or receipt of post-hearing briefs. The parties reserve the right and encourage the use of an expedited arbitration process, to be developed by the parties at a later date.

### **Section 11. Grievances and Appeals of Suspensions, Demotions, and Dismissals**

Disciplinary appeals involving suspensions greater than five (5) days, demotions or dismissals will continue to be processed in accordance with the relevant provisions of Chapter 36, RSMo. 2000, and rules promulgated by Administrative Hearing Commission in accordance therewith, until such time as any amendment to the relevant rules covering appeals of suspensions greater than five (5) days, demotions and dismissals becomes final.

If at a future date, after the ratification and execution of this Labor Contract, the above referenced rules are changed to allow for alternative dispute resolution of suspensions greater than five (5) days, demotions and dismissals, the Union and the Employer agree the following will apply:

The Employer and Union agree that where an employee covered by this Labor Contract has the right to process a grievance-appeal through either the procedure provided herein, or through the Administrative Hearing Commission, and, if such employee files an appeal with the Administrative Hearing Commission:

- A. The Labor Contract grievance filed under this Article will immediately cease.
- B. If no Labor Contract grievance has been filed prior to the filing of the Administrative Hearing Commission appeal, the employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this Labor Contract.

If the appeal to the Administrative Hearing Commission is withdrawn by the employee, or not accepted by the Administrative Hearing Commission, the processing of a timely grievance will be permitted.

Nothing in this Article or elsewhere in this Labor Contract will be deemed to require any employee to pursue the remedies herein provided.

Employees of the Missouri State Highway Patrol will have the option to file appeals over any discipline case pursuant to MSHP General Order 26-01 under the same circumstances described above.

**Section 12.**

The parties agree to implement and exercise all provisions of this Article in a fair and responsible manner and shall refrain from engaging in abusive practices as an attempt to circumvent or hinder the cooperative spirit intended by the parties during the implementation of this Labor Contract.

**ARTICLE 6**  
**STAFFING CONCERNS**

A. The Union and the Employer mutually desire that staffing levels are sufficient to insure safe, high quality and effective delivery of services.

B. In July of each year, the Director/Commissioner of each agency shall upon request, meet with the Union, to hear the employees' views regarding staffing levels. In the event the Director/Commissioner is unable to attend the meeting, he or she shall appoint a designee, whose name shall be provided to the Union prior to the meeting. In August of each year, the Commissioner of the Office of Administration shall, upon request, meet with the Union to hear employees' views regarding the Governor's budget request.

**ARTICLE 7**  
**DISCIPLINE**

**Section 1. Corrective Action**

The Employer and the Union agree that the purpose of corrective action is to identify performance or behavior that requires attention, and to provide employees with information and opportunities to successfully meet expectations. It is agreed that such actions, in and of themselves, are neither punitive nor disciplinary in nature, but should normally occur prior to discipline being imposed. Corrective action may include verbal or written counseling.

**Section 2. Disciplinary Action for Cause**

Disciplinary action may be imposed upon a regular employee for cause. The Employer shall make its decision regarding discipline as quickly as possible considering all circumstances. The Employer agrees to the concept of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose an appropriate level of discipline, for which there is cause. It is understood that some situations of a severe nature may require immediate disciplinary action, up to and including dismissal. Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices and written reprimands.

The Employer agrees to treat employees professionally; with respect and dignity. Employees shall be afforded the right of privacy when being counseled with corrective action and/or when being disciplined.

**Section 3. Disciplinary Process**

A. If an employee is questioned about a matter that he/she reasonably believes may lead to discipline, the employee shall be entitled to advice, assistance and/or representation by the Union. In these situations, an employee may make this request at any time and shall be granted such representation before any further discussion takes place. An employee, steward, or local union officer shall not provide such advice, assistance or representation if he/she is also under investigation in that same matter.

B. A regular employee will be given at least ten (10) calendar days notice prior to the effective date of a suspension, involuntary demotion or dismissal. Such notices will indicate the reasons for such action and provide a sufficient amount of time for the employee to show reasons why the action should not be taken. The employee may choose to respond either in writing or to request a meeting with the appointing authority or designee. An employee may have a union steward or representative to advise, assist, or represent the employee during any such meeting. An employee shall not be denied the request for the meeting.

C. The Employer shall attempt to hold these meetings, as described in Section 3(B) of this Article, during the employee's work time. If arrangements for such cannot be reasonably made, the Employer will attempt to schedule the meeting immediately before or after the employee's shift. Such time will be considered work time.

D. The arrangements for assistance or representation shall not delay the proceedings.

E. The Employer may place an employee on administrative leave with pay pending a decision on whether or not discipline shall be imposed.

F. When a suspension, involuntary demotion or dismissal is proposed, a regular employee will be notified of the charge, and before the action is effective, the employee will be given the disciplinary letter and, upon request and as permitted by law, documentation regarding the action to be taken. The letter shall set forth in substance the reasons for the action and the employee's appeal rights.

Once an appeal of a disciplinary action is filed under the Grievance and Arbitration Article of this Labor Contract, all pertinent witnesses and information will be provided in accordance with that Article. The employee is authorized to share such information with his/her representative.

G. No employee covered by this Labor Contract will be required to take a polygraph examination or Computer Voice Stress Analysis (CVSA) as a condition of retaining employment, nor shall he or she be subject to discipline (up to and including dismissal) for refusal to take such examination, except for in cases in which a polygraph or CVSA examination is used to aid in an investigation of alleged client abuse or neglect or alleged work-related criminal or civil rights violations.

All examinations mentioned herein shall be at no cost to the employee.

H. Grievances of disciplinary actions are governed by the procedures outlined in Article 5 of this Labor Contract.

I. If the Employer has reason to correct, counsel, or discipline an employee, it shall be done as privately as possible.

J. The Employer agrees to inform the employee, who is the subject of the investigation, of the outcome, in writing, within seven (7) days of the completion of any investigation.

**Section. 4. Client/Resident Abuse and Neglect Investigations**

A. The Union and the Employer agree that both the Employer and the employees have an obligation to protect the vulnerable clients and residents in their care.

The Union and the Employer further agree that false accusations are of mutual concern and both parties agree that they will not be tolerated. An employee who makes an intentional false accusation that is shown to be based in personal conflict and not in the welfare or interest of the clients and residents may be subject to discipline up to and including dismissal. No individual will be disciplined for making an accusation made in good faith that proves to be false.

B. To these ends, the Union and the Employer agree that every effort should be made to thoroughly investigate allegations of client/resident abuse or neglect.

C. Any employee covered by this Labor Contract who is under investigation for client/resident abuse or neglect may be subject to the disciplinary process described in Section 3 of this Article including the right to Union representation during the investigation.

D. If an employee is required to take an abuse or neglect, work-related civil rights or criminal polygraph or CVSA examination, the document(s) relied upon by the Employer for the examination results will be provided to the Employee(s), during the appeal process in accordance with Article 5 and 7 of this Labor Contract.

E. At the employee's request (see Section 3(a) of this Article), the Union will be informed in advance of the time and location of the examination and the employee's Union representative will be allowed to remain in a location near the testing area as designated by the person administering the exam.

F. The test results of a polygraph or CVSA examination will not be the sole basis for disciplinary action against any employee.

G. Upon request by the Union, the Employer will report its use of polygraphs or CVSA examinations to the Union on a quarterly basis. The report will include the number of polygraphs or CVSA examinations given, by facility, during the previous quarter.

If the Union or the Employer has concerns about the administration of the polygraph or CVSA examinations, the quarterly report may be introduced by the Union or the Employer as an agenda item for a Labor-Management meeting.

## **ARTICLE 8** **PROBATIONARY EMPLOYEES**

### **Section 1. Original Probationary Period**

An employee is an original probationary employee for his/her first six (6) months. This probationary period may be extended by the employer one time not to exceed an additional six month period.

### **Section 2. Promotional Probationary Period**

A. A promoted probationary employee may be returned back to a position within his/her former classification the employee immediately held prior to the employee's promotion or in a comparable class by the employer, at any time during the probationary period due to inability to perform duties and responsibilities of the newly promoted position classification.

B. The employee may voluntarily return to his/her former position classification or a comparable position if vacant.

C. A promotional probationary employee will serve a six (6) month probationary period. A probationary period may be extended by the Employer one time not to exceed and additional six month period.

### **Section 3. Probationary Period Extensions**

If an appointing authority finds that it will require more than the normal probationary period to evaluate an employee's ability to successfully perform the various duties of a position, the appointing authority shall prior to the expiration of a normal probationary period notify the employee in writing of the reasons for and duration of the extension.

### **Section 4. Seniority**

An original probationary period shall have no seniority until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

## **ARTICLE 9** **SENIORITY**

### **Section 1. Definition of Seniority**

For the purpose of this Labor Contract, seniority shall be defined as the length of an employee's service with the Employer beginning with the most recent date of hire.

If employees are consolidated into a bargaining unit covered under this Labor Contract, seniority shall include the length of an employee's continuous service with the department in which he or she was previously employed prior to the consolidation and thereafter shall continue to accumulate seniority.

**Section 2. Loss of Seniority**

Seniority will be terminated when an employee:

- A. Voluntarily resigns, or retires,
- B. Is laid off for a period of more than five (5) years.
- C. Is dismissed. If reinstatement is ordered, seniority will also be reinstated.

**Section 3. Ties in Seniority**

If it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be determined by the lowest of the last four digits of their Social Security Number of the affected employees. The employee with the lower number shall be considered least senior in such cases.

**Section 4. Seniority While on Unpaid Leave**

Employees shall continue to accumulate seniority while on approved unpaid leave of absence.

**Section 5. Application of Seniority**

Unless addressed otherwise elsewhere in this Labor Contract, seniority shall be an equal factor applied in all personnel decisions that require a choice between two (2) or more employees.

**Section 6. Seniority Lists**

When requested by the Union, the Employer agrees to provide the Union Stewards a facility seniority list of its employees by classification and to update this list quarterly.

**ARTICLE 10**  
**OVERTIME AND SCHEDULING**

**Section 1. Overtime**

Employees shall be compensated at the regular rate of pay for their positions or, at the discretion of the appointing authority, by allowing an equal amount of compensatory time off for those work assignments which cause the employee to exceed forty (40) hours in pay status during a workweek. An employee shall receive an additional one-half time compensation, by pay or compensatory time off, for any hours of work which exceed forty (40) hours actually worked within the workweek.

The Employer will pay for overtime to all applicable employees covered under 105.935 RSMo. The Employer may pay overtime to all other employees if the budget allows.

**Section 2. Overtime Procedures**

- A. The Employer shall establish and maintain a daily overtime log(s) that employees may sign in order to work overtime. The log(s) will represent all shifts that the employee may volunteer to work overtime. Any employee may cross his/her name out of the overtime log(s) before any overtime assignment is made without penalty.

The volunteer list will be maintained in accordance with procedures outlined in an Employer policy.

B. The Employer will implement involuntary overtime only in unplanned circumstances, including the following:

1. An unforeseeable declared national or State emergency;
2. A highly unusual or extraordinary event which is unpredictable or unavoidable and which substantially affects the provision of needed health care services or increases the need for health care services. This subsection includes:
  - a. An act of terrorism;
  - b. A natural disaster;
  - c. A widespread disease outbreak;
  - d. An unforeseeable increase of client acuity.
3. Facility emergencies related to physical plant operations;
4. Unexpected absences, discovered at or before the commencement of a scheduled shift, which could not be prudently planned for by the Employer and which could significantly affect patient safety.

C. In the event mandatory overtime is necessary in compliance with this Labor Contract, it shall be administered only after exhausting the bargaining unit employee volunteer list referenced in Section 2 (A) above and as follows:

1. The mandatory overtime list will be posted in a location that is easily accessible to all employees at all times.
2. The list(s) will be maintained for rotation of mandatory overtime for staff. Any period of mandatory overtime worked, will move that employee to the bottom of the mandate lists. The employee at the top of the list will be mandated, if needed.
3. If any employee works two (2) or more consecutive hours of voluntary overtime, that employee shall move to the bottom of the mandatory overtime list.
4. Employees working their last scheduled shift prior to day(s) off will not be mandated, unless there are no other qualified bargaining unit employees on duty.
5. Every effort will be made so that employees will not be mandated on scheduled days off.
6. Reasonable efforts will be made to secure volunteers or to rotate assignments equitably in order to avoid mandating employees for a shift of four (4) or more consecutive hours more than one time per month.
7. For any employee who works more than twelve (12) consecutive hours, the Employer will strive to provide eight (8) hours off work before their next scheduled shift, except by mutual agreement. The Employer will provide ten (10) hours off work before their next scheduled shift, if staffing levels are adequate.

