The seal of the State of Missouri is a large, circular emblem in the background. It features a central shield with a plow and a sheaf of wheat, flanked by two bears. Above the shield is a crest with a star. The shield is surrounded by a wreath. The outer ring of the seal contains the text "THE SEAL OF THE STATE OF MISSOURI" and the date "MDCCLXXVI". Below the shield is a banner with the Latin motto "SALUS POPULI SUPREMA LEX ESTO".

**Labor Agreement**  
**Between**  
**The State of Missouri**  
**The Departments of Social Services**  
**and**  
**Health & Senior Services**  
**(Division of Senior and Disability Services**  
**and Division of Regulation and Licensure -**  
**Sections for Long Term Care and Child Care**  
**Regulation)**  
**and**  
**Office of Administration**  
**(Division of Facilities Management,**  
**Design and Construction)**

**AND**

**Communications Workers of America (CWA)**  
**Local 6355, AFL-CIO**

**1/1/2016 to 12/31/2018**

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## **PREAMBLE**

This Agreement is entered into by the Office of Administration, Division of Facilities Management, Design and Construction, the Department of Social Services, and the Department of Health and Senior Services, Division of Senior and Disability Services, and the Division of Regulation and Licensure-Sections for Long Term Care and Child Care Regulation, hereinafter known as "Employer", the Office of Administration, (Employer and Office of Administration are hereinafter referred to collectively as the "State") and the Communications Workers of America, AFL-CIO, CLC hereinafter known as "Union", on behalf of the eligible bargaining unit employees, as described for each Employer in Appendix A1 and A2. It is the purpose of this Agreement and the intent of the parties to maintain, improve and promote harmonious understandings and relationships between Employer and Union. In this spirit, the State and the Union agree to implement and exercise all the provisions of this Agreement 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 Agreement.

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

### **A. Recognition of Union and Unit**

1. The State hereby recognizes the Union as the exclusive representative for the purpose of meeting, conferring, and discussing proposals relative to salaries and other conditions of employment of the bargaining unit employees. Accordingly, the State will not meet and confer with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in this bargaining unit.
2. The scope of this unit is described to include all eligible employees of the respective Employer who are employed in the classifications listed in Appendices A1 and A2, but excluding those employees who are managerial, supervisory, confidential, or who are otherwise excluded by law, or who occupy classifications not listed in Appendices A1 and A2. The inclusion of temporary, emergency, provisional and original probationary employees in this unit is not intended to grant such employees the same status or rights as those possessed by regular full-time employees except for as provided in this Agreement and unless otherwise excluded by law.
3. In the future, should new classifications be established by the Personnel Advisory Board and utilized by the Employer, the parties hereto shall meet and confer as to whether such positions are appropriate for the bargaining unit. In the event the parties cannot reach agreement, a party to this agreement may seek such determination by the appropriate state agency responsible for this function, in accordance with Missouri Statute 105.525 RSMo.
  - a. If the Employer determines that a position currently represented by the Union is performing confidential duties, the Employer will notify the Union and provide the Union with the basis upon which it maintains that the position is confidential.

b. If the Union objects to the designation of a position as confidential prior to the removal of the position from the unit, the State and the Union will meet to review the basis for the confidential designation.

4. Division of Health and Senior Services Only

Should new FTEs be allocated in these organizational units to expand the capacity to perform the existing functions or programs, then the new positions would be bargaining unit eligible. If the new FTEs for these organizational units are established to perform new functions or programs not in existence at the time of the transfer, then the new positions would not be bargaining unit eligible.

5. The assignment of bargaining unit work to non bargaining unit employees will not be made for the purpose of eroding the bargaining unit.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**A.** The State and the Union agree there shall not be any unlawful discrimination in terms or conditions of employment or enforcement of this Agreement as to race, color, national origin, age, sex, genetic information, ancestry, religion, disability, military service, or veteran's status. In addition, the Employer will address any substantiated claims of discrimination based on sexual orientation and take appropriate action.

**B.** The respective Employer will investigate claims of unlawful discrimination, and discrimination or harassment based on sexual orientation, familial status, marital status, political affiliation or union membership and will issue recommendations for corrective action to the appropriate appointing authority when necessary. The inclusion of these additional categories in this Agreement does not provide benefits not already established by Merit System rules and regulations and employee benefit programs.

**C.** The Employer and the Union shall strive to provide and maintain a work environment free of hostility, discrimination, and harassment.

**ARTICLE 3**  
**COMPENSATION**

**A.** The Employer and the Union acknowledge that 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.

The Employer and the Union agree to meet and discuss upon request, pay plan recommendations after receipt of the Personnel Advisory Board's Preliminary Pay Plan recommendations and prior to the Personnel Advisory Board Pay Plan Hearing.

## **B. On Call Time**

Employees assigned to be on call shall be compensated at a rate of one (1) hour for every eight (8) hours in on-call status. Employees are considered on call if they are not required to remain on the Employer's premises and are free to engage in personal business, subject only to the requirement that they make themselves available as directed. An obligation to provide after hours contact information is not equivalent to being assigned on call status.

## **C. Compensatory Time**

1. When an employee requests to use compensatory time, such requests will not be unreasonably denied. In order to manage compensatory time balances, the Employer may establish reasonable timeframes for an employee to utilize specific amounts of compensatory time. The Employer will not impose discipline or a performance plan on an employee covered by this Agreement solely based on the number of compensatory time hours the employee has accumulated. If the Employer determines that it is necessary to direct an employee to reduce their accrued compensatory time balance, the employee and supervisor will work together to create a mutually agreeable schedule. After the Employer and the employee have made a reasonable effort to reach a mutually agreeable schedule for the employee to use compensatory time but a schedule has not been agreed upon, the Employer may assign dates and times the employee must use the compensatory time.

2. At the request of the employee, the Employer will endeavor to pay out overtime balances on the next payroll when funds are appropriated and available for this purpose.

3. The Employer will comply with the Sunshine Law including Sunshine Law requests from the Union related to aggregated compensatory time balances. In addition, upon request, but not more than twice annually, the Employer will provide the Union with an aggregate compensatory time balance report for bargaining unit employees by division.

## **ARTICLE 4 RETIREMENT BENEFITS**

**A.** The State is a participant in the Missouri State Employee Retirement System (MOSERS). Eligibility for participation by employees and retirement benefits are governed by statute and rules and regulations promulgated thereunder and administered by the Board of Trustees of MOSERS. A description of the state employee pension benefit program can be obtained from MOSERS. In the event that a bargaining unit employee has problems accessing MOSERS information, the employee may request assistance from the appropriate employer HR staff. Employees shall be allowed a reasonable period of time during working hours to view online MOSERS' benefit material.

**B.** Subject to factors beyond the Employers' control, the Employer shall continue the deferred compensation plan provided in Revised Statutes of Missouri, sections 105.900 to 105.925, as amended or superseded. The State shall encourage the use of 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 investment options, with a range of risks and returns. The State shall encourage the vendor for this plan to provide a program of employee education to help employees make informed decisions, and to provide employees a report of their account balance on no less than a quarterly basis.

## **ARTICLE 5** **HEALTH INSURANCE**

State Health Benefits Program - The Missouri Consolidated Health Care Plan (MCHCP), as defined in 22 CSR Division 10, Chapter 2 is applicable to employees covered by this agreement.

### **A. Portability**

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

### **B. Administration**

In the case that MCHCP offers multiple carriers for any health benefits, employees shall be given an opportunity during MCHCP's State annual open enrollment to switch plans and add or drop coverage for eligible dependents. With supervisory approval, benefit eligible employees shall have reasonable opportunity to attend an open enrollment meeting at the nearest location and/or reasonable time to view open enrollment information during work hours without use of accrued leave. Such approval shall not be unreasonably denied.

### **C. Laid off employees**

Employees who have been laid off may retain health insurance benefits in accordance with the provisions of MCHCP, MOSERS, and applicable state and federal laws.

### **D. Cost**

Any changes to state employee and retiree health insurance plans are governed by the Missouri Consolidated Health Care Plan's (MCHCP) board of trustees in accordance with Chapter 103, RSMo. The state legislature is the sole authoritative body which appropriates funding for state wages and benefits. Funding necessary to keep plan year 2016 premium costs for employees at the same level achieved for plan year 2015 will be placed in the Governor's Budget Recommendation.

## **ARTICLE 6** **WORK HOURS AND OVERTIME**

The Employer will establish normal business hours and daily work periods with consideration to customer service needs and the efficient management of staff.

### **A. Hours of Work**

1. The normal workweek shall consist of forty total hours.
2. Employees required to work past their scheduled stop time shall be given as much notice as practicable. Overtime shall be compensated in accordance with merit system rules and regulations.
3. Changes in an employee's regular schedule will be based on the needs of the Employer and will

not be taken as a punitive measure against an employee. When such regular work schedule changes are made, the maximum possible notice will be provided to the employee, which shall not be less than fourteen (14) calendar days except for unforeseen circumstances.

4. Upon written request from the employee, the Employer shall consider flexible work schedules, which may include a compressed work schedule (i.e., compressing the work week into four 10-hour days). Such requests will not be unreasonably denied. All written requests for flexible work schedules normally shall be provided a response in writing within twenty (20) calendar days. Once adopted, a flexible work schedule shall not be unreasonably discontinued.

5. For employees of facilities providing 24 hour direct care to clients that operate during evenings or weekends, the following applies:

a. Work schedules will be posted in a manner available to all affected employees at least seven (7) calendar days prior to the start of the work week. Employees shall have the right to make a photocopy of their work schedule for their records. Such schedules are subject to change based on operational needs of the Agency that could not be reasonably anticipated, but changes will not be unreasonably made. When an employee's schedule is changed fewer than seven (7) calendar days in advance and the employee is not at work during this time period, the Employer shall take reasonable efforts to notify the impacted employee.

b. Work schedules and Regular Days Off (RDO) shall be based on the needs of the operation of state services. RDOs shall be defined as the days when an employee is not normally scheduled to work. Within the parameters of established work schedules and RDOs, employee requests will be approved based on seniority as defined in Article 17 of the Agreement unless client needs, the needs of the operation of state services, or emergency situations dictate otherwise. Employees may make specific scheduling requests without fear of reprisal.

c. When operational needs allow, employees shall be scheduled to have 48 consecutive hours off each week. The Employer shall not unreasonably deny employee requests for split regular days off.

d. The parties agree that it is the responsibility of management to create and maintain schedules.

6. Work schedules, other than those outlined in Section A.5., will be based on the needs of the operation of state services. Preference in scheduling will be based on seniority as defined in Article 17 of the Agreement unless client needs, emergency situations, or the needs of the operation of state services dictate otherwise. When personnel changes in a work unit provide opportunities for shift or schedule changes, interested employees may apply for desired shift or schedule change through the work unit supervisor. Such changes will not be unreasonably denied.

## **B. Rest and Lunch Period**

1. Employees will normally be allowed a fifteen (15) minute rest period during each four hour period of work. This time shall be considered as hours worked for the purpose of overtime computation. Such rest periods will not be unreasonably denied. Time worked during a period normally designated as a rest period may not be considered as overtime and may not be used in adjusting a work schedule for lunch, late arrival, or early departure.

2. The normal schedule shall include a provision for an unpaid duty-free lunch period during the mid-portion of the workday except for those employees in a division which provides 24 hour direct client care, or as required due to the assignment to a hotline. A meal period may only be excluded from "hours worked" provided that the following three criteria are met: the meal period must be at least 30 minutes in length; the employee must be relieved of all duties; and the employee must be free to leave the work station.