In the event an employee is late or absent and provides little to no notice to the Employer, employees on the outgoing shift may be mandated, not to exceed two (2) hours, without exhausting the volunteer list to cover the duration of tardiness or time needed to staff the absence.

For the purposes of Section 2(C)(6) above, compliance with Section 2(C)(4) shall be an exception to Employer's obligation to make "reasonable efforts" to avoid mandating employees for a shift of four (4) or more consecutive hours more than one time per month. Exhausting the bargaining unit employee volunteer list shall be evidence that Employer made reasonable efforts to avoid mandating employees for a shift of four (4) or more consecutive hours more than one time per month.

D. The daily overtime log(s) shall be posted at each work location.

E. The Employer shall pay the employee within the calendar month following the month in which the overtime was worked unless the employee requests comp time. No employee shall be coerced or penalized in any way for not requesting comp time accruals for overtime worked.

### **Section 3.A. FLSA Compensatory Time**

An employee who has accrued overtime hours may request to use those hours as compensatory leave time provided that the leave time is available. Employees shall be entitled to take comp time in one-quarter hour (1/4) increments. The supervisor's decision to approve or reject the employee's request shall be made and communicated to the employee by no later than seven (7) days after receiving the request from the employee. Supervisory approval shall not be unreasonably withheld.

The Employer may pay all employees for any overtime hours accrued which have not already been paid or used in the form of compensatory leave time. An employee shall have the option of retaining up to a total of eighty compensatory time hours.

Up to two-hundred and forty (240) hours of FLSA comp time may be earned and accumulated. All hours in excess of the two-hundred and forty (240) hour FLSA cap, or hours otherwise required by Federal or State law, shall be paid at the applicable overtime rate.

### **Section 3.B. State Comp Time**

An employee who has accrued overtime hours may request to use those hours as compensatory leave time provided that the leave time is available. Employees shall be entitled to take comp time in one-quarter hour (1/4) increments. The supervisor's decision to approve or reject the employee's request shall be made and communicated to the employee by no later than seven (7) days after receiving the request from the employee. Supervisory approval shall not be unreasonably withheld.

An unlimited amount of state comp time may be earned.

### **Section 4. Return to Work/Report Pay**

A. An employee who is required to return to the work site outside of normal work hours shall receive credit for a full two (2) hours of pay if sent home at any time within the first two (2) hours. Return to work shall be voluntary only except in situations beyond the control of the Employer.

B. An employee who reports to work fit for duty and is subsequently sent home shall be entitled to receive the compensation outlined in Section A above or credit for actual time worked, whichever is greater.

**Section 5. Daylight Savings Time**

Employees who are physically at work on the shift when the clocks are set back one (1) hour in the fall shall, when applicable, be credited with one (1) additional hour of time worked.

**Section 6. Stand-by Time**

Stand-by time is a situation where an employee is required to remain at the work site, ready for assignment. Stand-by time will be credited as time worked.

**Section 7. On-Call Time**

On-call time is a situation where an employee has been assigned to on-call status outside their regular working hours and they are required to be at work within a designated time frame when called. Employees placed on call status will be compensated in accordance with the Compensation Article of this Labor Contract. Employees placed on-call will be compensated regardless of whether the employee is called into work, in accordance with the Compensation Article of this Labor Contract. If called in to work, employees will be compensated for time worked. On call assignments will be rotated among qualified employees.

**Section 8. Breaks**

**A. Rest Periods**

Rest periods will be mutually determined by the Employer and employees, with the understanding that the Employer has the final prerogative to schedule rest periods according to operational requirements. Except in cases of emergency or highly unusual circumstances, there shall be two (2) rest periods of fifteen (15) minutes each during regular full-time shift; one during the first half of the shift and one during the second half of the shift. Rest periods may be taken with the meal break when it is mutually agreed between employees and the supervisor, taking into consideration the needs of the facility or work site. Whenever the Employer cannot allow employees to take rest periods as scheduled, the Employer will attempt to allow the employees to take the missed rest period before the shift ends.

**B. Meal Periods**

1. Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted meal period of not less than thirty (30) minutes and no more than one (1) hour. Employees on unpaid meal times shall have the right to leave the work area during such periods. Employees who receive an unpaid meal period and are required to remain at their work assignments during such period and who are not relieved, shall have such time counted as hours worked and shall be compensated at the appropriate rate in accordance with Section 1 above. If management infringes on a meal time, the employee will be paid for the meal time consistent with the Fair Labor Standards Act.

2. Bargaining unit employees currently receiving a paid meal break or work a daily schedule which does not include a meal period break, shall be entitled to, at the employee's discretion, to continue to receive this benefit under this Labor Contract, unless the terms or conditions of one's employment change.

**Section 9. Scheduling Practices**

Schedules shall be posted seven (7) days in advance of the proposed work schedule.

**Section 10. Alternative Schedules**

A. In lieu of the normal work schedule, and contingent upon the operational needs of the Employer, the Employer may approve an employee's request for a flex-time schedule or alternative schedule. Where there are more requests than may be accommodated, requests shall be granted on the basis of seniority.

B. A group of employees may submit an alternative schedule to the Employer, and, where practicable, that schedule may be implemented.

**ARTICLE 11**  
**JOB CLASSIFICATIONS**

**Section 1. Procedures**

A. The Employer shall notify the Union in writing of any proposed changes in the Employer's classification plan that could impact the bargaining unit upon the submission of the proposal or any preliminary and/or subsequent draft thereof to the Personnel Advisory Board.

B. If the parties agree that the new or revised classification is appropriate for the bargaining unit, they shall file a stipulated unit clarification petition with the State Board of Mediation to ensure that the new classification becomes a part of this Labor Contract.

C. In the future, should new classifications be established by the Personnel Advisory Board and when the new classification is utilized by the Employer, the Employer shall notify the Union. The parties hereto shall meet, upon request from the Union, to discuss and determine whether such positions are to be included in the bargaining unit. If the parties are unable to agree as to whether the job classification should be included in the bargaining unit, a party may seek such determination by the Missouri State Board of Mediation pursuant to its rules.

**Section 2. Class Specification**

Upon request, by the Union or an employee, the Employer shall provide class specifications electronically. In the event an employee does not have access to class specifications electronically, the Employer shall provide such class specification in writing.

**Section 3. Job Opportunity Announcements**

The Employer shall post in an identified work location, and online, all job opportunity announcements by the Office of Administration, Division of Personnel.

**Section 4. Classification Review**

The Employer shall assign work duties appropriate to the employee's job classification. Any time an employee does not believe that the duties of the position are appropriate to his classification, he may request a review in writing to the Employer, using the forms and procedures prescribed by the Division of Personnel. When such requests are received, the Employer shall forward it for review

to the Division of Personnel within twenty (20) working days. Reviews shall be conducted in order of receipt by the Division of Personnel, except in unusual situations that may require another action or request take precedence. Employees will be notified in advance when substantial and permanent changes are made to their basic job duties within their job classification.

## **ARTICLE 12** **FILLING OF VACANCIES**

### **Section 1. Definition of Vacancy**

A job vacancy exists when the Employer decides to fill a new position, or when the Employer decides to replace a previous incumbent in the bargaining unit.

### **Section 2. Posting**

Whenever the Employer intends to fill a job vacancy as defined above, a notice of such vacancy will be posted/placed in conspicuous locations for no less than seven (7) days, and such posting will set forth the required qualifications, including knowledge, skills, ability, rate of pay or pay grade, shift and days off, facility, work location(s); including work unit, and/or sub-unit(s) if applicable and job description.

### **Section 3. Bidding**

Interested non-probationary employees in the job class in the same facility shall be entitled to submit bids for consideration for a vacancy. Employees, who previously held regular status in the job class, and in the same facility, shall also be entitled to submit bids for consideration for a vacancy.

### **Section 4. Selection**

A. The Employer will fill the vacancy by selecting among qualified bidders the most senior employee who bids on the job, except in situations of extraordinary circumstances such as patient care and safety. A qualified bidder is someone whose knowledge, skills, and abilities meet or exceed the bona fide qualifications described in the posting.

B. In the event no qualified bids are received, the employer will consider all applicants. The Employer will fill the vacancy by selecting the most qualified applicant whose knowledge, skills and abilities substantially meet or exceed the bona fide qualifications described in the posting. Seniority shall be the deciding factor applied in hiring decisions that require a choice between two (2) or more substantially equal applicants.

### **Section 5. Placement and Orientation**

A. If accepted for the position, the employee will be moved into a position as soon as possible, normally, within fourteen (14) days. Employees not moved within fourteen (14) days will receive a written explanation setting forth the reason for the delay including an anticipated date for the move. Any employee awarded a bid for a new assignment must be able to commence performance of the new position duties within five (5) calendar days of acceptance. Pre-approved vacations will not be counted toward the five (5) days and exceptions may be made for unforeseen emergencies.

B. Employees who have been selected for a position in the same job class shall remain in the position for ninety (90) days from the date of their assignment before they may apply for another position within that job class.

C. Staff new to a work location will be oriented to the conditions in their new assignment.

**Section 6. Information Provided to the Employee**

Upon request, class specifications, standardized performance plans, and other existing documents that provide additional information about an individual position within the bargaining unit shall be provided to the employee and/or the Union.

**Section 7. Miscellaneous**

A. In the event specialized training is determined to be a qualification of a specific job posting, an employee at his or her request may be afforded the opportunity to participate in specialized training opportunities offered by the facility on a periodic basis. In cases where limited spaces are available, the training will be offered on the basis of seniority. The Employer encourages employees to pursue additional training in order to enhance their skills. Such requests for training will not be unreasonably denied.

B. Employees will not be required or requested to resign as a condition of transfer or promotion, within the department.

**ARTICLE 13**  
**PROMOTIONS**

**Section 1. Definition**

Promotion is a change of an employee from a position in one classification to a position in another classification, under the same department or commission, which is assigned a higher pay range within the pay plan.

**Section 2. Employee Obligations**

Upon the effective date, the employee shall report for duty to the position to which he/she is promoted.

**Section 3. Salary Adjustment**

On the effective date of the promotion, the new salary of such employee shall be increased to a salary that is one (1) step or more. However, no employee shall be placed at a step higher than the maximum step, or lower than the minimum step of the new class.

## **ARTICLE 14** **DEMOTIONS**

### **Section 1. Definition**

Demotion is a change of an employee from a position in one class to a position in another class, which is assigned a lower pay range within the pay plan. Demotions can be either voluntary or involuntary for cause.

### **Section 2. Notice to Employee**

If the Employer initiates an involuntary demotion of an employee, a copy of the statement of reasons for such demotion, along with any applicable appeal rights, shall be provided to the employee by the Employer in person or by certified mail, return receipt requested, at the employee's last address appearing in the personnel file. Notification for involuntary demotion for cause or in lieu of layoff will follow the notice requirements as outlined in the discipline and the layoff and reinstatement articles of this Labor Contract.

### **Section 3. Employee Obligations**

Upon the effective date, the employee shall report for duty to the position to which demoted. Reporting to duty does not waive any applicable appeal rights.

### **Section 4. Salary and Other Benefits of Employees**

On the effective date of an involuntary demotion, the salary of such employee shall be reduced by one (1) step or more. The salary rate cannot be above the maximum or below the minimum step for the new classification. The Employer may make a greater reduction if justified on the basis of the difference in the salary level of the two classes involved.

### **Section 5. Status of Demoted Employees**

An involuntarily demoted employee shall not be required to serve a new probationary period.

## **ARTICLE 15** **TEMPORARY ASSIGNMENTS**

### **Section 1. Employee Pay During Assignment**

An employee will receive temporary assignment pay when an employer assigns an employee to perform the significant recognizable duties of a higher paying classification for a period of thirty (30) days or more and shall be paid for the full time of such assignment. The temporary assignment shall not be filled by an employee for more than six months, unless the employee agrees otherwise, or if extenuating circumstances exist.

### **Section 2. Rotation**

The Employer will attempt to rotate said temporary assignments within the work unit where the temporary assignment occurs, beginning with employee(s) who volunteer for the assignments.

**Section 3. Temporary Change in Facility**

The Employer shall not temporarily re-assign an employee from one work site to another, without requesting qualified volunteers first.

**Section 4. Meeting**

Employees may schedule a meeting with their supervisor to request a review of their assignment if they believe that a temporary assignment to a position at a higher level is necessary.

**ARTICLE 16**  
**LAYOFF AND REINSTATEMENT**

**Section 1. Layoffs**

Layoffs shall be governed by the Rules and procedures of the Personnel Advisory Board and the Division of Personnel. Layoffs within non-merit agencies shall be governed by these agencies' policies. Among other things, the rules provide:

In the event that layoffs are needed, the appropriate appointing authority will determine the specific positions to be eliminated.

A. No regular employee in an affected class shall be laid off until any emergency, provisional, temporary and limited temporary employees in the same classification under the same Appointing Authority, as filed with the Division of Personnel, are laid off. Reemployment and reinstatement probationary employees shall be considered as regular employees for purposes of implementing a layoff. A review of unclassified employees, including PRN, performing duties of the affected class will be conducted prior to a layoff. However, if no regular employee subject to layoff elects to accept a transfer or demotion in lieu of layoff to a position occupied by a provisional, temporary or probationary employee, an employee with this employment status may be retained.

B. If a regular employee must be laid off due to a shortage of work or funds, the abolition of a position, or other material change in duties or organization, or for other reasons which are outside the employee's control and which do not reflect discredit on the services of the employee, these layoffs shall be by inverse order of service credit (Service credit is defined as state service under Missouri State Employee's Retirement System (MOSERS) or MoDot and Patrol Employees' Retirement System (MPERS) creditable service, as applicable, less any purchased service, but including service for which a deferred retirement lump sum option was exercised, and by class under the same Appointing Authority, as filed with the Division of Personnel, involved. When these employees are laid off they will be placed on an appropriate reinstatement register(s) as outlined in Section 4.

**Section 2 Options in Lieu of Layoff**

Employees in regular status affected by layoff will be offered, if available:

A. Demotions under the same Appointing Authority to positions in a lower class in the same occupational job series or in a lower class in which the employee previously held regular status. The granting of this option is determined by the service credit of the employee.

B. Transfer to positions of the same class at other facilities in the same division held by original probationary or promotional probationary, emergency, provisional, temporary or limited temporary employees;

C. Transfer to vacant positions of the same class at other facilities in the same division which are intended to be filled.

**Section 3. Displacements, Demotions and Transfers in Lieu of Layoff**

An employee, who has been notified that his position is being eliminated or may be impacted by a transfer or demotion of an employee with more service credit, shall be entitled to transfer to a vacant position or positions held by probationary employees of the same job class under the same appointing authority or to a position held by a regular employee(s) with the least service credit. An employee may be allowed broader transfer or demotion in lieu of layoff per Department/Commission policies. Such employees shall be entitled to further exercise their seniority regarding their shift, or hours of work and days off for positions in which they are eligible to transfer which become vacant within a year of the displacement, subject to the provisions of Article 12(5)(B).

An employee, who has been notified that his position is being eliminated or may be impacted by a transfer or demotion of an employee with more service credit, shall be allowed to demote to a position of a lower class in the same job series or in any other class in which the employee held regular status. The position must be under the same appointing authority and must either be vacant or occupied by a probationary employee or the employee(s) with the least service credit. An employee may be allowed broader transfer or demotion in lieu of layoff per Department/Commission policies. Such employees shall be entitled to further exercise their seniority regarding their shift, or hours of work and days off for positions in which they are eligible to transfer which become vacant within a year of the displacement, subject to the provisions of Article 12(5)(B).

As provided in the Regulations (1 CSR 20-3.070(1)(G)), and as approved by the Personnel Advisory Board, the Appointing Authority may implement an alternative method of layoff plan if a layoff would cause unnecessary disruption to the state service, or cause an employee with specialized ability to perform essential remaining work to be laid off, or would result in unfair situations. An employee who elects not to transfer or demote in lieu of layoff or who is ineligible to transfer or demote in lieu of layoff shall be laid off.

**Section 4. Reinstatement Registers**

The State shall implement and maintain reinstatement registers of regular employees who are laid off or demoted in lieu of layoff. The division or department may offer the right to reinstatement to a vacancy in the division or department from which the employee was laid off, which may be in any area in which the employee is willing to work. For a period of three (3) years, such employees laid off shall be reinstated in service credit score order ahead of new hires, promotions and rehires. For a period of six (6) months following a layoff, any demotions, class transfers or transfers must recognize the rights of people on the reinstatement registers. Therefore, these types of changes may only be made if the person being transferred or demoted has higher service credit than those on the reinstatement register.

**Section 5.**

The decision to conduct a layoff will not be subject to the grievance and arbitration procedure outline in Article 5 of this Labor Contract, but application of any layoff as applied to this bargaining unit will be subject to the grievance and arbitration procedure.

**ARTICLE 17**  
**PAID HOLIDAYS**

**Section 1. Holiday Schedule**

The Employer shall grant paid holidays as follows:

New Year's Day, the first day in January  
Martin Luther King, Jr. Day, the 3<sup>rd</sup> Monday in January  
Lincoln's Birthday, the 12<sup>th</sup> day in February  
Washington's Birthday, the 3<sup>rd</sup> Monday in February  
Truman's Birthday, the 8<sup>th</sup> day in May  
Memorial Day, the last Monday in May  
Independence Day, the 4<sup>th</sup> day in July  
Labor Day, the 1<sup>st</sup> Monday in September  
Columbus Day, the 2<sup>nd</sup> Monday in October  
Veterans' Day, the 11<sup>th</sup> day in November  
Thanksgiving Day, the 4<sup>th</sup> Thursday in November  
Christmas Day, the 25<sup>th</sup> day in December

Additional dates may be designated as holidays by the Governor or President of the United States.

**Section 2. Equivalent Time Off**

When a holiday falls on an employee's scheduled day off or the employee works on a holiday, equivalent time off with pay shall be granted within the following twelve (12) month period. Holiday time off shall be scheduled and granted in one day increments. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations. Request for time off shall be made thirty (30) days in advance.

**Section 3. Holiday During Annual Leave**

When a holiday falls on an employee's regularly scheduled workday during the employee's annual leave, the employee will not be charged annual leave for the holiday.

**ARTICLE 18**  
**EMPLOYEE APPRAISALS**

**Section 1. Written Performance Appraisals**

Applicable employees will receive an annual performance appraisal completed by their immediate supervisor who is outside the bargaining unit and has firsthand knowledge of the employee's

performance. The evaluation shall be fair and accurate, and as objective as possible. The evaluation shall be limited to factors relating to the employee's work performance and for which they are accountable. Employees' signatures on the appraisals indicate the employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. The appraisal shall be discussed with the employee, and the employee shall be given a copy of the appraisal.

The employee may submit a written rebuttal to an appraisal if the employee disagrees totally, or in part, with the appraisal. The employee's rebuttal shall be considered part of the evaluation process with a copy attached to the original evaluation and placed in the employee's personnel record. A less than overall satisfactory performance appraisal may be appealed through the grievance procedure as outlined in this Labor Contract.

**Section 2. Appraisal Procedure.**

A. The annual appraisal period for each employee shall be the calendar year (January 1 – December 31). The employee's immediate supervisor shall prepare the annual performance appraisal and then meet with the employee to discuss the appraisal. At the conclusion of the meeting, the employee will sign the appraisal. The employee's signature signifies the employee's receipt only. Within three (3) days after the completed performance appraisal, the Employer shall give employees an accurate and complete copy of the appraisal. The Employer will place a copy in the employee's official personnel file and may be electronically stored

**B. Transfers**

If an employee is transferred, he/she may be given an exit appraisal and it shall be used in conjunction with his/her new supervisor's year-end appraisal. When both appraisals are used, they shall be averaged in accordance with the number of months evaluated by each appraisal. If the evaluating supervisor is not the direct supervisor, he/she must have observed the employee's performance.

**Section 3. Appraisal Performance Ratings**

A. Performance ratings are as follows:

	<u>Rating</u>	<u>Score</u>
1.	Exceptional	9.0 to 10.0
2.	Outstanding	7.0 to 8.9
3.	Successful	4.0 to 6.9
4.	Needs Improvement	< = 3.9

B. Regular employees shall receive, no later than March 31 of each year a written annual performance appraisal completed by their immediate supervisor, (rater) who has first hand knowledge of the employee's performance. Under no circumstances shall a bargaining unit employee complete an appraisal of another bargaining unit employee. In the event an employee does not receive a written performance appraisal annually by March 31, the employee shall be deemed to have performed at a "Successful" level.

C. The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Labor Contract. No quotas or other limitations shall be applied to employee ratings.

#### **Section 4. Performance Components**

Performance components are general aspects and assignments of an employee's job. Components shall be derived from an employee's class specification and shall include the regular and recurring duties assigned to the employee.

#### **Section 5. Performance Objectives**

A. Performance components are an expression of the performance threshold(s), outcomes(s), requirement(s), or expectation(s) that must be met to be appraised at a successful level of performance for each performance component. A performance objective may include, but is not limited to, quality, quantity, and timeliness. Each performance component shall have at least one objective.

B. Performance objectives shall be to the extent possible, specific, attainable, relevant, measurable and fully consistent with an employee's duties. Objectives shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee. Although an employee is entitled to review changes to objectives, supervisors retain the ability to change objectives as required by business needs and other factors.

C. If an employee does not have an opportunity to perform work described by an objective, that objective will not be considered in the performance appraisal process.

D. Objectives shall be applied fairly, objectively and equitably. Certain pre-approved time away from the job including, but not limited to, sick leave, annual leave and authorized duty time for Union representational purposes and other authorized activities shall not be considered negatively in the application of performance objectives. Appraisals shall fully take into account such approved absences in a measure of timeliness and quantity of work.

#### **Section 6. Annual Appraisal and Establishing Performance Plans for the Next Period**

The annual appraisal and planning for the future rating period, shall include the following:

1. Performance rating for the year;
2. Specific tasks the employee needs to achieve during the next appraisal period and performance standards/ elements applicable to the next period;
3. Modifications to the employee's job duties and responsibilities, if any; and
4. Recommendations for training to enhance the employee's skills, if any.

#### **Section 7. Interim Performance Appraisal**

A. In the event during the current rating period, an employee's performance deteriorates to a point where the supervisor concludes that an employee's job performance is at a level, which may jeopardize the employee's ability to receive a "Successful" performance appraisal, the supervisor shall notify the employee of those performance deficiencies immediately. In such cases, the supervisor must document in writing the following:

1. The specific objectives established by the immediate supervisor, which will assist the employee in accomplishing his/her overall objectives for the remainder of the appraisal period;

2. Any training needs established.

B. The employee will be given a reasonable amount of time to correct the performance deficiencies before a year-end performance evaluation is conducted unless the deficient performance warranting the denial of a "Successful" performance appraisal occurs after October 1.

**Section 8. Original Probationary Employees**

A new employee's immediate supervisor's (raters) shall provide each new employee with regular feedback regarding performance and expectations.

**ARTICLE 19**  
**PERSONNEL RECORDS**

**Section 1. Records**

Employees shall have reasonable access to their official personnel record, supervisor's working file or log, training record, and health file. One complete copy shall be made available upon the employee's request. Additional complete copies of documents will be provided at the employee's expense. A Union Representative may review employee personnel records as described above, if a signed and dated written authorization is provided by the employee and is valid for 30 days after the signature. All personnel files are considered confidential and may only be used and/or reviewed by those with a work-related reason for use and/or review. Unauthorized staff shall not have access to personal information about employees.

All negative entries placed in these files shall be signed and dated by the individual making the entry and shall be presented to the employee for counter-signature at that time or no later than one week of the entry. If the employee chooses not to counter-sign, such fact shall be noted on the document. Copies of disciplinary actions need not be signed or counter-signed, as the employee is given a copy of the action. Upon request, work related complimentary entries shall also be placed in the employee's personnel file(s).