3. If an employee is required or approved by the supervisor to work through the employee's unpaid lunch period, the Employer may adjust the employee's work schedule to allow equal time off in that work week. If the employee's schedule cannot be adjusted in that work week, the employee will be granted compensatory time in accordance with the Fair Labor Standards Act.

4. If such area currently exists and is available for use, an employee will continue to have access to a room or indoor lounge area in the facility that is not available to clients or the general public in which to take a rest or lunch period.

## **C. Overtime**

1. Employees covered by this Agreement will be compensated at the rate designated by their job classification and indicated on Appendix A1 and A2. At the request of the employee, the Employer will endeavor to pay out overtime balances on the next payroll when funds are appropriated and available for this purpose. Paid overtime will be reflected in regular semi-monthly payroll checks.

2. To the extent that it is practical and reasonable to foresee, the Employer shall give the employee as much advance notice as possible relative to the scheduling of overtime work. Such overtime will be assigned minimally in units of fifteen (15) minutes for each eight (8) or more minutes worked. The Employer shall not ordinarily assign more than sixteen (16) consecutive hours of work.

3. The assignment of planned overtime will be based on the needs of the operation of state services. Preference in scheduling of planned overtime will be offered based on seniority as defined in Article 17 of the Agreement, unless client needs, emergency situations, or the needs of the operation of state services dictate otherwise.

4. Hours worked on a holiday are considered hours worked for the computation of regular overtime in the workweek and will be compensated and reported in accordance with applicable statutes, regulations and Employer policies.



#### **D. Late Arrivals/Early Departures**

1. Employees shall notify their supervisors and obtain approval as far in advance as possible whenever they are unable to report for work, know they will be late or need to depart early. Such notice should include a reason for the absence and when they can be expected to report for work. An employee will enter the type of leave they are requesting to be approved in the time accounting system upon return to work. Employees retain the right of privacy of personal and family health information and are not required to report specific diagnoses to the immediate supervisor unless safety or legal concerns dictate otherwise or as referenced in Article 8. In such circumstances, information requested may be provided by the Employee to the immediate supervisor or appropriate Human Resource office.

2. An employee who is less than eight (8) minutes late is not to be reduced in salary or denied the opportunity to work the balance of the employee's scheduled shift. The employee shall not be disciplined except where there is evidence of a pattern, falsification or neglect. However, this provision is not intended to mean that all lateness or incidence of lateness of eight (8) minutes or more shall incur disciplinary action or loss of opportunity to complete a work shift.

3. The Employer may counsel employees who have attendance problems and discuss possible remedies to correct the problems. The Employer reserves its right to initiate disciplinary action for attendance problems. When email is used to record the arrival and departure times of an employee, the parties agree that an email time stamp may not be an accurate reflection of the exact time that an employee began his or her work day.

#### **E. Lateness or absence due to weather conditions**

The Employer will follow the Statewide Hazardous Travel policy, SP-9. When the Governor implements the Statewide Hazardous Travel Policy, employees who are delayed or prevented from reporting to work due to inclement weather or who wish to leave work early due to worsening weather or road conditions may be allowed to do so if essential office/client services can be maintained and prior supervisory approval is obtained, when possible. Absences may be charged to an employee's accumulated annual leave or compensatory time or leave without pay, or they may be made up by adjusting their work schedule, in the same workweek whenever possible. Make up time shall be completed within a reasonable period without incurring overtime. NOTE: Due to the nature of the employee's duties, make up work may not be an available alternative.

Employees late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may, at the discretion of the Employer, have that time charged to an employee's annual leave or compensatory time or leave without pay or may be made up by adjusting their work schedule, in the same workweek whenever possible.

#### **F. Policy on Unexcused Absence**

Absences without notice and approval may result in disciplinary action.

## **ARTICLE 7** **HOLIDAYS**

### **A. Holidays**

The Employer shall grant paid holidays as established by Missouri Statutory Law. The following holidays are those currently established:

New Year's Day, the first day in January  
Martin Luther King Jr. Day, the third Monday in January  
Lincoln's Birthday, the 12<sup>th</sup> day in February  
Washington's Birthday, the third Monday in February  
Truman Day, 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 first Monday in September  
Columbus Day, the second 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

When any of the specified holidays shall fall on Sunday, these holidays shall be observed on the following Monday, and when any of these dates or days fall on a Saturday, these holidays shall be observed on the preceding Friday.

The employer recognizes diversity in employee holiday celebrations and therefore employees who request annual or compensatory leave for religious or cultural observances not covered by this Agreement or State Statute shall not have their requests unreasonably denied.

### **B. Working on Holidays**

When it is impracticable to give time off to employees regularly scheduled to work on any of the previously mentioned official State holidays because of the necessity of continuing essential service, the Employer may require employees to remain on duty and to perform their assigned work. The employee who has worked on a holiday shall be granted equal compensatory time off from duty at the time(s) the Employer shall designate or, at the discretion of the Employer, the employee may receive straight-time cash compensation, providing the actual time worked does not fall within the definition of overtime to be paid at the rate of time and one-half as provided for by the Code of State Regulations.

## **ARTICLE 8** **PAID LEAVE**

### **A. Jury Duty and Court Appearance**

1. An employee shall be granted administrative leave with pay when he/she is summoned and performs jury duty as prescribed by applicable law. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested. Employees will return to work when not

actually serving as a juror. In no case will this leave be granted or credited for more than time spent during such duty, or the employee's regularly scheduled work hours, whichever is less. For evening and night shift employees, the employee may request an alternate day shift job assignment. Such requests will not be unreasonably denied. The employee will maintain his/her regular days off. Alternatively, depending on the employee's schedule, the employee may request administrative leave with pay for the shift immediately prior to jury duty or the shift immediately following jury duty. The Employer shall make reasonable efforts to accommodate such requests. In no case will this leave be granted or credited for more than time spent during such duty, or the employee's regularly scheduled work hours, whichever is less. The employee agrees to return to work or submit a request for annual or compensatory leave if time spent on jury duty is less than the employee's scheduled work shift unless, after consultation with the employee's supervisor, the supervisor determines that the employee does not have sufficient time remaining on his or her shift to warrant returning to his or her assigned location.

2. Time off with compensation shall be granted when an employee is summoned to appear as a witness in court or before a judge, any legislative committee or any officer, board or body authorized to conduct any hearing or inquiry, if required during one's work shift. For evening and night shift employees, the employee may request an alternate day shift job assignment. Such requests will not be unreasonably denied. The employee will maintain his/her regular days off. Alternatively, depending on the employee's schedule, the employee may request administrative leave with pay for the shift immediately prior to the required appearance or the shift immediately following the required appearance. In no case will this leave be granted or credited for more than time spent during such appearance, or the employee's regularly scheduled work hours, whichever is less. The employee agrees to return to work or submit a request for annual or compensatory leave if time spent on the required appearance is less than the employee's scheduled work shift.

3. Employees attending court as a plaintiff or defendant on non-work related matters shall use annual or earned compensatory time with sufficient notice to the Employer. In the event the employee does not have annual leave or compensatory time, the Employer may grant leave of absence without pay.

4. Employees may retain payments for services rendered. Employees who appear as witnesses in their official capacity may not retain witness fees.

### **B. Military Leave/Service**

Military leave shall be granted in accordance with the 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 drill schedule to their appropriate 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 drill schedules.

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

Specific rights regarding leave are guaranteed by MFMLA and USERRA and attached as Appendix C. To the extent that these rights are amended or revised by law, the rights as amended or revised shall apply.

### **C. Sick Leave**

1. All employees covered by this Agreement and eligible for sick leave accrual may 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, or 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. Such time off may be charged against the employee's accumulated sick leave, annual leave, compensatory time, and/or leave without pay. Sick leave may not be used because of death in the employee's immediate family unless the employee is incapacitated for the performance of assigned duties by sickness or injury. Documentation of the medical necessity of such absences may be required as referenced in Section C.4 c. of this Article.

In the event of a dispute whether sick leave is the appropriate leave category for an absence, the final decision concerning the granting of sick leave under this section shall rest with the appointing authority and shall be based upon the degree to which the employee is responsible for providing personal care and attention, for a relationship covered in C.1 as documented by a healthcare provider.

2. The Employer will comply with all requirements of the federal Family Medical Leave Act (FMLA) in administering this Article. The Department of Labor workplace posting will be included in the Agreement as Appendix C. To the extent that these rights are amended or revised by law, the rights as amended or revised shall apply.

### **3. Sick Leave General Provisions**

a. All benefit eligible employees receive credit for sick leave based on the number of hours in pay status during the pay period and are allowed to accumulate sick leave without limit.

b. "Pay status" includes paid time off from work, as well as actual hours worked, excluding overtime. (Note: Holidays falling within a period of sick leave will not be charged against an employee's accrued sick leave balance.) Sick leave will not be credited to any employee while on an official leave of absence without pay. Also, sick leave will not be credited to employees who have ceased active duty (state service) before the effective date of their termination of employment. In other words, sick leave accrual ceases with the last day worked. This provision does not apply to an employee who has submitted a formal notice of retirement.

c. Employees will accrue sick leave each pay period on the fifteenth and last working day of each month, at the close of business.

d. Employees currently accrue sick leave at the following rates. To the extent that these rates are amended or revised by Statutes or Regulation, the rates as amended or revised shall apply. Neither party shall recommend changes to these rates without notice to the other party.

| Hours in Pay Status | Hours/Minutes Accrual  |
|---------------------|------------------------|
| 80 or more          | 5 hours                |
| 41-79 hours         | *Use Pro-Rata Formula  |
| 40 hours            | 2 Hours and 30 Minutes |
| 39 hours or less    | No Accrual             |

\*The pro-rata formula is the number of hours in pay status (86.667 hours minus leave without pay taken) divided by 80 and then multiplied by 5.

e. All accumulated and unused sick leave will be credited to any employee who has returned to benefit-eligible employment with the state within five years of leaving the service, transferred to or employed in another division of service or returning from a leave of absence.

f. If an employee has been scheduled for sick leave on a day that is later officially declared as a statewide holiday by the Governor, the employee will not be required to use sick leave.

#### 4. Sick Leave Notification and Approval

a. In all cases of unplanned absences due to medical reasons, the employee is required to request approval for the absence from his/her supervisor or designee, in accordance with local call in policy, at the earliest possible time, and provide the general reason for purposes of coding. Notification in compliance with local call in policy must be given to the employee's supervisor or designee even if the absence is covered by FMLA, and the Health Care Certification is being provided to the Division human resource unit. The Employer shall consider any extenuating circumstances in conjunction with approval for employee call-ins. Verification of illness may be required if the Employer has a good faith and previously or recently documented reason to believe there is an abuse of sick leave. Use of sick leave will not be unreasonably denied.

The Employer will provide employees information regarding the call in procedure relevant to their work location.