If the Employer uses adverse information from a personnel record the Employer will consider the age and relevance of such information when making an employment decision. Unrelated corrective actions shall not be used in any proceeding after one (1) year from the date of issuance.

**Section 2. Contact Information**

An employee shall provide the Employer with his/her current telephone number and home address. When a change of home address and/or telephone number occurs, the employee will promptly inform the Employer of this change in writing. Appropriate forms for notification of these changes are available in the work location personnel office. The Employer shall not release an employee's telephone number and/or home address to non-work related sources without the employee's permission.

**ARTICLE 20**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1. State-wide Agency Labor-Management Meetings**

A. The Union and the Agency shall meet twice annually for the purpose of reviewing the administration of these Articles and discussing problems which have arisen. By mutual agreement, meetings may be held more or less frequently. A representative of the Office of Administration (OA), Division of Personnel may attend each labor management meeting referenced in this section.

B. The Union shall have up to 12 employee representatives with no more than one (1) from any work location attend the meeting, and staff representatives as the Union sees necessary. Union representatives will be designated by the Union. In circumstances beyond the control of an Agency whereby an unforeseen staffing deficiency occurs within the work location in question on a scheduled date of a labor management meeting, the parties agree to discuss alternative attendee(s) to attend the meeting.

C. The Union and the Agency may request inclusion of any employment related matter on the agenda. The Union and the Agency shall exchange proposed agenda items and a list of designated employees who will be in attendance at least fifteen (15) days prior to the meeting. The parties shall keep their own minutes of these meetings. The Agency and the Union may agree to allow persons in addition to committee members to attend these meetings.

**Section 2. Local Labor-Management Meetings**

Each facility shall conduct labor/management meetings on a quarterly basis. By mutual agreement, meetings may be held more or less frequently. These meetings shall be scheduled at a time, place and date mutually agreed upon. The Union shall be entitled to designate employees and staff representatives to attend the meeting and shall be limited to five (5) employees, unless otherwise agreed to by the parties.

**Section 3. Employee Attendance at Labor-Management Meetings**

Administrative leave shall be granted for attendance at labor/management meetings; however, it shall not serve to extend the workday or cause overtime to be earned. Time spent in attending or traveling to the labor/management committee meetings shall be considered time worked. Attendance at these meetings will not cause those employees to lose pay or accumulated leave time.

**Section 4. Meeting Topic Limitations**

These meetings shall not be used to bypass the grievance procedure nor shall they be considered negotiation sessions to arrive at successor Labor Contracts or modification of this Labor Contract.

## **ARTICLE 21** **HEALTH AND SAFETY**

### **Section 1. General Duty**

The Employer shall provide, to the extent possible, safe, secure, healthful working conditions for all employees. The Employer agrees to comply with applicable federal, state and local laws and regulations, and departmental safety rules and regulations. All employees shall comply with all safety rules and regulations established by the Employer.

### **Section 2. Health and Safety Training**

The Employer shall provide appropriate and adequate safety and health training to all employees. Such training shall be provided on regular work time and the time spent in training shall be considered work time for all purposes.

### **Section 3. Health and Safety Committees**

A. Each facility will have a safety and health committee responsible for reviewing safety standards and overseeing the facility safety program, which shall meet at least quarterly. The Union may designate two (2) employees and two (2) alternates to be appointed to any established health and safety committee. All reasonable efforts will be made, including advanced written notification of meetings, to ensure a Union Representative or a Union-designated alternate can attend each meeting. Committee attendance and activities will be considered time worked. Members of the committee will be encouraged to attend meetings.

B. In addition to any Federal or State requirements, each committee's general responsibility will be to provide a safe and healthful workplace by recognizing hazards and recommending the abatement of hazards and educational programs. Each committee may:

1. Establish an accident reduction target for each fiscal year;
2. Meet on an established schedule;
3. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
4. Appoint members of the committee to participate in inspections, investigations, or other established health and safety functions to the extent necessary;
5. Receive and review a quarterly summary of job-related health and safety reports including summary accident reports and make appropriate recommendations;
6. Promote health and safety education;
7. Study the use of video display terminals (VDTs) to make appropriate recommendations to ensure the health and safety of employees regarding such use;
8. Maintain and review minutes of all committee meetings;

9. Review the availability and adequacy of first aid supplies and equipment and address any inadequacies; and
10. Review and recommend any measures to maintain a secure work force in view of the potential for terrorist threat.

C. Each Health and Safety Committee shall establish rules consistent with the above principles. A mechanism to coordinate the efforts of individual Health and Safety Committees will be established at each agency.

#### **Section 4. Communicable Diseases**

A. Employees shall be provided with information on all communicable diseases to which they may have routine workplace exposure. Training provided to employees will include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, recommendations for immunization and any relevant regulations, guidelines and Centers for Disease Control (CDC) recommended precautions.

B. Employees who have routine contact with blood and other body fluids will be offered Hepatitis B vaccinations and follow up testing and vaccination at the Employer's expense.

C. Any screening of incoming clients, residents or inmates in health care facilities or residential or correctional institutions for communicable diseases shall be performed according to relevant CDC guidelines. If a resident or inmate is found to carry a communicable disease, all appropriate precautions shall be taken.

D. The Employer shall comply with the latest CDC guidelines or recommendations of other nationally recognized health organizations on post exposure treatment whenever an employee receives an exposure, while on duty, to potentially infectious blood borne or otherwise transmittable diseases. Employer arranged testing associated with such diseases shall be paid by the Employer and shall be done on work time.

#### **Section 5. Cardiopulmonary Resuscitation (CPR) Training**

Ongoing CPR training shall continue to be provided in accordance with current practice at Employer cost.

#### **Section 6. Emergency Evacuation Plans**

The Employer shall develop emergency facility evacuation plans and provide appropriate training, including fire drills.

#### **Section 7. Asbestos**

All employees who work with or around asbestos shall have the proper required training and personal protective equipment where necessary. When an asbestos hazard is discovered, employees shall be promptly notified of the existence and location of the hazard.

#### **Section 8. Workplace Violence Prevention**

The Employer shall develop and implement a comprehensive workplace violence prevention program and will provide training as appropriate

**Section 9. Reproductive Hazards**

Any pregnant employee assigned to work in an environment that may be harmful to the pregnancy or to the fetus may request reassignment to alternative work, at equal pay, within her department. Such environments include, but are not limited to, exposure to toxic substance such as ethylene oxide or lead, communicable disease such as cytomegalovirus or rubella, physical hazards, or where there is a reasonable expectation of violence against the employee. Management shall assess any suspected hazard on a case-by-case basis. The Employer shall accommodate such a request where practicable.

**Section 10. Physical Exams**

The Employer agrees to provide without cost to employees, physical examinations and/or other appropriate tests when such tests are deemed necessary by management to determine whether the health of an employee is being or been adversely affected by exposure to potentially harmful physical agents, toxic materials, or infectious agents, or by attacks and assaults.

**Section 11. First Aid and Emergency Care**

The Employer agrees to provide immediate first aid as appropriate for any employee injured during their shift. In an emergency, emergency services will be called.

**Section 12. Vehicle Inspection**

All state vehicles owned by the state shall receive inspections and be maintained in accordance with State Vehicle Policy SP-4, Section 307.350 RSMo and Section 643.315 RSMo.

**Section 13. Personal Property**

The Employer will pay the remaining expense not covered by the employee's insurance or the Missouri's Workers Compensation law, of one pair of equivalent prescription eye glasses per year, which are damaged in the course of employment.

**Section 14. Working Alone**

The Employer shall develop practices and procedures to minimize as much as reasonably possible any risk to employees working alone in potentially hazardous areas. A periodic check on the safety of employees who work alone in potentially hazardous areas shall be made or a means of communication to the worksite base location shall be provided to employees who work alone in potentially hazardous areas.

**Section 15. The Right-to-Know About Toxic Substances**

All employees shall have access to information on all toxic substances in the workplace.

**Section 16. Employee Assistance Program (EAP)**

The Employer shall make available information including contact numbers on the Employee Assistance Program to employees at each work location.

## **ARTICLE 22** **UNIFORMS AND EQUIPMENT**

### **Section 1. General Duty**

The Employer shall provide and maintain at no cost to employees covered under this Labor Contract, the necessary uniforms, tools and equipment, including any protective equipment for employees to successfully perform their duties at a high standard with due regard to employee health and safety, which are required by the Employer. The Employer shall provide at least five (5) sets of uniforms unless an employee's standard schedule for a seven-day period contains fewer than five (5) shifts. Where outside work is part of an assignment, the Employer shall have available inclement weather gear for those employees required to work in inclement weather as part of their normal work assignments. Employees who are currently receiving more than five (5) sets of uniforms shall continue to receive the number of sets they are receiving unless, at the discretion of the Employer, it determines the current uniform provision for an employee exceeds those necessary to clothe the employee for all shifts of that employee in a standard seven-day work schedule. The Employer shall exercise its discretion in a consistent manner, and not in an arbitrary or discriminatory manner.

### **Section 2. Replacement of Uniforms and Equipment**

As employer provided uniform item(s), tools and equipment item(s), including personal protective equipment become depreciated and are in a state of disrepair, the Employer shall provide, at no cost to employees, replacement uniform, tools, equipment item(s), and protective equipment. The item(s) will be returned to the employer before replacement items will be issued.

## **ARTICLE 23** **LEAVE**

In general, administration of leave and the application of this article will be subject to applicable agency specific policy unless otherwise modified herein.

### **Section 1. Annual Leave**

#### **A. Annual Leave Accrual**

1. Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to Annual Leave with full pay as follows and as outlined in the State Code of Regulations: 5 hours for each semi-month of service, in which they are in pay status for 80 or more hours, up to and until they complete 10 years of total state service;
2. 6 hours for each semi-month of service, in which they are in pay status for 80 or more hours, if they have completed 10 and up to 15 years of total state service;
3. 7 hours for each semi-month of service, in which they are in pay status for 80 or more hours, if they have completed 15 years of total state service.

B. Annual leave will be pro-rated for employees not in pay status for an entire pay period. This proration will apply only to hours in pay status between forty (40) and eighty (80) hours. An employee will not be entitled to any leave accruals for pay periods in which the employee is in pay status for less than forty (40) hours.

C. Selection

1. The Employer is responsible for the scheduling of annual leave and the proper staffing of facilities. Seniority as defined in Article 9 shall be the basis by which employees select annual leave that is at least one (1) week but no more than four (4) weeks in duration. The number of employees to be on annual leave at any one time of the year shall be reasonably determined by the Employer. Where two separate one-week or longer periods of annual leave are requested, an employee's seniority preference shall apply only as to the first round selection of annual leave. The employee will then be dropped to the bottom of the seniority list until all employees have had a chance to indicate and/or exercise their first annual leave preference. In order for an employee's preferences to be considered, the employee's preference shall be submitted in writing by February 28 of each calendar year. An employee should submit at least two (2) but no more than three (3) preferences to expedite the scheduling process. The Employer shall post and leave up the approved annual leave preferences schedule no later than March 31 of each calendar year. Subsequent written employee annual leave requests shall be responded to in writing by the Employer within seven (7) calendar days and those shall be scheduled according to the needs of service and staffing requirements as determined by the Employer.
2. Once the annual leave schedule is established, it shall not be changed without the mutual agreement of the affected employee.
3. Annual leave requests shall not be modified without the mutual agreement of the affected employee.
4. Annual leave requests for one week shall consist of seven (7) consecutive days off; annual leave requests for two (2) weeks shall consist of fourteen (14) consecutive days off, etc.
5. Annual leave requests shall not be split to require the employee to work the weekend.
6. Scheduled weekend shifts missed due to approved annual leave shall not be required to be made up.

D. Annual Leave Accumulation

1. The maximum allowable accumulation of annual leave shall not exceed forty-eight times (48X) an employee's current full-time semi-monthly accrual rate.
2. Throughout the year and during the annual leave request period in February, employees who are at, near or above the maximum accruable limit are encouraged to note their annual leave balances and plan to request time off so that leave does not lapse on October 31.
3. Annual leave shall not accrue to any employee while on leave of absence without pay.

4. When an employee has been granted annual leave, and during the leave period is subsequently recalled to duty because of emergency conditions requiring the employee's services, annual leave credits not used shall be restored for the time worked unless this has the effect of causing accrued annual leave to exceed the maximum accrual allowed in accordance with state regulations, in which case the employee shall be granted equal compensatory time off or at the discretion of the employee, shall be granted straight time cash compensation for the time worked.

E. Use of Annual Leave When Ill

When an employee is eligible to use Sick Leave, he/she may take annual leave instead of sick leave with supervisory approval. Such supervisory approval shall not be unreasonably withheld. Notation of this substitution shall be made on the leave form.

F. Transfers

1. An employee who transfers or is appointed to a position in another department will be automatically reimbursed by the Employer for all accrued annual leave up to the maximum levels, unless directed otherwise in writing by the employee.
2. If the employee chooses to transfer annual leave to another department, the employee must request in writing to the staff responsible for the personnel function at his facility that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the employee physically transferring to a new location. In no event will the combination of the amount of hours of annual leave paid to the employee and the amount of hours transferred to the receiving agency exceed the employee's established maximum balance.
3. An employee entering service with the Employer from outside the bargaining unit will be allowed to transfer annual leave to the receiving agency not to exceed the employee's established maximum balance, according to the provisions and limits established in that agency's policies.

G. Rights Upon Re-employment

Employees re-employed after termination of employment shall be considered new probationary employees, except that this section shall not affect re-employed employees' rights to prior state service credit for the purpose of establishing annual leave accrual rates, in accordance with this Article and applicable regulations.

H. General Provisions

1. Annual leave is accrued by the employee during the payroll run for a particular pay period. Leave time can be used in the following pay period.
2. Annual leave may be requested, approved, and taken in increments of one-quarter ( $\frac{1}{4}$ ) hours.

3. Annual leave shall not be charged for holidays, unless it is used to make up the difference between the eight (8) hour limit for holidays and an employee's work day for situations when an employee regularly works days longer than eight (8) hours.
4. Annual leave shall not be anticipated, but shall have been accrued prior to the time it is taken.
5. Annual leave shall not be considered work time. The Employer agrees that there shall be no blackout dates for annual leave or holiday requests.

## **Section 2. Sick Leave**

### **A. Purpose of Sick Leave**

Employees covered under this Labor Contract shall use sick leave when an employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or periods of time required for medical, surgical, dental or optical examination or treatment, or where through exposure to contagious disease the presence of the employee on duty would jeopardize the health of others. Loss of time due to an illness of the employee's spouse, children, other relatives or members of the employee's household, which requires the employee's personal care and attention shall be charged against the employee's accumulated sick leave. The final decision concerning the granting of leave under this section shall rest with the Employer and shall be based upon the degree to which the employee is responsible for providing personal care and attention. Denial of sick leave use by the Employer shall not be inconsistent, arbitrary or discriminatory. No employee shall be disciplined for proper sick leave usage in compliance with this Section.

### **B. Sick Leave Accrual**

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to sick leave with pay at the rate of five (5) hours for each semi-month of service in which they are in pay status for eighty (80) or more hours. Sick leave is pro-rated, for employees not in pay status for an entire pay period but who are in pay status between forty (40) and eighty (80) hours during the pay period. Employees in pay status less than forty (40) hours during a pay period will not receive sick leave accrual for that pay period.

### **C. Minimum Use of Sick Leave**

Sick leave may be requested, approved and used in one-quarter ( $\frac{1}{4}$ ) hour increments.

### **D. Use of Sick Leave for Service Connected Injury and/or Illness**

Employees shall not be asked, nor required, to exhaust sick leave prior to filing a worker's compensation claim. Employees shall be entitled to choose to use sick leave to supplement worker's compensation payments to the extent necessary to make up the difference between the workers' compensation benefits and their salary at the time of the injury.

### **E. Use of Annual Leave or Compensatory Time for Illness and/or Injury**

If all accumulated sick leave has been exhausted and the employee is unable to return to work, the employee shall be entitled to use compensatory time leave or annual leave, with supervisory approval. If the employee has no accrued leave he/she shall be entitled to apply for leave of

absence without pay or consult the person responsible with the personnel function at the work site concerning long term disability benefits.

**F. Notification of Absence/Calling In**

An employee must notify the Employer in accordance with agency policy if the employee will be unable to report for a scheduled shift(s). However, the Employer shall consider the extenuating circumstances in conjunction with employee call-ins.

**G. Sick Leave Misuse**

The consistent misuse of sick leave may result in disciplinary action up to and including dismissal.

Verification of illness may be required when the Employer has a good faith reason to believe that there is misuse of sick leave.

**Section 3. Bereavement Leave**

An employee, with the approval of the appointing authority, may be granted time off not to exceed, five (5) consecutive workdays of bereavement leave with pay at the employee's regular rate upon the death of member(s) of his/her immediate family. Employees may use other leave or compensatory time to extend the bereavement leave with the approval of the appointing authority or designee. For purposes of this article, family is defined as employee's spouse, child, sibling, parent, step-parent, grandparent or grandchild, and spouse's child, parent, step-parent, grandparent or grandchild, or a member of the employee's household.

**Section 4. Family and Medical Leave**

Other provisions for leave notwithstanding, employees covered by this Labor Contract shall be entitled to the rights set forth in the Family and Medical Leave Act.

A. Eligible employees may take up to 12 weeks of unpaid leave in the following instances: because of the birth of a child of an employee and in order to care for such child, or upon placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee or an employee's family member as defined in the Family and Medical Leave Act.

The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status. The employee will remain responsible for paying any employee share of health insurance premiums, if applicable.

Employees shall be entitled to an intermittent or reduced schedule leave in accordance with the FMLA because of a serious health condition of an employee or an employee's family member.

The Employer may require or an employee shall be entitled to substitute any accumulated applicable paid leave for any portion of the unpaid leave, however applicable sick leave must be exhausted first.

B. Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave to be restored by the Employer to a same equivalent position at the same facility, job

class, shift and regular days off held by the employee when the leave commenced with the current equivalent employment benefits, pay, and other terms and conditions of employment.

**Section 5. Educational Leave**

A leave of absence without pay may be granted to an employee in order for that employee to attend a recognized educational institution provided that the course of instruction is related to the employee's current and/or possible future employment with the Employer. Before receiving the leave or any extension thereof, the employee shall submit to the Employer documentation that the educational institution has accepted the employee as a student, as well as documentation as to the course of instruction. Such leaves may be extended based upon the above criteria and subject to the above requirements. Such requests for leave shall not be unreasonably withheld. Subject to scheduling requirements and business needs, the Employer will take all reasonable steps to provide flexibility of scheduling of leaves to provide reasonable opportunity for employees seeking advancement in the field of nursing.

**Section 6. Examinations and Interviews**

The Employer will grant administrative leave to employees to participate in promotional examinations with sufficient prior notice to positions with the Employer. Appropriate travel time, occurring during normal work hours, will be considered in the granting of administrative leave. Administrative leave for promotional interviews for positions with the Employer shall not be unreasonably denied.

**Section 7. Civil Leave**

All employees shall be eligible for paid civil leave under the following conditions:

A. Jury Duty

Administrative leave with pay shall be granted to employees who have been called to serve jury duty. Employees will return to work when not actually serving as a juror on a daily basis. The employee shall provide documentation to the Employer as proof of jury duty service.

B. Voting Time

All employees shall be entitled to up to two (2) paid hours for the purpose of voting provided the employee does not have sufficient time before or after regular duty hours to vote. The two (2) hours authorized for voting does not apply to those employees who vote by use of an absentee ballot or any other voting mechanism that would allow the employee to vote without going to the polls on Election Day.

C. Court Appearances

1. Employees shall be granted time off from duty with compensation in compliance with a subpoena to appear in court or before a judge, any legislative committee or any officer, board or body authorized to conduct any hearing or inquiry, except when the employee is a plaintiff or defendant in a cause of action not arising out of employment, or for jury service.
2. Employees attending courts as a plaintiff, defendant or witness on non-work related matters, shall be entitled to use annual leave or earned compensatory time, with sufficient notice to the Employer. In the event the employee is subpoenaed for non-work related matters and does not have annual leave or compensatory time the Agency Head and/or

his/her Designee shall grant a leave of absence without pay. Any witness fees paid to the employee for these court appearances shall be kept by the employee.

**D. Disaster Relief Leave**

Disaster relief will be administered in accordance with applicable statutes and regulations. Leave for disaster relief shall be limited to persons who have completed the necessary training for, and have been certified as, disaster service specialists by the American Red Cross or certified by a volunteer organization with a disaster service commitment recognized by the State Emergency Management Agency. Employees, who provide proof of their disaster relief volunteer certification, and with appropriate supervisory authorization, may be granted paid civil leave not to exceed one hundred twenty (120) hours in a State Fiscal year to participate in specialized disaster relief services for a disaster relief agency. Employee participation in this type of leave will be subject to any applicable State-wide participation limits.

**Section 8. Military Leave**

A. Military leave shall be granted in accordance with applicable federal and state laws and regulations. Such military leave may be taken in hourly increments. Employees who are members of the National Guard or Reserve shall provide their Unit Training Assembly (drill) schedule to their supervisor as soon as it is available from the Military Unit. Where practicable, the Employer shall allow the employee to flex his/her work schedule to accommodate Unit Training Assembly (drill) schedules.

B. The employee shall continue to accrue service credit time contributions who are on active duty for thirty (30) days or more, for the duration of their active duty assignment.

**Section 9. Union Leave.**

A. Consistent with staffing needs, the Employer shall provide leave without pay for union business for employees covered under this Labor Contract, consistent with the following provisions. Union Leave shall be designated as unpaid administrative leave for pay purposes. During such Union Leave an employee's seniority shall continue to accumulate.

B. After verifying the validity of the request with the Council 72 Director and the accuracy of the time being requested, the Department shall approve Union leave if the employee's services can be spared without impairing the services of the department(s) involved. Approval of leave under this section shall not be unreasonably withheld.

**Section 10. Hostage Leave**

A. An employee who has been taken hostage by a client and received a compensable injury under the Missouri Workers Compensation Law, staff will receive administrative leave without loss of pay or benefits for the first three (3) days after the event.

B. For employees who have been subject to violent contact by a client, the Employer shall evaluate the need for crisis intervention services, including in extreme circumstances, the option of granting Administrative Leave with pay for the first three (3) days after the event. If such services are needed the Employer shall facilitate a referral to Central Accident Reporting Office (CARO) and/or the Employee Assistance Program (EAP), or offer services on site.

**Section 11. ShareLeave Committee**

The Union shall be entitled to designate one (1) person to each ShareLeave Committee within each of the bargaining units under this Labor Contract.

**Section 12. Leave of Absence**

The Employer may grant leaves of absence for periods not to exceed six (6) months. Such leaves may be extended. Requests for such leave shall be made in writing by the employee reasonably in advance of the requested date of the leave, unless precluded by emergency conditions. The request should state the purpose and expected duration of the leave. Such requests for leave shall not be unreasonably denied.

**Section 13. Notification of Leave Balances**

Each employee shall be given a semi-monthly check/direct deposit stub that reflects their balances of vacation, compensatory, and sick leave hours. If the employee disagrees with their balances, they should notify the timekeeper in writing as soon as possible.

**Section 14. Approval of Time Off Requests**

A. All requests for time off shall be responded to in writing within seven (7) calendar days.

B. Once approved, scheduled leave shall not be changed without the mutual agreement of the Employer and the affected employee, except in circumstances beyond the control of the Employer. Such schedule change will not be arbitrarily made.

**ARTICLE 24**  
**SERVICE CONNECTED INJURY OR ILLNESS**

**Section 1.**

An employee who suffers an on-the-job injury or who contracts a service-connected disease shall be entitled to Workers' Compensation Benefits. Further, the employee may apply for use of Share Leave, and may inquire and apply as appropriate for disability through the Missouri State Employees Retirement System. An employee entitled to workers' compensation may elect to use accrued annual leave, sick leave, and/or compensatory leave to supplement workers' compensation benefits to the extent necessary to make up the difference between the benefit and the employee's salary at the time of injury.

**Section 2. Early Return to Work Program**

In an effort to maintain the Employer's skilled workforce, the Employer will have an Early Return to Work program to enhance the recovery of employees who are injured or contract an occupational disease in the course and scope of state employment. Employees shall be placed in temporary modified duty assignments, when such work is available and the employee is physically able to perform the work. The Employer may require a fitness for Duty Statement prior to the employee's return to full duty.