In accordance with FMLA regulations, employees have an obligation to respond to an Employer's questions designed to determine whether an absence is potentially FMLA qualifying; therefore, employees shall inform the supervisor whether the absence relates to a FMLA qualifying condition of the employee or qualifying family member. Failure to respond to reasonable employer inquiries regarding the leave request may result in denial of leave and/or FMLA protection. Employees who are uncomfortable providing the healthcare certification to their supervisor or responding to a supervisor's inquiries regarding the healthcare certification, should notify their supervisor that they are responding directly to the appropriate Human Resource office staff. This will satisfy the requirements of this section and shall not be considered insubordinate.

b. For planned absences, employees must submit a leave request and receive prior approval for any sick leave usage which can reasonably be planned ahead of time. Use of planned sick leave will not be unreasonably denied and such requests will be responded to in a reasonable timeframe. In circumstances, such as those involving extended leave, FMLA leave where sick leave abuse is documented, or abuse of sick leave is reasonably suspected, response may be delayed until after medical documentation, if required, is received. Approved sick leave requests will not be arbitrarily revoked. Employees will not be required to maintain a minimum balance. Failure to report absences or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

c. Employees should provide a Health Care Certification or other required medical information upon supervisory request or for any sick leave or FMLA covered absences of forty consecutive work hours or more. Such requirement shall be communicated to the employee prior to the period of sick leave for which documentation is required, except if it is needed to determine if the absence is FMLA qualifying. Once a Health Care Certification form has been accepted for a FMLA qualifying condition, the Employer must not require a new certification except as outlined in FMLA regulations and written agency policy. Employees who are uncomfortable providing the healthcare certification to their supervisor should notify their supervisor that they are forwarding this form directly to the appropriate Human Resource office staff, provided such proof does not compromise any employee privacy right provided in state or federal laws. Supervisors will not require employees to obtain health care documentation as a retaliatory measure.

5. An employee may apply for use of sick leave for periods of less than a full work day for any appropriate and approved reason such as becoming ill while working during the assigned shift or in order to keep a medical appointment which could not be arranged during non-work time. The employee, if approved, must charge such sick leave against his/her accumulated sick leave balance, or, if such employee has no sick leave balance, he/she may charge such time against other accrued paid leave time if available, or, alternatively, leave without pay. Utilization of any sick leave for less than a full workday shall be on a quarterly hourly basis.

#### 6. Unused Sick Leave - Retirement

Upon retirement, unused sick leave is transferred to the Missouri State Employees' Retirement System (MOSERS) and converted to creditable retirement service for vested employees.

#### **D. Annual Leave**

1. All benefit eligible employees receive credit for annual leave based on the number of hours in pay status during the pay period up to the maximum allowed by regulations.

2. Pay status includes paid time off from work, as well as actual hours worked, excluding overtime. (Note: Holidays falling within a period of annual leave will not be charged against an employee's accrued annual leave balance.)

Annual leave will not be credited to any employee while on an official leave of absence without pay. Also, annual leave will not be credited to employees who have ceased active duty (state service) before the effective date of their termination of employment. In other words, annual leave accrual ceases with the last day worked. This provision does not apply to an employee who has submitted a formal notice of retirement.

3. Employees will accrue annual leave each pay period on the fifteenth and last working day of each month, at the close of business. Annual leave is credited to an employee semi-monthly.

Employees currently accrue annual leave at the following rates. To the extent that these rates are amended or revised by Statutes or Regulation, the rates as amended or revised shall apply. Neither party shall recommend changes to these rates without notice to the other party.

| <b>Number of Hours in Pay Status</b> | <b>Less than 10 years of service</b> | <b>10-15 years of service</b> | <b>15 or more years of service</b> |
|--------------------------------------|--------------------------------------|-------------------------------|------------------------------------|
| 80 hours or more                     | 5 hours                              | 6 hours                       | 7 hours                            |
| 41-79 hours                          | Use Pro-rata formula                 | Use Pro-rata Formula          | Use Pro-rata Formula               |
| 40 hours                             | 2 Hours & 30 Minutes                 | 3 Hours                       | 3 Hours & 30 Minutes               |
| 39 hours or less                     | No Accrual                           | No Accrual                    | No Accrual                         |

\*The pro-rata formula is the number of hours in pay status (86.667 hours minus leave without pay taken) divided by 80 and then multiplied by the appropriate accrual rate.

**E. Use of Annual Leave**

1. The Union recognizes that attendance at work is important to fulfillment of the Agencies' missions. The Employer recognizes that annual leave is an important earned benefit for employees. It is the intention of the Employer to work with employees who responsibly request their annual leave in an attempt to avoid situations where employees exceed their annual leave accumulation cap.

Employees should plan and request annual leave as far in advance as possible before the effective date of the leave. Employees may submit requests for annual leave no more than twelve (12) months in advance of the first day of requested annual leave. Specific requests for annual leave utilization shall not be unreasonably denied.

Specific requests for annual leave which conflict with workload, staffing, client services or performance considerations may be denied. Annual leave must be requested in multiples of one-quarter hour.

2. Conflicts concerning the choice of dates when approving annual leave requests of eight (8) hours or more will be resolved within the supervisory unit on the basis of seniority as defined in Article 17 subject to the provisions of Section E-1 of Article 8, except that specific requests for annual leave which conflict with the needs of the operation of state services, or which creates situations where employees may exceed their annual leave cap, may be denied. The number of employees to be approved for annual leave at any one time of the year shall be reasonably determined by the Employer.

Once annual leave has been scheduled it will not be arbitrarily revoked. Employees shall normally be notified whether a request is approved or denied no later than seven (7) working days after the request has been received. In no case shall a request remain unanswered for thirty (30) calendar

days. If annual leave is denied, a reason will be provided to the impacted employee.

**F. Payment upon Separation**

1. Upon separation from the Department, due to retirement, layoff or dismissal, employees will be entitled to receive reimbursement for accrued annual leave, holiday and compensatory time up to the maximum allowable accumulation, in accordance with 1CSR 20-5.020(1)(D)2. Payment will be made at the rate of pay in effect on the last day worked.

2. Upon death of the employee, payment of any accrued annual leave up to the maximum allowable, holiday and compensatory time will be made to the employee's account on record.

**G. Workers' Compensation**

Employees shall not be asked, nor required to exhaust all sick leave prior to filing any workers' compensation claims.

**H. Bereavement Leave**

An employee, with approval of the appointing authority or designee, may be granted time off, not to exceed five (5) consecutive workdays due to the bereavement of an employee as a result of the death of the 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.

**I. Continued Benefits**

During any paid leave (administrative, annual, compensatory and sick leave) the employee's benefits and leave accruals shall continue as set forth by applicable rules and regulations or policies.

**J. Disaster Relief**

The Employer shall comply with relevant Missouri state and federal regulations concerning employees being provided necessary time off without loss of pay, as applicable, for purposes of providing disaster relief or response to a state of emergency.

**ARTICLE 9**  
**OFFICIAL LEAVE OF ABSENCE WITHOUT PAY**

**A.** Employees elected to the executive board of the Union, upon written application setting forth the reason, may be granted an official leave of absence without pay. Only one employee from the Department of Health and Senior Services and no more than three from the Department of Social Services with up to one each from the Division of Youth Services and Children's Division and up to two from the Family Support Division with no more than one from any geographic area within the Family Support Division may be approved for such leave at any one time. This leave shall not be granted for more than twelve (12) months, but upon written application, prior to the expiration of the leave, the appointing authority may grant twelve (12) month extensions of leaves of absence. The Employee, as deemed necessary by the Union, may request a shorter period of time or request that leave be terminated with at least ten (10) working days notice to the Employer. A maximum of two requests may be granted to an individual employee per calendar year under this Article. Such request for leave and any extension thereof shall not be arbitrarily denied.



**B.** When an official leave of absence or approved extension has expired, the employee will be returned to active duty with the Employer with the same or comparable class, status and salary range and step that applied when the official leave of absence was granted. The employee will not necessarily be returned to the same position or work location as previously held, but to a position in the same or comparable class, and division. The Employer will make every effort to return the employee to the geographic area, as identified by the Employer for purposes of layoff, from which they left. The Employer will be notified of such return, ten (10) working days in advance.

**C. Service Credit**

While on leave pursuant to this Article, service credit will be allowed in accordance with MOSERS.

**ARTICLE 10  
TIME OFF FOR SPECIAL OBSERVATIONS**

**A. Special Observations**

Whenever the Governor declares time off for identified employees, those who are required to work in that same identified area and staffing group on that day shall be granted equal compensatory time off unless the actual time worked results in the employee accruing overtime at the rate of time and one half.

**B. Designation of Essential Positions/Staff**

Essential functions of an Agency must be maintained. All employees are considered essential in the performance of their job duties. Employees who are required to report to work on an unscheduled work period or remain at work during emergency situations or other unforeseen events shall be provided the reason. Such employee selection shall not be unreasonably made. The Employer shall determine reasonable staffing levels for the operation of each facility or office based on the circumstances of the emergency situation or unforeseen event. Upon making a determination of what a reasonable staffing level is based on the situation, Employer will answer inquiries from employees about expected duration of time that staff may need to remain on duty. For facilities providing 24 hour direct care to clients, requests from staff to leave after their shift is complete will not be unreasonably denied once the Employer determines that reasonable staffing levels for the facility can be maintained. Employees may volunteer to work during such emergencies or unforeseen events, and the Employer will make reasonable efforts to utilize volunteers.

**ARTICLE 11  
LABOR-MANAGEMENT MEETINGS**

The Employer and Union recognize the importance of maintaining a cooperative labor-management approach in areas affecting labor relations and agree to:

**A.** For purposes of this Article, labor-management meetings shall be held exclusively between each respective Department and the Union. The Union may request such meetings through the Employer's department Human Resources office. The Employer and Union representatives may meet at the request of either party to discuss mutually agreed upon topics concerning the administration of the Agreement or department policy.

These meetings are not intended to bypass the grievance procedure nor to be considered meet and confer sessions, but rather are intended as a means of fostering good and sound employment relations through communications between the parties. Individual personnel issues will not be discussed during labor-management meetings.

**B.** For purposes of this Article, Union representatives is defined as current bargaining unit employees and CWA officials. Other individuals will not be authorized to attend labor-management meetings unless mutually agreed to in advance of the meeting. If mutual agreement is not reached, the individual will not attend the meeting or the meeting will not be held.

**C.** Proposed agendas and participant lists shall be submitted at least fifteen (15) working days prior to such meeting. The parties shall designate their representatives and mutually agree upon the time and date of said meeting. These meetings will be held during normal business hours with administrative leave provided for attendance at the meeting and for reasonable time traveling to and from the meeting for active department bargaining unit employees as explained below. Approval for this leave will not be unreasonably withheld. This administrative leave shall not exceed eight (8) hours, or their regular full day's pay if the employee's regular schedule differs from the standard eight (8) hours, nor shall it result in the earning or accrual of overtime compensation.

**D.** Travel and incidental expenses associated with representatives attending these meetings shall be the responsibility of the party sending the representative.

**E.** The Employer will not convene employee committee meetings for the purpose of circumventing labor-management meetings.

**F.** Statewide labor-management meetings will be scheduled upon request by either party within 30 days of the request unless both parties agree to a longer timeframe. Neither party may request a meeting be held within 30 days of their most recent meeting without consent of both parties. Neither party will be obligated to attend more than four meetings during a calendar year for each respective Employer. Attendance at statewide labor-management meetings will be restricted as provided in this paragraph. A maximum of twelve (12) Union representatives may attend such meetings with Employer representatives. The Employer will only be required to provide administrative leave for a maximum of ten (10) active employees from the Department of Social Services and a maximum of four (4) active employees from the Department of Health and Senior Services or the Office of Administration, Division of Facilities Management, Design and Construction. The Union may designate up to two (2) alternate committee members. If an alternate will substitute for a committee member, the Union will provide two (2) or more business days notice.

**G.** The Union may request that a local labor-management meeting be held to discuss topics limited to the operations of a specific office or facility. The Employer will reasonably consider all such requests, not to exceed five (5) meetings per department per year. Topics for discussion that are more appropriate for statewide labor-management meetings will be considered for a statewide labor-management meeting. A maximum of four (4) union representatives, as defined in section B, may attend such meetings with the Employer. The Union may designate up to two (2) alternate

committee members. If an alternate will substitute for a committee member, the Union will provide two (2) or more business days notice.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this Article is to provide a prompt, equitable, and efficient procedure to review and resolve disputes or differences between the Employer and the Union or any employee with respect to the meaning, interpretation, or application of this Agreement. Claims that can be brought before the Equal Employment Opportunity Commission or Missouri Commission on Human Rights are not covered by this Article and shall follow the normal filing procedures allowed by law. Initiation of a grievance under any other procedure or in any other forum waives all rights to proceed under the procedures contained in this Article.

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, all grievances shall 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.

The Union will be the exclusive representative of the interests of employees covered by this Agreement in the processing of and redress of grievances under the grievance and arbitration procedures in this Article. An employee is entitled to use this grievance procedure and to be represented by the Union upon his or her request in accordance with the provisions of this Article. Employees seeking representation shall complete a Workplace Representation Request form, attached as Appendix D, and submit it to CWA/MSWU Local 6355, 5585 Pershing Ave, Ste 150, St. Louis, MO 63112. Nothing in this Agreement will limit or restrict employees' right to represent themselves outside of this agreement. An employee shall not be coerced, intimidated, harassed, or retaliated against for filing a grievance.

### **B. Definitions**

1. 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 the terms of this Agreement.

2. Union Stewards and Representatives:

a. A "steward" is an employee of the State designated by the Union as a steward.

b. The term "designated union representative," as used in this Article and throughout the Agreement, refers to a steward, executive board member, Union Officer or a Union staff representative selected by the Union in accordance with its Constitution, Bylaws and Rules.

c. The term "grievant" as used in this Article is any current employee in one of the bargaining units covered under this agreement, who is using the grievance procedure outlined in this Article.

### **C. Principles**

Both the Employer and the Union recognize the importance of 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 the dismissal, demotion, or suspension 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 or limit the rights currently offered to original probationary employees.

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

### **D. Grievance Steps and Time Frames**

#### **1. General**

a. Failure of the employee or union to comply with the time limits under this Article or failure to cooperate with regard to scheduling grievance meetings renders the grievance void and terminated.

b. Time limits under this Article may be extended by mutual agreement 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, holiday or other mutually agreed upon extensions. Such extensions shall be in writing and consent to extend time limits will not be unreasonably withheld.

c. If no extension has been agreed upon and the management representative fails to respond within the designated time frames, the grievance shall be advanced to the next step of the grievance process in accordance with the General Procedures section of this Article.

d. Contractual grievances shall only be processed through representatives designated by the Union.

e. During each step in the grievance process, the grievant will submit a copy of the grievance at each step to the Department Human Resource Center at the time of the appeal. Management will forward copies of each response at each step to the Department Human Resource Center, who will forward copies to the Union office.

f. 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, or decision will constitute timely response if postmarked within the answer period.

#### **2. Preliminary Step – Immediate Supervisor**

In the event a dispute is not resolved informally, the grievant may submit the grievance in writing, on a form mutually agreed upon by the Employer and Union, to the office or individual designated by the Department no more than thirty (30) calendar days from the date the employee became aware, or by reasonable diligence, should have become aware of the act or omission. The supervisor shall meet with the grievant, and CWA representative, at the employee's request within fourteen (14) calendar days of receipt of the written grievance. If a mutual resolution is reached, it

will be reduced to writing and signed by both sides. If a mutual resolution is not reached, the supervisor shall render a written response to the grievance within seven (7) calendar days after the meeting. Decisions at this step shall not be used as precedent for any subsequent case.

### 3. Step 1

a. In the event the dispute is not resolved at the Preliminary Step described above, the grievant and the Union may submit the grievance in writing, on a form mutually agreed upon by the Employer and the Union, to the office or individual designated by the Department within ten (10) calendar days of a decision at the Preliminary Step or the date that the Preliminary Step decision was due.

b. The written grievance will state the relevant Article of the Agreement and the remedy being sought. The form must be signed by the employee and the Union representative. Once reduced to writing, the text of the grievance shall remain unaltered as the grievance progresses through any additional steps. The administrator or designee will meet as necessary with the grievant and Union representative. This meeting shall occur within fourteen (14) calendar days of receipt of the grievance by the Department.

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

d. The grievant, representative, and appropriate supervisory staff will have the opportunity and responsibility to present their positions in each other's presence. An assigned mediator from the Department's Human Resource Center will facilitate discussion and attempt to reach resolution of the grievance.

e. If a resolution is reached with the assistance of a mediator, it will be reduced to writing and signed by the parties, closing the grievance. If not, the mediator will provide a summary of the relevant facts discussed and desired remedies to the employee and appropriate Union representative, within fourteen (14) calendar days of the Step 1 grievance meeting. Decisions at this step shall not be used as precedent for any subsequent case.

### 4. Step 2

a. In the event the grievance has not been resolved at Step 1, the grievant or the Union will then have the option of advancing the grievance to Step 2. The grievance may be taken by the employee and Union in writing on the grievance form to the Division Director or designee within fourteen (14) calendar days of the Step 1 decision. The appeal must include reasons why the Step 1 decision is being appealed.

b. The Division Director or designee will meet as necessary with the grievant and Union within fourteen (14) calendar days of receipt of the Step 2 grievance appeal form and will render a decision within fourteen (14) calendar days of the Step 2 meeting. The response will include a brief statement of the relevant facts upon which the decision is based and will be sent to the employee, appropriate Union representative and the Department's Human Resource office.

5. Step 3

a. If the grievant and the Union are not satisfied with the Step 2 decision, the grievance may be appealed to the Department Director or designee. The appeal must be filed within fourteen (14) calendar days from receipt of the Step 2 decision and must include a reason why the Step 2 decision is being appealed.

b. The Step 3 meeting will be held with the grievant, Union representative, Department Director or designee and appropriate supervisory staff. Both parties will have the opportunity and responsibility to discuss their positions in each other's presence.

c. The Step 3 meeting will occur within fourteen (14) calendar days of the receipt of the appeal of the Step 2 decision. A written decision will be rendered by the Department Director or designee within twenty (20) calendar days of the Step 3 grievance meeting. The written response will include a brief statement of the relevant facts upon which the decision is based and will be sent to the employee and appropriate Union representative.

6. Arbitration

a. In the event that the grievance has not been satisfactorily resolved at Step 3, the Union may pursue arbitration by providing the Employer a completed request for a panel of arbitrators on the form provided by the Federal Mediation and Conciliation Services (FMCS), within thirty (30) calendar days from the day the Union received the Step 3 decision. In the event the Union deems it necessary to use an additional period beyond the thirty (30) days provided herein the time to appeal may be extended by the Union to not more than twenty (20) additional calendar days. All communications concerning appeals and decisions at this Step shall be made in writing.

b. Pre-Arbitration Meeting

At least thirty-one (31) calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Union will meet to discuss the grievance and determine if a settlement is possible.

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

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

e. 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.

f. The parties will share in the decision-making process with regard to arbitrator selection. The parties may mutually agree to any qualified and acceptable impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of names of potential arbitrators. Each party shall alternatively strike names and the remaining shall be the arbitrator. The party with the first strike will be determined by a coin toss.

g. 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 if such preliminary determination cannot be reasonably made, the arbitrator will then proceed to determine the merits of the dispute.

h. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to amend, nullify, ignore, add to, subtract from, or modify the provisions of this Agreement. The express provisions of this Agreement 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 anything or act unless it is clear from express provisions of this Agreement that this result was intended by the parties. 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.

i. In cases where the grievance is denied, the losing party will pay the fees and expenses of the arbitrator when there is a clear and unequivocal decision on all issues. In case of split decisions, the fees and expenses of the arbitrator shall be divided equally between the parties. If either party cancels a hearing date, the cost, if any, for the cancellation shall be paid by the party seeking cancellation. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

j. The arbitrator's decision shall be rendered in writing no later than thirty (30) calendar days after the closing of the record of 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.

k. 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 agreement.

#### **E. Grievances and Appeals of Suspensions, Demotions, and Dismissals**

The employer and Union agree that where an employee covered by this Agreement 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:

1. The agreement grievance filed under this Article will immediately cease.
2. If no agreement grievance has been filed prior to the filing of the Administrative Hearing Commission, the employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this Agreement.

3. 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 Agreement will be deemed to require any employee to pursue the remedies herein provided.

#### **F. Time off**

1. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the designated Union representative requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the steward will be allowed up to two (2) hours, to investigate without loss of pay. This investigation will be conducted by someone other than the Grievant. 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. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the steward and of any involved employee are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld.
2. A current employee and his/her designated representative will be granted time off without loss of pay to attend preliminary grievance meetings , Step 1 meetings, Step 2 meetings, Step 3 meetings, and arbitration hearings. Reasonable travel time to and from meetings may be granted if in person participation is required.
3. If a meeting or hearing extends beyond the employee's normal working hours, such time will be considered time worked.
4. Each party to the grievance may arrange for the participation of witnesses with specific, first-hand, relevant information or facts relating to the grievance. Witnesses will be permitted reasonable time without loss of pay to attend grievance meetings. Access to witnesses and other information will be governed by Section L of this Article. Upon request, a party to a grievance will be provided written confirmation from the opposite party that any tangible remedies agreed to in a resolution to a grievance have been fulfilled. The request will be submitted to and the response coordinated through the Department Human Resource Center.

#### **G. 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 time necessary to exhaust grievance steps may, by mutual agreement, be filed at the appropriate advance step. Grievances concerning dismissals, demotions, or suspensions greater than five days of regular employees will be initiated by the Union at Step 3 of the grievance procedures set forth in this Article by filing directly with the Department Director or designee, within thirty (30) calendar days from the date the employee receives notice of the action taken. The same time limits for processing a grievance apply.

#### **H. 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 the respondent, and the Union may



assign a spokesperson to represent the group at the grievance proceedings. 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. A maximum of three (3) members of a group grievance will be permitted to participate and exercise the rights of a grievant as prescribed in this Agreement. The Union will designate whom those representatives will be.

#### **I. Meeting Space and Equipment**

Upon request, the Union representative will be allowed the use of available appropriate space and equipment for grievance related business while investigating a grievance. The grievant will be allowed to use Department facsimile and photocopy machines to prepare and distribute their grievance or workplace representation request form to the required distribution list.

#### **J. Travel Expenses**

Any expenses incurred by Union representatives associated with these meetings will not be reimbursed by the Employer.

#### **K. Information**

Except as otherwise provided in this Article, the Employer or Union may have access to witnesses, specific non-privileged documents, and other information in its possession 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.