**Section 3.**

When an employee is permanently unable to return to his or her position as a result of an on-the-job injury, the employee may contact the facility human resource office or facility manager to discuss other state employment opportunities or long-term disability benefits. The human resources office and/or facility manager will make every effort to assist in the placement of the employee within state government.

**ARTICLE 25**  
**CONTRACTING OUT**

**Section 1. Policy**

It is the policy of the Employer to make every reasonable effort to use its employees to perform work they are qualified to do. To that end, the Employer will avoid, insofar as is practicable, contracting out work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary to provide greater efficiency and economy.

**Section 2. Application**

The Employer agrees to:

- A. Provide the Union with immediate written notice upon issuance of any RFP which will result in the layoff of bargaining unit employees.
- B. Make available the names of all bidders being considered during the RFP process upon bid opening, prior to awarding any contract.
- C. Make available a written notice when a contract is awarded.

**Section 3. Placement of Affected Employees**

When the contracting out of bargaining unit work would subject an employee to layoff, the Employer will adhere to Article 16 of this Labor Contract, (Layoff and Reinstatement).

At the Employer's cost, the Employer agrees to provide in-service training, if necessary, to employees who will be subject to a layoff as a result of the decision to contract out. The training will be provided to employees who otherwise possess the qualifications and ability to fill existing vacancies in the same job classification from which they will be laid off at the same or another facility. The training will be offered by the Employer as long as it is consistent with the Employer's budget, program goals, statutory directives and related factors. The parties agree to meet within ten (10) days of the contract award date for the purpose of attempting to reach agreement over any necessary changes in the layoff procedure (Filling of Vacancies) of the Labor Contract in an effort to help facilitate this provision.

**Section 4. Successors**

The Employer will make a reasonable effort with the contractor to insure that employees, who will be subject to layoff because of a decision to contract out work, secure employment with the

contractor, retaining at least an equal salary level. At the request of the Union, the Employer, the Union and the contractor will meet to discuss the employment of employees subject to layoff. The bidder's history of National Labor Relations Act (NLRA) violations may be a consideration in the bid evaluation process.

## **ARTICLE 26** **TUITION REIMBURSEMENT**

The Employer shall provide a tuition reimbursement policy for all bargaining unit employees.

The purpose of this policy is to encourage employees to progress in their careers and seek professional growth. This procedure establishes guidelines for employees to obtain reimbursement for a portion of expenses associated with successful completion of pre-approved courses. Both graduate and undergraduate courses must be job related or part of a degree program consistent with the Department's and the State's mission.

## **ARTICLE 27** **MANAGEMENT RIGHTS**

### **Section 1**

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct its employees and its various divisions, agencies, and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to the execution of this Labor Contract, except as modified by the terms of this Labor Contract.

### **Section 2.**

These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served:
- The right to plan, direct, control, and determine the operation, and/or services to be carried out by its employees:
- The right to determine the methods, means, and number of staff needed to carry out its mission:
- The right to direct the workforce:
- The right to hire, assign, reassign, transfer, promote and to determine hours of work shifts and assign overtime:
- The right to suspend, demote and dismiss for cause
- The right to furlough and lay off employees:
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, and regulations:
- The right to introduce new methods of operation, equipment, or facilities:
- The right to contract for goods and services: and
- The right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency. Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Labor Contract.

## **ARTICLE 28**

### **PERSONNEL POLICIES AND WORK RULES**

A. On the effective date of this Labor Contract, the Employer agrees to furnish the Union with copies of existing policies at the department, division, facility and program level that affect conditions of employment of employees covered under this Labor Contract. If there is a disagreement as to the application of a policy, that matter shall be subject to the grievance procedure outlined in this Labor Contract.

B. This Labor Contract supersedes any departmental, divisional or facility policy in conflict with a specific provision of this Labor Contract.

C. The Employer shall provide to the Union any proposed policy and/or rule changes that affect the terms and conditions of employment of those employees represented at least thirty (30) calendar days in advance of the proposed effective date of the change, to allow the Union an opportunity to meet and confer over such change(s). When immediate changes to policy are needed for safety and security purposes, or to comply with law or court order, a revision may be issued and become effective immediately, however, the Employer will allow the Union opportunity to meet and confer over such change(s) within thirty (30) days after implementation. All revisions shall be provided to the Union.

D. Whenever possible, facility policies must not conflict by unit or by shift, and statewide policies must not conflict by facility. Wherever possible, policies should be statewide, and universal standards and procedures should exist.

E. The Employer agrees to provide to employees, access to all policies electronically, and/or in hard copy available in Employee Information Centers. The Employer agrees to work with the Union to determine the most efficient and appropriate access for the Union to current policies.

## **ARTICLE 29**

### **COMPENSATION**

It is the objective of the Employer to pay its employees at competitive levels for work performed on behalf of the Employer and the citizens they serve. The Employer and the Union acknowledge that the Governor and the Legislature has the sole authority to appropriate money for state employee

wages and benefits. To that end, the Employer recognizes the Union's rights and interest to attend any public hearings or open meetings, including meetings held by the Personnel Advisory Board to discuss the development of each year's pay plan recommendations and present testimony on behalf of its members.

**Section 1. General Increase**

The Employer agrees to provide a general structure adjustment of two percent (2.0%) effective July 1, 2012, upon appropriation approval of said adjustment by the legislature. This general structure adjustment recommendation will be placed in the Governor's Budget Recommendation for fiscal year 2013. The parties agree to further discuss compensation for the subsequent fiscal years at mutually agreeable dates and times.

**Section 2. Security Assignment Pay**

All job classifications currently receiving Security Assignment Pay shall continue to receive it. The current security assignment pay practices of each respective Employer shall not be arbitrarily discontinued.

**Section 3. Shift Differential Pay**

All job classifications currently receiving Shift Differential Pay shall continue to receive it. The current shift differential pay practices of each respective Employer shall not be arbitrarily discontinued.

**Section 4. On-Call Time**

Employees shall be compensated at a rate of one-half (1/2) hour for every six (6) hours in on-call status or portion thereof. Employees placed on-call will be compensated herein regardless of whether the employee is called into work.

**Section 5. Successful Completion of Probation Adjustment**

A probationary salary advancement of up to two (2) steps is authorized for an employee upon successful completion of the original probationary period. An appointing authority may grant a probationary salary advancement of up to two (2) steps following successful completion of a promotional probationary period or completion of six (6) months of service following upward classification.

**Section 6. Payment Upon Separation**

Upon separation due to resignation, retirement, layoff or dismissal, the employee shall be paid for all accrued holiday, annual leave, up to the maximum and compensatory time. Additionally, an employee, who retires from active service, shall be entitled to convert any untaken sick leave into additional month(s) of pension service credit at the rate of one (1) month for every 168 hours of unused sick leave. Upon the death of a State employee, the person(s) designated as legal beneficiary(ies) or the employee's estate shall be entitled to receive payment for all remaining accrued holidays, annual leave up to the maximum and compensatory time up to the maximum allowable accumulation, as permitted by law.

**Section 7. Dependent Care Assistance Expense Account**

The Employer agrees to provide employees with the option to participate in a dependent care program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

**Section 8. Government Efficiency and Cost Saving**

Upon ratification of this Labor Contract, the Commissioner of the Office of Administration agrees to meet with the Union quarterly, and the Union shall bring to each meeting cost savings and efficiency ideas for discussion.

**ARTICLE 30**  
**GROUP INSURANCE**

**Section 1. Health Care Labor/Management Committee**

The parties shall establish and maintain a Joint Health Care Labor/Management Committee on group insurance benefits. The Committee will consist of three (3) representatives each from the Union and from the Employer, one of which should be the Commissioner of the Office of Administration or designee. To the extent documents and data are available pursuant to state and federal law, including the Missouri Sunshine Law, the committee will study cost containment provisions and explore proposals to expand health and ancillary benefits that do not reduce existing benefits, or shift costs to employees and will review any issues with the claims administration of the current benefit plans and the cost and enrollment of the current benefit plans on a quarterly basis

**Section 2. Portability**

The Employer will comply with the applicable health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996.

**Section 3. Administration**

Where the Employer uses multiple carriers to provide any of these benefits, such as more than one health plan, employees shall be afforded an annual benefit choice period of not less than twenty (20) working days, during which employees shall have the opportunity to switch plans and add or drop coverage for eligible dependents prior to the new benefit plan year.

**Section 4. Insurance Benefit Parity**

During the term of this Labor Contract, if other Union or non-Union employees covered by the Employer's group insurance plans are provided with any additional benefits, or any enhanced benefits, enhanced benefits shall likewise accrue to the bargaining unit members under this Labor Contract.

**ARTICLE 31**  
**RETIREMENT BENEFITS**

**Section 1. Coverage**

During the term of this Labor Contract, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights, and obligations of the Missouri State Employees' Retirement System (MOSERS) or MoDOT and Patrol Employees' Retirement System (MPERS), as applicable, provided in Retirement of State Officers and Employees law, Revised Statutes of Missouri, Chapter 104 as amended or superseded. All eligible employees shall be covered by the MOSERS or MPERS and the Employer and employee shall make required pension contributions to this fund.

**Section 2. Salary Savings Plan**

The Employer shall maintain the deferred compensation plan provided in Revised Statutes of Missouri, sections 105.900 to 105.925. The Employer shall use due diligence in selecting a vendor to administer this plan, with the goal of keeping administrative costs low and providing employees with a broad selection of mutual funds and other investment options, with a range of risks and returns. The vendor for this plan must agree to provide a program of employee education to help employees make informed investment decisions, and must agree to provide employees a report of their account balance on no less than a quarterly basis.

**ARTICLE 32**  
**PRESERVATION OF BENEFITS**

**Section 1. Increase in Benefits**

In the event the Office of Administration recommends or grants across the board pay or benefit increases for state employees, such recommendation or grant shall include the employees covered by this Labor Contract.

**Section 2. Indemnification**

The parties agree that statutory obligations contained in Section 105.711-726 RSMo 2000, regarding State Legal Expense Fund coverage for state employees shall not be diminished by the terms of this Labor Contract.

**ARTICLE 33**  
**SAVINGS CLAUSE**

The parties recognize that the provisions of this Labor Contract cannot supersede law. Nothing in this Labor Contract is intended to amend, repeal, or conflict with state or federal laws. All terms shall be interpreted consistent with state and federal laws to the greatest extent possible. Should any part of this Labor Contract or any provisions contained herein be rendered invalid, unenforceable or unlawful by a decision of a court or other authority of competent jurisdiction or otherwise determined to be contrary to state or federal law or regulation, such portions shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the term of

this Labor Contract. Under such circumstances, the Employer and the Union shall seek to develop a mutually satisfactory modification to replace the invalidated provision.

Where the implementation of any provision in this Labor Contract requires additional expenditure authority or the authority to reallocate funds, the provision will take effect only upon appropriation or authorization to reallocate such funds.

### **ARTICLE 34** **NO LOCKOUTS**

The Employer recognizes that employee lockouts are contrary to good management and quality client care and consequently agrees that no lockout of employees shall be instituted.

### **ARTICLE 35** **NO STRIKES OR WORK INTERRUPTIONS**

The Union shall neither cause nor condone, nor shall any member of the bargaining unit participate in, any strike, work interruption, or any type of work curtailment or slowdown in any office or facility. The Union will instruct all of its stewards of their obligation under the Article and all bargaining unit members as to the meaning of it.

### **ARTICLE 36** **LABOR CONTRACT IMPLEMENTATION**

The Employer acting by and through his representatives agrees that, within thirty (30) days after the effective date of this Labor Contract, matters requiring administrative action for full implementation shall be submitted to the appropriate administrative agency per 105.520 RSMO. The Employer agrees to use its best efforts to secure administrative approval to fully implement this Labor Contract. In the event the administrative agency rejects or fails to adopt any aspect of this Labor Contract as required, the Employee Organizations may reopen any affected portion of this Labor Contract for further negotiation.