#### **L. General Procedures**

1. Grievances may be withdrawn at any step of the grievance procedure.
2. If, at any step in the grievance procedure, the State's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.
3. If the Employer does not answer a grievance or appeal within the specified limits, the Union may elect to consider the grievance/appeal denied and proceed to the next step in the grievance procedure as indicated by submission of the appropriate grievance form to the appropriate Employer office.
4. The Union shall be given a copy of the final disposition of all grievances. A copy of the decision of the Employer at each step shall be provided to the grievant and to the Union representative involved.
5. Grievance resolutions or decisions at the Preliminary Step or Step 1 shall not constitute a precedent in any arbitration or other proceeding.
6. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Administrative Hearing Commission. The Union's decision to request the movement of any contractual grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

7. All grievances must be submitted on the approved grievance form. The form must be completely filled out by the grievant and/or Union. In the event that a grievance form is unavailable the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; (d) the remedy sought; and (e) the relevant Article violated. Grievance forms will be made available at all work sites covered by this Agreement.

8. If a determination is made through a grievance process that an employee has been wrongly accused, the alleged misconduct will not be reflected in his or her performance appraisal.

### **ARTICLE 13 INVESTIGATION/DISCIPLINE**

**A.** It is the intention of the Employer to provide positive support for any employee experiencing difficulties at work under this Article. The Union agrees that the Employer has the right to counsel its employees regarding difficulties at work. The Employer agrees to the concept of progressive discipline. Notwithstanding this general endorsement, however the Employer reserves the right to apply an appropriate level of discipline for which there is cause as described in the State Personnel Law and the regulations of the Personnel Advisory Board. It is understood that some situations of a severe nature may require immediate disciplinary action, up to and including dismissal. It is the responsibility of the Employer to establish that cause exists to apply disciplinary action to a regular status employee. Disciplinary action includes, but is not limited to: dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices, and written reprimands.

**B.** The Union recognizes the right of the Employer to question any employee about a matter that could lead to disciplinary action. The Employer agrees that any bargaining-unit eligible employees will have the right to Union representation at a meeting that the employee reasonably believes could lead to a notice of unacceptable conduct, a notice of a period of conditional employment, involuntary demotion, suspension or dismissal of the employee. A layoff shall not be construed to be discipline. Upon request of the employee, the Employer must delay the meeting until representation arrives, end the meeting immediately, or give the employee the choice of continuing the meeting without representation or ending the meeting. The Union representative has the right to provide advice and counsel to the employee and to make statements for the purpose of clarification or recommendations. Such assistance or representation shall not unreasonably delay or disrupt the proceedings. The Employer is not required to allow Union representation when the sole function of the meeting is to deliver a notice of disciplinary action to the Employee or to advise the Employee of the outcome of an investigation.

**C.** Unless extenuating circumstances dictate otherwise, the Employer agrees to provide the employee with reasonable notice of a meeting that is called for the purpose of determining whether notice of unacceptable conduct, or notice of a period of conditional employment, involuntary demotion, suspension or dismissal of an employee, is appropriate. Notice of any such meeting will afford the bargaining unit eligible employee an opportunity to request Union representation at such meeting. The Union representative may provide advice and counsel to the employee and make statements for the purpose of clarification or recommendations, however, such assistance or representation shall not delay or disrupt the meeting or subsequent proceedings. The Employer will consider reasonable requests to reschedule the meeting to allow representation.

D. One (1) Union representative will be provided administrative leave for reasonable time spent in the meeting and 15 minutes prior to the meeting to prepare for the meeting. Any expenses incurred by Union representatives associated with these meetings will not be reimbursed by the Employer.

E. The employee will be given an opportunity to respond to the charges and allegations. The Union representative will be allowed to provide advice and counsel to the employee during the meeting and to make statements for the purpose of clarification or recommendations. In no event, may any employee withhold information from an investigation which affects or could affect ongoing operations of state government or any program thereof.

F. The Employer should hold such meetings during regular work time. Meetings held outside of regular work hours will be considered hours worked for purposes of overtime computation. The Employer will make efforts to provide employees with the policies and expectations employees are expected to follow upon or prior to such policies or expectations coming into effect.

### **G. Information**

The employee will be entitled to a specification of the charges or complaint and appropriate documentation supporting the charges or complaint. Confidential information, witness statements, and other protected information and closed records will not be disclosed. Confidential or other protected information contained within a relevant document that is being released will be redacted to avoid disclosure of any identifying information.

H. Disputes regarding the validity of a decision to withhold a requested record may be appealed to the appropriate Human Resource office. The Human Resource office will comply with relevant state and federal laws and the provisions of this Agreement in making a determination to deny a requested release of a record.

I. If a document of anonymous origin is received about an employee, the Employer shall not take disciplinary action without further investigation including interviewing the employee and relevant witnesses.

J. Nothing in this Article or Agreement shall be construed to limit the right of the Employer to implement any disciplinary action notwithstanding the pendency of any grievance.

## **ARTICLE 14** **MERIT SYSTEM CLASS SPECIFICATIONS**

Officers of the Union may submit written recommendations for Merit System class specification revisions to the agency Human Resource office for consideration, review and submission to the Office of Administration, Division of Personnel. Prior to review and submission to the Office of Administration and if requested by the Union, the Human Resource office agrees to meet with the Union and a reasonable number of affected employees regarding their recommendation.

**ARTICLE 15**  
**POSITION REVIEWS/OUT-OF-TITLE WORK**

**A. Out of Title Work**

1. Length of Assignments

The Employer and the Union agree that employees should be assigned work appropriate to and within their job classification, unless operational needs of an expected duration of less than six months dictate otherwise, including but not limited to, staffing shortages and needs, specialized expertise or training/certification.

2. Pre-Training

No employee will be required to perform a safety sensitive task independently without having been trained for that task. Should a task be covered in a special, annual or transitional performance appraisal, the employee's level of training will be taken into consideration.

3. The Employer agrees that they will not assign out of title work for the purposes of eroding the bargaining unit.

**B.** If the duties of a position are changed or if at any time an employee does not believe that the duties of the position are appropriate to the classification, the employee may make a request in writing to the Director of Personnel, through the supervisory chain, for a review of the duties of his position, by filling out a Position Description Form, setting forth reasons for the review. The Position Description Form shall be promptly investigated by the Employer. If those reasons appear to be substantial, the director of the Division of Personnel shall make an investigation of the position with a view to determining the correctness or incorrectness of the allocation (see section 36.120, RSMo). When the allocation of a position is changed, the director shall notify the appointing authority. Employees or witnesses shall not be intimidated or coerced, verbally or otherwise, after a Position Description Form is submitted.

**C.** If the Division of Personnel determines that the position is not appropriately allocated, the Employer shall notify the employee and promptly reclassify the employee, promote the employee, or adjust the duties so that the position is appropriately classified.

**ARTICLE 16**  
**ACCESS TO PERSONNEL FILE**

**A.** Upon request and with reasonable notice, an employee shall have the opportunity to review and examine his/her official personnel record, training record, and medical file, maintained by the Department's Human Resources office. Upon request the Employer shall provide the employee one complete copy (official personnel record, training record, and medical file, maintained by the Department's Human Resources office) of his/her file, per calendar year at no charge. Additional copies will be provided at the employee's expense. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents presented to him or her for inclusion in the file.

**B.** Any negative entries placed in the employee's official personnel file shall contain the date and name of the individual making the entry. It shall be presented to the employee for his/her counter signature and a copy will be given to the employee. Any identifying information from a client or coworker may be redacted prior to being given to the employee. Refusal to sign shall be noted on the document. Signing shall not be construed as agreement to the document's content. Employees will be permitted to file a written response and such response will be included with the entry.

**C.** Any material mutually determined by the Employer and the employee to be inappropriate, inaccurate or invalid will be removed from the employee's file as soon as practicable, but in no case more than fifteen (15) business days after such determination. Such employees will be notified in writing upon removal of the document(s) in question.

**D.** In the event that an employee is disciplined as defined in Article 13, or receives negative comments on an evaluation, the employee will be entitled to a specification of the charges or complaints and appropriate documentation supporting the charges or complaint. Confidential or other protected information and closed records will not be disclosed. Confidential or other protected information contained within a relevant document that is being released will be redacted to avoid disclosure of any identifying information.

**E.** The Employer recognizes the important role that supervisor instruction, assessment and feedback plays in the development of employees. To that end, the Employer will endeavor to provide employees with ongoing feedback and assessment. It is the intention of the Employer that employees should be made aware of concerns that could lead to a negative performance review or disciplinary action. The Employer recognizes that such feedback is most valuable at or near the time the Employer becomes aware of any cause for concern regarding an employee's performance or conduct.

## **ARTICLE 17** **SENIORITY**

### **A. Definition**

1. Seniority is defined as MOSERS retirement service credit, not including any purchased service. Members of MOSERS earn a day of service credit for each day of work in a MOSERS benefits-eligible position. Employees shall be considered to have seniority upon successful completion of the probationary period (working test period). Such seniority is accumulable in accordance with MOSERS criteria.

2. A break in continuous service occurs when an employee resigns, is dismissed, retires, is laid off; or otherwise separates from service. If reinstatement occurs, seniority will be reinstated in accordance with MOSERS' criteria.

3. In the event that a dispute arises regarding seniority that could result in a grievance, the Employer's Human Resource office shall provide to the Union staff representative the seniority of the individual employees involved.

4. If it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be determined by the last four digits of the employees' social security number, with the higher number being the most senior.

**B. Application**

The application of seniority is addressed in individual articles throughout this Agreement.

**ARTICLE 18**  
**PROMOTION**

**A.** Promotion means the advancement of an employee to a job classification within the respective bargaining unit at a higher pay range.

**B.** Upon promotion of an employee all accumulated sick leave and annual leave balances shall be retained by the employee.

**C.** Upon promotion, an employee shall be informed of his or her new rate of compensation at least one (1) week in advance of the effective date.

**D.** An employee appointed from a promotional register or otherwise promoted who does not successfully complete the employee's promotional probationary period shall, if otherwise eligible for retention in employment, be reinstated in a position in the class occupied by the employee immediately prior to the employee's promotion or in a comparable class without loss of seniority.

**E.** Seniority, as defined in Article 17 of this Agreement, shall be the determining factor in all requests for promotions when all other work related factors and applicant skills, abilities and qualifications are equal.

**F.** Employees have a right to review and appeal their merit system scores, under the state Personnel Law.

**ARTICLE 19**  
**JOB POSTING AND TRANSFER**

**A. Job Posting**

Employer vacancies shall be placed on the Employer's web site, and Department of Social Services shall email employees within the same division unless otherwise being filled in accordance with Missouri's merit system laws. The job announcement will be electronically placed for a period of at least ten (10) work days, and shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, and the procedures to be followed by employees interested in making application.

**B. Transfers**

1. **Lateral Transfers:** When there are vacancies which could be filled through lateral transfers within an administrative region, such vacancies will be posted so that current employees can apply for such lateral transfers. A lateral transfer may take place when an employee is moving from one position to another position in the same class in the same division. When multiple employees apply

for a lateral transfer into the same vacancy and when all relevant certifications, education, licensures and training requirements are satisfied and documented work related factors, for example, interview scores, experience, background investigation, performance appraisal, and disciplinary actions, are equal, the transfer will be granted based on seniority as defined in Article 17 of the Agreement, unless client needs or emergency situations dictate otherwise.

2. Work location transfers: An employee may request a transfer to a vacant position in the same job title, program area and work assignment in the same division in a different work location within the same county. If multiple employees have requested such a transfer, the position will be offered to the most senior employee, unless performance considerations, client needs or the needs of the operation of state services dictate otherwise.

However, requests for transfer predicated on extreme personal hardship, for example, emergency family situations, family health issues, and domestic violence, etc., may take precedence over all other factors. Upon request, the employer will provide the Union the number of personal hardship transfers granted for bargaining unit employees in the last calendar year.

Employees may apply to the Office of Administration transfer list at any time without fear of reprisal.

## **ARTICLE 20** **MERIT SYSTEM EXAMINATIONS**

**A.** Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the State for positions in the division of service shall be granted time off with pay including reasonable travel time to take such examinations - taking into account time needed to cover distance, accommodate traffic, and find parking if they are scheduled during the work shift of the employee. Employees should utilize the appropriate leave reporting and tracking system for their Employer to request such leave. Such requests will not be unreasonably denied - providing that requests for this leave are coordinated with the Employer, for the purpose of ensuring that proper staffing is maintained within the work unit.

**B.** Time off with pay to attend promotional examinations may not exceed eight (8) hours per request. Supervisors should take into consideration examination locations when determining the amount of administrative leave to be granted. Employees will not be granted administrative leave to prepare for examinations. No compensatory time will be allowed for time spent taking promotional examinations outside an employee's regular work hours. Travel expenses will not be reimbursed.

**C.** The Office of Administration, Division of Personnel conducts all examinations in a location which is accessible to persons with disabilities in compliance with the Americans with Disabilities Act or if such a facility is not available in a given location for such regular examinations, a special examination will be arranged upon request of an applicant with a disability in a facility which is accessible in compliance with the law.

**ARTICLE 21**  
**LAYOFF AND RECALL**

**A.** When it is necessary to lay off employees, the Union shall be notified as far in advance as practicable, but in no case later than the same day those affected employees have been notified by the Employer. The Union agrees that such notice will include only the estimated number of positions to be abolished, the divisions from which the positions will be abolished, the approximate effective date, the general reason for the layoff and the geographical area.

Layoffs shall be governed in accordance with State Law, the Rules of the Personnel Advisory Board and the Procedures of the Division of Personnel.

**B.** In the event that layoffs are needed, the appointing authority will determine which functions or programs must be reduced or discontinued and which job classifications will be involved.

As provided in the Rules (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. If the appointing authority seeks to implement this option, it shall provide the Union with a copy of the materials submitted to the Board at least five (5) working days in advance of the Board meeting. The Union shall be given an opportunity to be heard by the Personnel Advisory Board.

**C.** The Employer shall provide a minimum of fifteen (15) calendar days written notice of layoff to any employee impacted by layoff. The notices will include all options available to the employee (e.g. offers of available transfers and/or demotions and applicable salary decreases). Based on results of employee responses to offers of transfers/demotions, appropriate adjustments will be made (e.g. additional employees may be identified for layoff as explained below). If an employee has no options of transfer/demotion or turns down such offers, she/ he will be laid off. Employees finally determined to be laid off will be notified as soon as practicable.

**D.** In case of layoff of more than sixty (60) days, or in the event of a facility closure resulting in layoff, the Employer will provide information to affected employees regarding the Rapid Response Program being administered at that time by the Department of Economic Development and the AFL-CIO, or the equivalent team services.

**E. Order of Layoff**

1. Layoffs shall be by division, by job classification within the division and on a statewide basis unless an area layoff is requested. Regular, reinstatement or reemployment probationary employees who are not in the "layoff area" will not be part of the layoff. "Statewide" means that all employees within a division are considered together to determine the order of layoff.

2. Layoffs shall be implemented by employment status and length of service (e.g., least tenured first) as follows:



- a. Emergency, provisional, temporary and limited temporary employees in the job classification are laid off first.
- b. Original probationary employees are laid off next, in inverse order of their original appointment date.
- c. Promotional probationary employees must be reinstated to the class from which they were promoted in that Division if one exists (they are returned to the previous class rather than laid off).
- d. Regular, reinstatement or reemployment probationary employees are laid off from least tenured to longest tenured as determined by MOSERS. This is calculated using MOSERS retirement credit, not including any purchased service. For ties the last regular performance appraisal rating shall be used. If the performance appraisals do not establish definite differentials for all regular employees in the class involved, the further order of layoff shall be determined by the appointing authority with the approval of the Office of Administration, Division of Personnel Director. The basis upon which the further order of layoff is determined will be provided to the Union if bargaining unit employees are impacted by the decision.

**F.** For positions being abolished, incumbents will be removed by reassignment, demotion, transfer or layoff. Employees with regular status must be:

1. Offered demotion in lieu of layoff to a lower class in the same job series or in a lower class in which the employee has held regular status, even though this action may result in a layoff in the lower class; and
2. Offered transfer in lieu of layoff to positions in which incumbents are subject to layoff in other geographic locations. Employees unwilling to accept transfer will be laid off.

**G.** Whenever possible, the Employer will try to identify employment opportunities within the Department for which the employee may be considered. The name of the employee who is laid off, or demoted in lieu of layoff, will be placed on a reinstatement register for the appropriate class. The division in which the layoff occurred must reinstate available persons from the reinstatement register before filling vacancies by original appointment, promotion or reemployment. Employees' names may also be placed on reinstatement registers for appropriate lower classes if requested by the employee. The employee must provide the Office of Administration Division of Personnel with any address change.

#### **H. Reinstatement**

1. An employee who is offered reinstatement must respond within seven (7) business days of the date of the offer or be considered to have declined the offer.
2. An employee offered reinstatement, who accepts the offer, must report for duty under the terms of the offer or be considered to have declined the offer.
3. An employee offered reinstatement to a job classification with a lower salary rate than her/ his previous job classification may refuse such offer and remain eligible for reinstatement.

### **I. Outsourcing**

1. The Employer shall discuss with the Union any decision to contract work when it is determined that bargaining unit employees will be laid off, demoted in lieu of layoff, or transferred in lieu of layoff as a direct result. This discussion will occur as soon as practicable but in no case before affected employees have been notified by the Employer. The scheduling of such discussion shall not serve to delay the process. The parties agree not to endeavor to avoid or delay the discussion.
2. Outsourcing will not be done for the purpose of eroding the bargaining unit. Any employee subject to layoff will be covered by the layoff and reinstatement provisions of this Agreement and by any relevant laws, rules, and regulations.

### **J. Reorganization, Abolishment and Consolidation**

When it is necessary to reorganize, consolidate or abolish an entire local State office or a larger departmental entity which involves bargaining unit employees, the Union shall be notified as far in advance as practicable, but in no case later than the same day those affected employees have been notified by the Employer.

Upon request, the Union and the Employer shall meet to discuss matters relating to abolishment or consolidation of an entire local State office or a larger departmental entity, and resulting staff reductions which involve bargaining unit employees, if any. This discussion may include, but not be limited to, alternatives to such plans. The scheduling of such meetings shall not serve to delay the abolishment or consolidation process. The parties agree not to endeavor to avoid or delay such meetings.

## **ARTICLE 22** **TRAVEL REGULATIONS**

Some conditions of state employment may require the use of private vehicles for official business. In the event that an employee's job requires the use of personal vehicles for state business, and the personal vehicle is damaged or inoperable, the employee may request the use of a state vehicle in accordance with the State travel policy. When resolving vehicle scheduling conflicts, the needs of individuals serviced by direct service field staff will be considered.

### **A. Reimbursement**

1. Some conditions of state employment may require the use of private vehicles for official business. Whenever an individual employee is authorized and required to use a privately owned vehicle or as a condition of her/ his employment uses such vehicle, the Employer shall reimburse the employee at the applicable State reimbursement rate for each mile of approved use. As specified in the Code of State Regulations, the employee shall maintain liability coverage through personal auto insurance as required by State law.
2. Employees shall be reimbursed for travel expenses while on the authorized business of the State as set forth in the Code of State Regulations, State of Missouri Travel policies and the Employers' policies.
  - a. Expense reports, inclusive of required supplemental documentation, shall be submitted to an employee's immediate supervisor in accordance with Employer policy. Such expense

reports presented for reimbursement shall be processed promptly through authorization procedures and, if approved, submitted for final approval and payment. Fully approved expense reports shall be paid promptly.

b. If not approved, an expense report shall be returned to the employee without unreasonable delay for correction and resubmission.

c. If substantial changes are implemented to the expense reporting process, the Employer shall notify all affected employees prior to implementation.

**B.** The Employer will not require an employee covered by this Agreement to commute or travel in a private vehicle owned or operated by another Employee. The Employer will follow established travel regulations and policies to determine whether to reimburse employees who elect to use a transportation option other than the option preferred under established regulations.

## **ARTICLE 23**

### **PERFORMANCE APPRAISALS**

The Employer will maintain a standard system of performance appraisals for all benefit eligible employees covered by this Agreement. This system will take into consideration reasonable workplace considerations, such as, the employee's conduct, performance, objectives and output.

#### **A. General Provisions**

1. All benefit eligible employees should receive timely performance appraisals on an annual basis.
2. When an employee transfers to a new job class and/or changes supervisors during the evaluation period, a special performance appraisal should be completed unless an appraisal was done within the last three (3) months. A new performance plan will be prepared.
3. The rater shall consider an employee's workload in their performance evaluation.

#### **B. The Performance Appraisal Form**

1. The appraisal form will contain sections or standards for all ratings of performance.
2. The State will provide the Union with prior notice of any substantive changes to the appraisal form. The Union may submit comments concerning the modifications within thirty (30) calendar days of receipt of the proposed modifications. Prior to implementing the modified form the State will consider comments timely submitted by the Union.

#### **C. Performance Appraisal Meeting**

1. At the performance appraisal meeting, the supervisor will provide a written performance appraisal to the employee. An employee shall be given five (5) work days after receipt of the performance appraisal to appeal the appraisal.
2. At the performance appraisal meeting, the supervisor and the employee will discuss whether the employee met the previous rating period's objectives for successful performance and the employee will be provided objectives for successful performance for the upcoming rating period.

3. Following the appraisal meeting(s), the supervisor and the employee will complete and sign the appropriate section of the appraisal form and a copy of the form will be provided to the employee in a reasonable time frame. The form will be placed in the employee's official personnel file.
4. The required signature of the employee on the appraisal form shall be acknowledgement of receipt only.

**D. Less than Successful Appraisal**

1. Where the overall performance appraisal of an employee is less than successful, the designated supervisor will regularly confer with such employee and shall set forth in writing the deficiencies and improvement goals required to achieve a successful level of performance.
2. Upon written request of an employee, a written summary of formal conferences with the employee shall be made and a copy shall be given to the employee within two (2) weeks of the conference.

**E. Employee Response**

If the employee would like to respond in writing to the appraisal, he/she may do so within thirty (30) days and the response will be included with the appraisal as part of the employee's permanent record.

**F. Evaluation Appeal Procedures**

1. Notice of the appraisal appeal process will be distributed via email to all employees prior to annual appraisal meetings being held.
2. An employee who believes that the contents of an appraisal form do not properly assess the employee's work performance may request a review to a higher level of management within five (5) days of receiving their evaluation.
3. Performance appraisals are not grievable. However, nothing in this article is intended to limit an employee's ability to file a grievance pursuant to articles of this Agreement.

**G. New Employees**

New benefit eligible employees within the bargaining unit will receive a performance plan within a reasonable time after appointment. The supervisor shall prepare a performance plan which will include criteria for successful job performance. Probationary employees will be given an appraisal at or prior to the expiration of the probationary period.