### **ARTICLE 37** **TERM OF LABOR CONTRACT**

#### **Section 1.**

This Labor Contract shall become effective upon ratification and signature of the parties, and shall expire on December 31, 2013. It shall automatically be renewed from year to year thereafter, unless either party provides written notification of its intent to modify or amend this Labor Contract to the other party by July 1 of the calendar year prior to expiration. These one-year extensions

shall not exceed three years in total. If bargaining is reopened under this paragraph, all provisions of this Labor Contract shall remain in full force and effect during any such successor negotiations.

**Section 2.      Article Re-Opener**

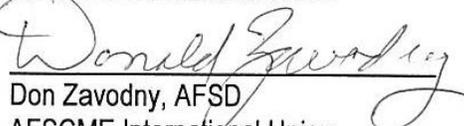
The Union and the Employer shall be entitled to re-open one Article of this Labor Contract. In the event the Union or the Employer desires to open an Article in compliance with this subsection, written notification should be provided to the other party, the State's Chief Negotiator or AFSCME Council 72 Executive Director noting the desire to reopen no later than 5:00 p.m. on December 31, 2012. In the event this Labor Contract is reopened, negotiations shall commence no later than January 15, 2013. The parties shall utilize the agreed upon ground rules developed in conjunction with the negotiations regarding this Labor Contract for the re-opener negotiations referenced in this Section.

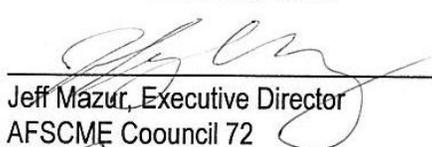
**SIGNATURE PAGE**

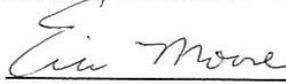
In witness whereof, the parties hereto have executed this Labor Contract this 15<sup>th</sup> day of October, 2011.

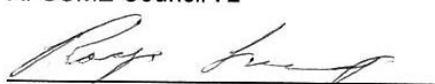
**FOR THE UNION:**

  
Curt Ostrander, Chief Negotiator  
AFSCME International Union

  
Don Zavodny, AFSD  
AFSCME International Union

  
Jeff Mazur, Executive Director  
AFSCME Council 72

  
Eric Moore, Staff Representative  
AFSCME Council 72

  
Roger Levings, Staff Representative  
AFSCME Council 72

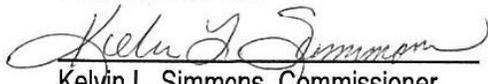
  
Van Bolden  
Department of Mental Health

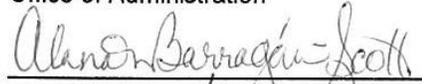
  
Kristine Brown  
Department of Mental Health

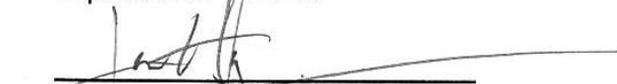
  
Terry Brown  
Missouri Veterans Commission

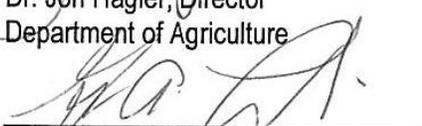
  
Nispa Bryant  
Department of Mental Health

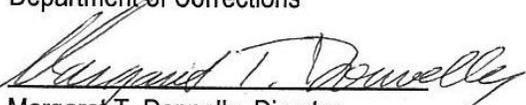
**FOR THE STATE:**

  
Kelyin L. Simmons, Commissioner  
Office of Administration

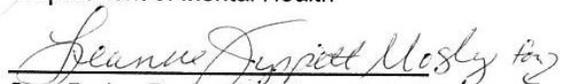
  
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Department of Revenue

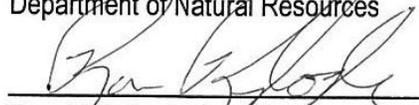
  
Dr. Jon Hagler, Director  
Department of Agriculture

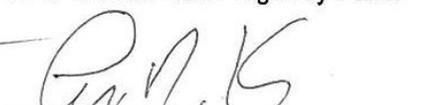
  
George A. Lombardi, Director  
Department of Corrections

  
Margaret T. Donnelly, Director  
Department of Health & Senior Services

  
Keith Schafer, Ed.D, Director  
Department of Mental Health

  
Sara Parker Pauley, Director  
Department of Natural Resources

  
Ronald K. Replogle, Colonel  
DPS-Missouri State Highway Patrol

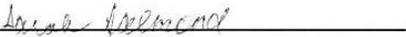
  
Larry D. Kay, Executive Director  
DPS-Missouri Veterans Commission



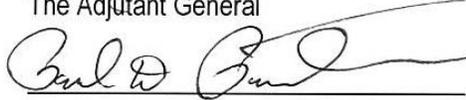
Travis Case  
Department of Corrections



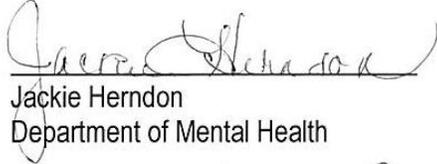
Stephen L. Danner  
Major General, MONG  
The Adjutant General



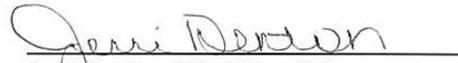
Sarah Salmond  
Missouri Veterans Commission



Paul D. Permenter, Director  
DPS-SEMA



Jackie Herndon  
Department of Mental Health



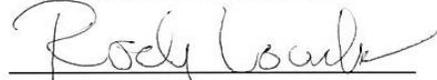
Jerri Denton, Chief Negotiator  
OA-Division of Personnel



Susan Kendall  
Missouri Veterans Commission



Robert King  
Department of Mental Health



Rocky Loucks  
Office of Administration-FMDC



Michelle Mason  
Department of Mental Health



C. Keith Neighbors  
Office of Administration-FMDC

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**  
**Craft and Maintenance Bargaining Unit**

Amended December 1, 2011 (Public Case UC 2012-005)

This bargaining unit consists of employees in the below job classifications, but excluding those employees who are managerial, supervisory, confidential, temporary, emergency and provisional or who are otherwise excluded by law.

(\*The following classifications that are supervisory in nature are limited to those positions OA-FMDC that exclusively supervise inmate workers.)

Classifications for the Departments of Agriculture, Economic Development, Health & Senior Services, Labor & Industrial Relations, Mental Health, Natural Resources, Public Safety (Excluding Missouri State Highway Patrol), Revenue, and the Office of Administration:

INDEX NUMBER	CLASSIFICATION TITLE
008515	AIR DEPOT MAINTENANCE SPEC I
008516	AIR DEPOT MAINTENANCE SPEC II
002051	BAKER I
002052	BAKER II
006101	BOILER OPERATOR
006040	BUILDING CONSTRUCTION WORKER I
006041	BUILDING CONSTRUCTION WORKER II
006052	CARPENTER
002061	COOK I
002062	COOK II
002001	CUSTODIAL WORKER I
002002	CUSTODIAL WORKER II
006056	ELECTRICIAN
006087	ELECTRONICS TECH
002073	FOOD SERVICE HELPER I
002074	FOOD SERVICE HELPER II
006034	GARAGE SUPERVISOR*
006006	GROUNDSKEEPER I
006007	GROUNDSKEEPER II
006046	HEAVY EQUIPMENT MECHANIC
006045	HEAVY EQUIPMENT OPERATOR
006105	HVAC INSTRUMENT CONTROLS TECH
006001	LABORER I
006002	LABORER II
006005	LABOR SUPERVISOR*
002023	LAUNDRY WORKER I
002024	LAUNDRY WORKER II
006026	LOCKSMITH
006011	MAINTENANCE WORKER I

INDEX NUMBER	CLASSIFICATION TITLE
006012	MAINTENANCE WORKER II
006014	MAINTENANCE SUPERVISOR I*
006021	MOTOR VEHICLE DRIVER
006031	MOTOR VEHICLE MECHANIC
006066	PAINTER
006048	PARK MAINTENANCE WORKER I
006049	PARK MAINTENANCE WORKER II
006050	PARK MAINTENANCE WORKER III
006111	PHYSICAL PLANT SUPERVISOR I*
006070	PLUMBER
006074	POWER PLANT MECHANIC
007322	RADIOLOGICAL SYSTEMS MAINTENANCE TECHNICIAN
006035	REFRIGERATION MECHANIC I
006036	REFRIGERATION MECHANIC II
006080	SHEET METAL WORKER
006394	SIGN MAKER I
006395	SIGN MAKER II
007360	STATE VETERAN'S CEMETERY WORKER
006103	STATIONARY ENGINEER
000691	TELECOMMUNICATIONS TECHNICIAN
006023	TRACTOR TRAILER DRIVER

Classifications for the Department of Corrections (\*The following classifications that are supervisory in nature are limited to those positions that exclusively supervise inmate workers):

INDEX NUMBER	CLASSIFICATION TITLE
002061	COOK I
002062	COOK II
006087	ELECTRONICS TECHNICIAN
006131	FIRE AND SAFETY SPECIALIST
006034	GARAGE SUPERVISOR*
006005	LABOR SUPERVISOR*
002029	LAUNDRY MANAGER*
002028	LAUNDRY MANGER I*
002026	LAUNDRY SUPERVISOR*
006026	LOCKSMITH
006014	MAINTENANCE SUPERVISOR I*
006011	MAINTENANCE WORKER I
006012	MAINTENANCE WORKER II
006031	MOTOR VEHICLE MECHANIC
006219	SERVICE MANAGER I*
000202	STOREKEEPER I
000204	STOREKEEPER II
006023	TRACTOR TRAILER DRIVER
006214	VOCATIONAL ENTERPRISES SUPERVISOR I*

Classifications for the Department of Public Safety, Missouri State Highway Patrol:

INDEX NUMBER	CLASSIFICATION TITLE
V00645	AIRCRAFT MAINTENANCE SPEC
V00628	AUTOMOTIVE SERVICE ASSISTANT I
V00629	AUTOMOTIVE SERVICE ASSISTANT II
V00611	AUTOMOTIVE TECHNICIAN I
V00612	AUTOMOTIVE TECHNICIAN II
V00613	AUTOMOTIVE TECHNICIAN III
V00421	BUILDING & GROUNDS MAINTENANCE I
V00422	BUILDING & GROUNDS MAINTENANCE II
V00301	COOK I
V00302	COOK II
V00303	COOK III
V00105	DUPLICATING EQUIPMENT OPER I
V00106	DUPLICATING EQUIPMENT OPER II
V00107	DUPLICATING EQUIPMENT OPER III
V00321	FOOD SERVICE HELPER I
V00322	FOOD SERVICE HELPER II
V00061	HOUSEKEEPER I
V00062	HOUSEKEEPER II
V00063	HOUSEKEEPER III
V00701	SCALE MAINTENANCE TECHNICIAN
V06051	MARINE MECHANIC
V00705	SCALE MAINTENANCE TECHNICIAN-APRENTICE

**DIRECT CARE BARGAINING UNIT**

Amended December 1, 2011 (Public Case 2012-012)

This bargaining unit consists of employees in the below job classifications but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, and provisional, or who are otherwise excluded by law.