**ARTICLE 24**  
**UNEMPLOYMENT COMPENSATION AND DISABILITY**

- A. The Employer agrees to participate in the Unemployment Program as set forth by State law.
- B. As set forth by MOSERS regulations and policies, the State agrees to include benefit eligible bargaining unit employees in the State of Missouri Long Term Disability Plan. Employees may be provided with information related to Long Term Disability benefits.

**ARTICLE 25**  
**ASSIGNMENT CHANGES**

**A. General Provisions**

1. The Employer retains the right to assign or reassign duties of employees based on operational needs. Assignment changes may be made for reasons such as improving or maintaining operational effectiveness, employee development and job training or balancing employee experience in any work area. When temporary reassignments are made, employees to be affected will be given reasonable notice.
  
2. An "assignment change" is a change of essential duties or primary program area within an employee's assigned work location, job class, and division expected to last four (4) months or more. When multiple employees have submitted requests for an available assignment change, the employee who has the most seniority as defined in Article 17 will be offered the assignment, unless client needs, emergency situations, or the needs of the operation of state services dictate otherwise.
  
3. If no current employee voluntarily agrees to a reassignment, and if new staff are not hired to cover the new assignment or the reassignment, the reassignment will be made in inverse order of seniority, as defined in Article 17 of this Agreement, unless client needs, emergency situations, or the needs of the operation of state services dictate otherwise.

**B. Special Requests**

Requests for transfer or reassignment predicated on extreme personal hardship will be given consideration where positions are available which the employee is capable of performing.

**ARTICLE 26**  
**TUITION AID AND EMPLOYEE TRAINING**

**A. Tuition Aid Program**

When an Employer has established a tuition aid program, the Union shall be provided with a published description of the program. Applications for tuition aid will be either accepted or denied in accordance with applicable State policy.

Employees who transfer to other divisions covered by this agreement prior to coursework being completed will be reimbursed by the division that initially approved reimbursement. Employees who cease employment prior to completing coursework will not be reimbursed.

The Employer reserves the right to suspend or discontinue tuition aid should funding not be available or for other factors.

**B. Employee Training**

1. The Employer shall continue to offer training programs which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Such offering may be regulated or limited by availability of funds or other factors. If, as a condition of employment, an employee is required to maintain a professional license which requires continuing education, the employee may request reasonable time off to

attend such training. Employee requests to use leave to attend such training programs will not be unreasonably denied. If the Employer requires the employee to attend specific training during normal work hours, this will be considered part of an employee's normal duties and workday, and employees do not need to report this as leave. The Employer will work with the employee to arrange for coverage to facilitate employee participation in mandatory training. The Employer is responsible for making opportunities available for employees to receive Employer-provided mandatory trainings.

2. When training programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the Employer, the potential of an employee to benefit by the training and to contribute to the operational program in which employed and with due regard to a principle of fair opportunity for all employees within the group.

### **C. Educational Programs and State Scholarships**

State announcements which describe available higher education programs or State scholarships shall be emailed to all employees at approximately the same time in order that interested employees may have an equivalent opportunity to be informed and apply for such higher education programs and State scholarships. Copies of these items will be sent to the Union.

## **ARTICLE 27** **PAYROLL DEDUCTION**

### **A. Dues Deduction**

1. The State agrees to deduct from the wages and salaries of any bargaining unit employee dues of the Union provided the employee submits an authorization for dues deductions in writing and in proper form to the Employer's designee. On receipt of the form by the appropriate office of the Employer, and allowing for reasonable processing time, the deduction shall be entered for the next available pay cycle. No deductions shall be made for fines or non voluntary assessments.

2. 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 Union dues. When an employee is in a non-pay status for an entire pay period, no deduction shall 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 shall be made. The parties recognize that legal and other withholdings and deductions such as Social Security and Federal and State income taxes shall have priority over Union dues.

3. Any employee who has previously submitted a written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization by submitting a written statement to the Union. Employees shall be eligible to revoke authorization only as of December 15th of each year provided the notice of withdrawal is filed with the Union. The Union will forward the request to the appropriate Human Resource Center for processing between December 15<sup>th</sup> and January 1<sup>st</sup> of each year.

4. The movement of an employee from one title to another title and/or from one position to another position will not affect dues deduction, unless the new title or position or unit is not part of the bargaining unit.

5. The State shall remit the deductions to the Union to the address provided by the Union, together with a listing of the employees included, each month.

6. The Union shall certify to the State the amount of Union dues and shall notify the State of any change in dues structure thirty (30) days in advance of the requested date of such change. Upon written authorization from the employee, the change shall be reflected in payroll deduction at the earliest time after receipt of the request, allowing for reasonable processing time.

7. Whenever an employee's dues deduction is discontinued because they are promoted outside of the bargaining unit, the Union shall be provided with the reason for the discontinuation on a monthly basis.

8. The Employer agrees to make its best efforts to withhold the proper amount of dues from eligible employees. If the Employer over/withholds an amount in excess of the appropriate dues 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.

9. Dues deductions may continue where an employee, who is appointed into a position that is not included in the bargaining unit, fails to notify the Employer's designee in writing or by telephone call of the appointment. Neither the employer nor the Union is responsible for the repayment of such a deduction.

10. No employee shall be discharged or discriminated against because of his or her exercise of his or her right to join labor organizations nor shall any person or group of persons, directly or indirectly, by intimidation or coercion, compel or attempt to compel any such employee to join or participate with or refrain from joining or participate with a labor organization.

#### **C. State Held Harmless**

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

#### **D. Membership Information**

The State agrees to provide to the Union on a quarterly basis a complete up-to-date listing of all employees covered by this Agreement with information as defined in Appendix B of this Agreement. Included in this list will be the personal mailing address for all employees covered by this Agreement who have consented to such release.

### **ARTICLE 28** **UNION RIGHTS AND REPRESENTATIVES**

#### **A. Access to Premises**

1. Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and acknowledged by the Employer, shall be admitted to the premises of the Employer when those facilities are open during normal business hours to consult with employees for the purposes of Agreement administration, and distribution of Union literature. Consultations shall take place during non-work times and in non-work areas (i.e., cafeteria, conference rooms and break rooms) not accessible to the general public or clientele of the Employer. Such activity shall be conducted in a manner which is not disruptive.

2. The Employer will provide the Union a current roster which provides the name of each facility manager, division of service and building location/address for the Union's use in requesting access to the respective facilities. Arrangements to access the interior premises not normally accessible to the general public as described in section A-1 above shall be made with the facility manager or designee via email with a copy to the Human Resource Center designee at least two business days in advance.

3. Union officials and duly authorized Union representatives shall normally be allowed to access exterior common areas during the times before and after normal business hours when employees are coming to or leaving their shifts for the purposes of consulting with employees and distributing Union literature. Arrangements to access exterior common areas shall be made with the facility manager or designee via email with a copy to the Human Resource designee at least one business day in advance. Such activity shall be conducted in a manner which is not disruptive.

4. Notices sent outside of normal business hours will not be counted as part of the two business day timeframe and will be considered to be received on the following business day. Such notice shall include the approximate time and date of arrival and will include the street address of the building being accessed. For purposes of advance notification as specified in this Article, normal business hours will be considered to be 8:00 A.M. to 5:00 P.M. Monday through Friday, exclusive of state holidays. Failure to provide such information noted above may result in denial of this access. Permission for such activity by the facility manager or designee shall not be unreasonably withheld.

5. The above is not intended to restrict Union officials and representatives from exercising their ordinary right as citizens as regards access to the public premises of the Employer.

#### **B. Leave for Union Business**

1. An employee who is a Union officer, steward, or designated representative may be granted leave without pay for Union business and to attend to business matters of the Union. Such Union officer, steward, or designated representative shall give his/her supervisor twenty one (21) calendar days notice of his/her intention to be absent from duty for Union business for absences totaling five (5) consecutive work days or more. For absences for Union business of less than five (5) consecutive work days, the employee will promptly request leave as soon as he/she is aware of the need for the absence. Employee requests for union leave without pay should be submitted through regular supervisor channels for processing. Prior to requests being considered by the Employer, the Union must provide verification to the Employer's designee that the Union has approved this leave. Such notice does not guarantee the granting of leave, however such leave will not be unreasonably denied.

2. Any elected officer, steward or representative may, upon request to his/her supervisor, be excused without pay from assignment to State duty not to exceed 216 normally scheduled work hours per calendar year. The total aggregate number of hours for all employees shall not exceed 1040 hours per calendar year. No more than one (1) officer, steward, or representative may be excused from a unit/facility within a division of service with no more than six (6) excused at one time in total from the division of service.



3. Approval of this leave will be based upon the staffing needs of the Employer, including performance considerations; but will not be unreasonably denied.

4. The use of administrative leave with pay will be limited to union business within the Employee's respective bargaining unit. Administrative leave with pay may be granted under this Agreement for Union business (labor/management meetings, reasonable time spent conducting grievance investigations, grievance hearings, investigatory/disciplinary meetings, health and safety meetings, meet and confer sessions, and meetings required by statute or rule), except as otherwise provided in this Agreement. Each member of the bargaining committee in active duty with the State shall be granted up to sixteen hours of administrative leave with pay for contract explanation meetings as described in section B(5). This leave shall not be unreasonably denied.

5. For the purpose of informing bargaining unit employees of Union membership rights and obligations under this Agreement, the Union shall be allowed to conduct one hour meeting sessions within the first twelve (12) months of the effective date of this Agreement. The meetings shall occur on state grounds. Employees may attend one such meeting at their work location or the nearest available location without loss of pay or leave and these meetings will not serve to extend the workday or cause overtime to be earned. Travel and incidental expenses associated with attending these meetings will not be reimbursed by the Employer. No information that is derogatory, defamatory, or partisan political shall be communicated at the time of these meetings. The Union will submit proposed dates, times, and locations for such meetings in writing to the Department's Human Resource office at least forty-five (45) calendar days prior to the requested date. Such requests will not be unreasonably denied.

### **C. Bulletin Boards**

1. The Union shall be permitted by the Employer use of space, which is visible and unobstructed, for Union-supplied bulletin boards meeting Employer-supplied specifications for communications with bargaining unit employees. The Union will not place a bulletin board in the Employer's property without prior approval by the Employer. Such approval will not be unreasonably denied. The Employer will not remove, move, or alter the bulletin boards accessibility without prior notice to the Union. Such alterations will not be made arbitrarily or to restrict access to the bulletin boards. All postings made by the Union on the Employer's property shall be restricted to the bulletin boards provided by the Union. No defamatory, derogatory, partisan political, or election campaign materials may be posted. No employer-sponsored materials shall be posted on the Union bulletin boards. If material is removed or prohibited by the Employer, the Union will be promptly notified by the Employer and given the reason.

2. The Union will be allowed one (1) Union-provided flyer rack or bin which meets Employer supplied specifications to be attached to or near the Union bulletin board (or other Employer approved area frequented by employees if a bulletin board is not in a location frequented by employees) in which Union newspapers, circulars and literature may be placed so that employees may pick up copies during non-work time provided that such material for distribution is consistent with Section 1 of this provision. It is further agreed that the Union will assure that all undistributed literature is removed from the distribution points after a reasonable time.

### **D. Representation Lists**

The Union agrees to furnish the Employer with a current written list of Union representatives including shop stewards on a quarterly basis.

### **E. Union Stewards and Representatives**

The Union has the sole right and discretion to designate employees of the State who are authorized to serve as the Union's representatives, including, stewards or alternates, and local executive board members. The Union will identify to the Employer the names of such union representatives and specify the responsibilities and authority of its representatives to act on behalf of the Union. The parties agree that the privileges afforded to stewards are applicable to a reasonable number of stewards. Should conflict arise in the administration of this clause, the parties agree to resolve the conflict(s) through further discussions.