Classifications for the Department of Mental Health:

INDEX NUMBER	CLASSIFICATION TITLE
004418	ACTIVITY AIDE I
004419	ACTIVITY AIDE II
004420	ACTIVITY AIDE III
004421	ACTIVITY THERAPIST
006302	BARBER
004384	BEHAVIOR INTERVENTION TECHNICIAN DD
004510	BEHAVIORAL TECHNICIAN
004509	BEHAVIORAL TECHNICIAN TRAINEE
004001	CERTIFIED DENTAL ASSISTANT
006311	COSMETOLOGIST

INDEX NUMBER	CLASSIFICATION TITLE
004002	DENTAL ASSISTANT
004380	DEVELOPMENTAL ASST I
004381	DEVELOPMENTAL ASST II
003031	EDUCATION ASST I
003032	EDUCATION ASST II
004317	LPN I GEN
004318	LPN II GEN
004319	LPN III GEN
004150	MEDICAL LABORATORY TECHNICIAN I
004151	MEDICAL LABORATORY TECHNICIAN II
004422	OCCUPATIONAL THERAPY ASSISTANT
004426	PHYSICAL THERAPIST ASSISTANT
004428	PHYSICAL THERAPY TECHNICIAN
004307	PSYCHIATRIC TECHNICIAN I
004308	PSYCHIATRIC TECHNICIAN II
004303	SECURITY AIDE I PSY
004304	SECURITY AIDE II PSY
004314	RESTORATIVE TECHNICIAN
004491	SUBSTANCE ABUSE COUNSELOR ASSISTANT I
004492	SUBSTANCE ABUSE COUNSELOR ASSISTANT II

Classifications for the Department of Public Safety, Missouri Veterans' Commission:

INDEX NUMBER	CLASSIFICATION TITLE
004418	ACTIVITY AIDE I
004419	ACTIVITY AIDE II
004420	ACTIVITY AIDE III
004421	ACTIVITY THERAPIST
006302	BARBER
005278	CLINICAL CASEWORK ASSISTANT I
006311	COSMETOLOGIST
004317	LPN I GEN
004318	LPN II GEN
004319	LPN III GEN
004311	NURSING ASST I
004312	NURSING ASST II
004426	PHYSICAL THERAPIST ASSISTANT
004313	RESTORATIVE AIDE
004314	RESTORATIVE TECHNICIAN

**APPENDIX B  
GRIEVANCE STEPS**

<b>Department</b>	<b>Preliminary Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Agriculture	>>>>>>>>	Operations Manager	Division Director	Department Director
Corrections	Immediate Supervisor	Section Head	Chief Admin Officer	Division Director
Health & Sr. Services	Grievant and Grieved Informal Meeting	Mediation/Human Relations Officer	Division Director or designee	Department Director or designee
Mental Health	Immediate Supervisor	Work Manager	Facility Head	Division Director
Natural Resources	Immediate Supervisor	Program Director	Division Director	Department Director
Office of Administration:				
FMDC	Immediate Supervisor	Deputy Director of Operations	Division Director	Commissioner
Surplus Property	Immediate Supervisor	Surplus Property Manager	Division Director	Commissioner
GS/Vehicle Maint.	Immediate Supervisor	Vehicle Maint. Supervisor	Division Director	Commissioner
GS/Mail Services	Immediate Supervisor	Mail Room Manager	Division Director	Commissioner
Public Safety				
Adjutant General	Immediate Supervisor	Director of State Resources	State Employee Personnel Board	Adjutant General
Highway Patrol	Immediate Supervisor	Troop Commander or Division Director	Human Resources Director	Superintendent
Veteran's Commission				
Homes Program	Immediate Supervisor	Department Manager	Veteran's Home Administrator	Director, Homes Program
Cemetery Program	Immediate Supervisor	Cemetery Director	Director, Cemetery Program	Deputy Director
Revenue	Immediate Supervisor	Human Relations Officer	Division Director	Deputy Director

## **APPENDIX C**

### **DIRECT CARE BARGAINING UNIT APPENDIX**

#### **C.1. Client Safety and Quality of Life**

The Employer and the Union mutually desire that staffing levels in state institutions are sufficient to insure safe, high quality and effective delivery of services. Therefore:

##### **C.1.A.**

1. While staff are assigned one-on-one client care they will not be assigned any additional duties.
2. When passing medications, staff will not be assigned any additional duties
3. Staff transporting client(s) shall have adequate escort staff to accompany the client(s). A driver shall not be counted as an escort.

#### **C.1.B. Client-Care Giver Staffing**

The Employer and the Union mutually desire that staffing levels in state institutions are sufficient to insure safe, high quality, effective delivery of institutional services. The parties agree that staffing issues are a proper topic for Labor/Management discussions referenced in Article 20.

#### **C.2. Health and Safety**

##### **C.2.A. Training**

All employees who have direct client contact shall have ongoing education and training in the proper and safe methods for responding to aggressive and self-injurious behaviors, including the proper and safe methods for physical intervention.

##### **C.2.B. Communicable Disease**

1. Employees shall receive screening for TB, without the right of refusal and free of charge, as long as Employer providers are utilized. Employees shall receive voluntary Hepatitis B vaccinations that will be free of charge and on work time, so long as the employee receives the complete series of doses and Employer providers are utilized.
2. An employee with a health condition that may restrict TB testing shall be referred to the Consulting Employee Health Physician to determine possible testing alternatives.
3. At the employee's request, the Employer shall provide an annual antibody test that shall be free of charge and on work time, so long as the Employer providers are utilized to ensure that the employee's antibody titer level is sufficient to protect against Hepatitis B infection.
4. The Employer shall provide 24-hour confidential information and referral for employees who sustain needle-stick injuries or other blood and body fluid exposures.
5. The Employer's post-exposure protocol will meet Centers for Disease Control and Prevention (CDC) guidelines.

6. The Employer shall provide an annual infection control update for all employees that shall include, but not be limited to (1) transmission of blood-borne, airborne, and other infectious diseases; (2) universal precautions, respiratory precautions, and other infection control measures; and (3) post-needle-stick and other blood and body fluid exposure management protocols.
7. The Employer shall provide maximum protection to employees from occupational transmission of airborne infectious diseases including, but not limited to tuberculosis, through the use of engineering controls, work practice controls, personal protective equipment, training and education, and the development of a comprehensive airborne infectious disease program.

**C.3. PRN (Pro re nata)**

A. It is agreed that PRN Employees are needed and valued asset to the services of the Employer. It is further agreed that PRN employees are here to help provide the opportunity for more favorable scheduling for bargaining unit employees and by definition are on an as needed basis. Permanent, full-time staff schedules will not be altered to accommodate the scheduling needs of PRN Employees.

B. PRN employees must be qualified for the assignment they are given.

C. The Employer will comply with FLSA regulations regarding overtime pay for PRNs.

**C.4. Overtime and Scheduling**

**C.4.A. Day Trading**

Employees in the same classification will be allowed to mutually agree to switch shifts and days off. Facilities may establish criteria under which trades can be made. The parties agree that day trading criteria are a proper topic for Labor/Management discussions referenced in Article 20.

## APPENDIX D INFORMATION FIELDS FOR QUARTERLY ELIGIBLES REPORT

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
1	UN	Union Name
2	BU	Bargaining Unit Name
3	TITL_CD	Job Classification Index Number
4	TITL_LONG_DESC	Job Classification
5	FLSA_EXEMPT_DESC	FLSA Exempt ID of an Employee: Exempt = E; Nonexempt = N
6	HOME_AGCY_CD	The highest level operating entity that performs a particular function in a government. Agency is used to define where an employee works and what an employee's accounting attributes are. It is also used to define and authorize positions and position budgets.
7	HOME_AGCY_LNG_DESC	Long Description for Home Agency Code
8	RPTG_ORGN_1	Reporting Organization 1 is a higher level organization to which this organization reports, as defined by your organizational tree.
9	RPTG_ORGN1_DESC	Reporting Organization 1 Long Description
10	RPTG_ORGN_2	Reporting Organization 2 is a higher level organization to which this organization reports, as defined by your organizational tree.
11	RPTG_ORGN2_DESC	Reporting Organization 2 Long Description
12	HOME_ORGN_CD	Home Organization Code is the second level of operating entity and represents a management responsibility center within an agency. It is used for accounting and security purposes and can also be used to define positions and position budgets.
13	HOME_ORGN_LNG_DESC	Home Organization Long Description
14	GHRM_IN_EMPL_ID_NO	Unique Employee ID Number
15	APPT_ID	Identifies different appointments and employee may hold. A blank appointment id represents an employee's primary appointment.
16	PREX_CD	Name Prefix Code is a name prefix such as Dr., Ms., or Mr.
17	PREX_LONG_DESC	Name Prefix Long Description
18	EMP_LAST_NAME	Employee Last Name
19	EMP_FIRST_NAME	Employee First Name
20	EMP_MIDDLE_NAME	Employee Middle Initial
21	SUFY_CD	A name suffix such as Jr., Ph.D., or III.
22	SUFY_LONG_DESC	Name Suffix Code Long Description
23	EMPS_CD	An employment status in which employees are eligible for the deduction.
24	EMPS_LONG_DESC	Employment Status Long Description
25	JOBS_CD	Indicates whether and employee's assignment is temporary, probationary, etc.
26	JOBS_LONG_DESC	Job Status Code Long Description
27	CIVS_CD	Identifies the Merit &/or Uniform Classification and Pay status of the employee. (Merit Classified, UCP Classified and Non-Merit, Non-UCP)
28	CIVS_LONG_DESC	Civil Service Status Long Description
29	PCT_FULLTIME_PCT	Indicates the percentage of a Full-time Equivalent year an employee will work in a position. (Ex. an employee working half-time would have 0.5000 in this field; a full-time employee would have 1.0000 in this field.)
30	AMT_BASIS_ID	Identifies the basis in which an employee's salary is stated: (A = Annual Salary, H = Hourly Rate, D = Daily or Per Diem Amount, and P = Pay Period Amount)
31	AMT_BASIS_DESC	Describes the basis in which an applicant's or employee's salary is stated: (Annual Salary, Hourly Rate, Daily or Per Diem Amount, and Pay Period Amount).
32	BASE_PAY_RATE_AMT	Base pay salary for an employee according to the given amount basis.
33	DIFF_PAY_RATE_AMT	Differential pay for an employee according to the given amount basis id.
34	TOTAL_PAY_RATE_AMT	Total Pay Rate Amount is the base pay for an employee plus their differential pay.
35	OTHER_PAY_PERD_AMT	Component of salary for an employee that is not considered base pay or differential pay.

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
36	WORK_CNTY_CD	Standard county abbreviation associated with the county in which the person works.
37	WORK_CNTY_LNG_DESC	Work County Long Description
38	WORK_LOC_CD	Location Code identified as the work location.
39	WORK LOC LONG DESC	Work Location Long Description
40	WORK LOC ADDR LINE 1	First line of the street address.
41	WORK LOC ADDR LINE 2	Second line of the street address.
42	WORK LOC CITYNM	The name of the city associated with the work location address.
43	WORK LOC ST CD	The state code associated with the work location address.
44	WORK LOC ZIP PREF	The Zip Code Prefix is the five digit primary zip code.
45	WORK LOC ZIP SUF	The Zip Code Prefix is the four digit zip code extension.
46	PAY_LOC_CD	The location where an employee's pay check or direct deposit advice should be sent.
47	PAY LOC LONG DESC	Pay Location Long Description.
48	PAY LOC ADDR LINE 1	The first line of the street address of the pay location.
49	PAY LOC ADDR LINE 2	The second line of the street address of the pay location
50	PAY LOC CITY	The city associated with the pay location address.
51	PAY LOC ST CD	The state code associated with the pay location address.
52	PAY LOC ZIP PREF	The five digit primary zip code of the pay location.
53	PAY LOC ZIP SUF	The four-digit extension of the pay location zip code.
54	RESD_CNTY_CD	Indicates the county for a location.
55	RESD_CNTY_LNG_DESC	Resident County Long Description.
56	RELEASE_ADDR_FL	Release Home Address Flag indicates if an employee's address can be released to vendors. (Y = Yes; N or (blank) = No)
57	HOME_ADDR_LINE_1	The first line of the street address of an employee.
58	HOME_ADDR_LINE_2	The second line of the street address of an employee.
59	HOME_CITY_NAME	The city associated with the employee's home address.
60	HOME_ST_CD	The state code associated with the employee's home address.
61	HOME_ZIP_PREFIX	The first five digits of the zip code of the home address.
62	HOME_ZIP_SUFFIX	The last four digits of the zip code of the home address.
63	MAIL_SAME_AS_HOME	Indicates if the employee's mailing address is the same as their home address. Valid values are: [Y] if the mailing address is the same as the home address, [N] if the mailing address is different from the home
64	MAIL_ADDR_LINE_1	The first line of the mailing street address.
65	MAIL_ADDR_LINE_2	The second line of the mailing street address.
66	MAIL_CITY_NAME	The city of the mailing address.
67	MAIL_ST_CD	The state code of an address group associated with the mailing address.
68	MAIL_ZIP_PREFIX	The first five digits of the zip code of the mailing address.
69	MAIL_ZIP_SUFFIX	The last four digits of the zip code of the mailing address.

**APPENDIX E**  
**MISSOURI VETERANS COMMISSION**

AFSCME Council 72 and Missouri Veteran's Commission have entered into a separate legally binding agreement regarding limited issues unique to their relationship and outside the terms of this Labor Contract.