### **F. Union Privileges**

1. When telephone messages for unit representatives are received by the Employer, the message will be delivered to the representative at the earliest possible time.
2. The parties recognize the Union as the exclusive representative for the purpose of meeting, conferring, and discussing proposals relative to salaries and other conditions of employment of bargaining unit employees.

The Employer will not convene employee committee meetings for the purpose of circumventing labor management meetings.

### **G. Membership Packets**

The Union representative may supply membership packets which contain information for distribution to employees new to the bargaining unit, including the role of the Union representative, the membership application and a copy of this Agreement as well as other material mutually agreed to by the Employer and the Union representative. The Employer agrees to distribute such membership packets to such employees during the initial phases of employment which shall not ordinarily exceed twenty (20) working days from the date of the event.

### **H. Orientation Sessions**

When an Employer holds an orientation session for new employees, the Union shall be so notified in advance if any of the new employees attending the session are in bargaining unit eligible positions. The Employer will provide the Union with twenty (20) minutes in which to meet with new bargaining eligible employees. The twenty (20) minute period shall be within the employee's workday but may not be during lunch or break time.

The representative of the Union shall be a local Union representative. If a non-State employee Union representative cannot be present during an orientation session, a unit employee designated by the Union will be allowed to make such presentation. The Union agrees that representatives in orientation sessions may only present information about the Union, benefits of participation, ways for employees to take part in Union activities and Union membership. No information that is derogatory, defamatory, or partisan political shall be communicated at the time of the orientation.

**ARTICLE 29**  
**MANAGEMENT RIGHTS**

**A.** The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of Missouri and of the United States of America.

**B.** All rights, powers, authority, prerogatives of management governing the conduct and the activities of employees are retained by the State.

**C.** Subject to the provisions of this Agreement and applicable state and federal law, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to determine its policies, its overall budget, the manner of exercise of its functions, and the direction of its work force.

1. Such rights shall include, but not be limited to:

- The right to hire, classify, select, promote, demote, transfer, allocate, assign and direct employees;
- The right to discipline, suspend and discharge employees;
- The right to relieve employees from duty because of lack of work or other legitimate reasons;
- The right to make and enforce reasonable rules of employee conduct and standards for services to the public;
- The right to determine the departments, divisions and sections and work to be performed therein;
- The right to establish quality standards;
- The right to determine the number of hours of work and shifts per work week, if any;
- The right to establish and change work schedules and assignments;
- The right to introduce new methods of operations;
- The right to eliminate, relocate, transfer or contract out work except for the purpose of eroding the bargaining unit;
- The right to maintain efficiency; and
- The right to communicate with its employees individually or in groups to discuss work related issues.

2. Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, shall remain vested exclusively with the Employer.

3. Employer's rights of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim that Employer has claimed or condoned or tolerated any practice or any act or acts of any employees.

4. It is recognized that an employee maintains the right to respectfully voice concerns that a management directive may conflict with policy or established practice. An employee will not be retaliated against for raising concerns within the chain of command of management and in accordance with policy and procedure. Employees are expected to follow the lawful directions of their supervisors.

### **ARTICLE 30** **HEALTH AND SAFETY**

**A.** The State recognizes the importance of health and safety on the job and shall provide and maintain, to the extent possible, safe and secure working conditions for all employees; including but not limited to, properly cleaned, heated, cooled, ventilated and lighted working environments and working emergency notification systems.

**B.** Any time an employee is assaulted, property is damaged, or it is believed that there is an immediate threat of assault or damage to property, appropriate law enforcement officials may be immediately notified by the employee or a member of management. Any such incident or notification to a law enforcement official shall be communicated to the Employer. Employees shall not be retaliated against, disciplined, intimidated, or coerced, verbally or otherwise solely for reporting an incident if such reporting is done in compliance with agency policies and procedures. The Employer will cooperate in response to law enforcement investigation and/or prosecution.

**C.** Employee complaints of unsafe or unhealthful conditions shall be reported to the first level of the supervisory chain, not involved in the concern and shall be promptly investigated. Employees shall not be intimidated or coerced, verbally or otherwise after reporting an incident.

**D.** In the event that the Employer's physical work environment is deemed unsafe by the Employer or State, or a building is closed or evacuated on the orders or recommendations of law enforcement, or fire department personnel due to unsafe conditions, employees will be temporarily re-assigned to a new task which the employee is qualified to perform, or a different location, or required to wait at a safe location nearby until a determination is made regarding returning to the building or released from duty. The Employer will follow the recommendations of law enforcement or fire department personnel on evacuating or closing a building for safety, assuring the safety and security of clients. If the employee is reassigned to a new location within the same shift, the time necessary to assign the employee to a different, safe location and for the employee to travel to that location will count as normal hours worked. Employees may be compensated for mileage expenses associated with relocating to a new work location according to established travel reimbursement procedures. If the employee is released from duty by the Appointing Authority or designee, the type of leave to be used will be determined based on the situation.

**E.** When an Employer is notified an employee has a medical emergency or incurs an on-the-job injury requiring professional medical attention, the Employer will expedite such medical treatment by calling for emergency services personnel, if required, or allowing the employee to make his or her own arrangements for transport to medical care.

F. Any employee who reasonably believes she or he has been exposed to transmittable diseases in the course of work, or been exposed to blood or other human bodily fluids, will be allowed to seek immediate medical attention as soon as the safety of the staff and clients are ensured and minimum workplace coverage is addressed and may file a Workers' Compensation claim.

**G. Health and Safety Committee(s)**

1. The Employer and the Union shall establish a Health and Safety Committee for the purpose of discussing safety and health problems, hazards and/or programs in an effort to develop recommendations concerning improvements or modifications of conditions regarding health and safety. It is appropriate for the committee to discuss issues of a statewide and local nature. The committee may be attended by up to three (3) bargaining unit members appointed by the Union and representatives from the Employer. At the request of either party, the committee shall be scheduled to meet biannually at a mutually agreed upon time, date and place. The appropriate division of the Office of Administration shall be invited to attend these meetings. In emergent situations, additional meetings may be convened upon the mutual agreement of the parties. Where there is a mutual agreement to do so, special safety meetings may be scheduled at work locations. None of these meetings are intended to bypass the grievance procedure nor be considered meet and confer sessions.

2. Upon a request from a bargaining unit employee within the facility, that facility will have a health and safety committee responsible for reviewing safety standards and overseeing facility health and safety issues. At the request of either party, the committee will meet annually, but not to exceed four (4) times a year, to discuss concerns regarding safety and health of the facility. The meeting will be held at a mutually agreed upon time, date and location. Notices of meetings will be sent to the Union. The Union may designate a reasonable number of employees to serve on the local health and safety committee. Recommendations from local health and safety committees will not be unreasonably denied. Staffing concerns may be used to justify consolidating health and safety committees from multiple offices.

**3. Meeting Procedures**

a. The party requesting the meeting shall submit a written agenda of the suggested topic(s) to be discussed at least fifteen (15) workdays prior to convening the meeting except where an emergent situation warrants a waiver of this period. There must be mutual agreement upon topics to be placed on the agenda for the meeting.

b. These meetings will be held during normal business hours with administrative leave provided for attendance at the meeting and for reasonable time traveling to and from the meeting for bargaining unit employees. Approval for this leave will not be arbitrarily denied. This administrative leave shall not exceed eight (8) hours, or their regular, full day's pay if the employee's regular schedule differs from the standard eight (8) hours, nor shall it result in the earning or accrual of overtime compensation. Any expenses incurred by Union representatives associated with these meetings will not be reimbursed by the State.

c. Upon request from either party, copies of any minutes, if taken, from each meeting will be forwarded to the Union and the Department's respective Human Resource office within ten (10) working days of the meeting.

## **H. General Provisions**

1. Notice of proposed work site relocations or major building renovations that could impact the health or safety of building occupants shall be provided to the employee as soon as practicable. The Union will be notified of work site relocations as soon as practicable.
  2. Upon request by the Union, the Employer agrees to meet annually with the Union to discuss security concerns and recommend safeguards for field workers. Such meeting will be conducted in accordance with Section G of this Article.
- I. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks that are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.

## **ARTICLE 31** **PUBLICATION OF AGREEMENT**

After the signing of this Agreement, the Agreement will be announced to all affected staff by a specific letter from the Union and the Employers, published on the Office of Administration website, and included as part of the affected Department's Administrative Manual which is posted on the internal Department website(s). The cover of the Agreement shall include the seal of the State of Missouri, and the insignia or other appropriate designation of the Union. Bargaining unit employees will be allowed to review the Agreement during work time, using the state computer system. All affected staff in the respective Department's will receive notification of the Agreement, as well as the availability of time to review the Agreement, using the same system the Departments utilize for notification of policy updates.

## **ARTICLE 32** **EFFECT OF AGREEMENT AND COMPLETE AGREEMENT**

### **A. Effect of Agreement**

The parties agree to implement and exercise all the provisions of this Agreement in a fair and responsible manner and comply with the terms set forth in this Agreement.

### **B. Complete Agreement**

The State and the Union acknowledge this and any appendices attached hereto to be their Agreement inclusive of all labor issues whether or not discussed and hereby waive any right to further meet and confer except as may otherwise be provided within this Agreement.

## **ARTICLE 33** **EFFECT OF LAW**

### **A. Administrative Action**

1. If any provision of this Agreement requires legislative action, or requires adoption or modification of the rules and regulations of the State of Missouri to become effective, or requires the appropriation of funds for implementation, it is hereby understood and agreed that such provision shall become effective only after the necessary legislative action or rule modification is enacted, and the funds have been appropriated.

2. In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the wages and fringe benefits available to the bargaining unit eligible employees, this Agreement shall be construed as subject to such improvements.

**B. Savings Clause**

1. The parties recognize that the provisions of this Agreement cannot supersede law. Nothing in this Agreement is intended to amend, repeal, or conflict with state or federal laws, or regulations. All terms of this agreement shall be interpreted consistent with state and federal laws and regulations. If any portion of this Agreement is 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 and, the remaining portions shall remain in effect during the term of this Agreement.

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

3. Upon request of either party the State and the Union agree to meet regarding provisions invalidated or modified by change in state or federal law or regulation and shall seek to develop a mutually satisfactory modification to replace the invalidated or modified provision.

**ARTICLE 34**  
**NOTICES**

Whenever separate notice is required by this Agreement to be provided by the State or Employer directly to the Union, or by the Union directly to the State or Employer, such notice shall be mailed to the following respective addresses:

For CWA:  
Bradley Harmon, President  
CWA, Local 6355  
5585 Pershing Ave., Ste. 150  
St. Louis, MO 63112

For the State:  
Guy Krause, Chief Negotiator  
Office of Administration  
P.O. Box 388  
Jefferson City, MO 65102

For DSS:  
Beverly Struempfler, HR Manager  
P.O. Box 1527  
Jefferson City, MO 65102

For DHSS:  
Carrie Haley, HR Manager  
912 Wildwood Drive  
Jefferson City, MO 65109

For OA:  
Aaron Hart, HR Manager  
P.O. Box 809  
Jefferson City, MO 65102

In the event the above mentioned individuals or address change, each applicable party shall notify the other of such change.

**ARTICLE 35**  
**TERM OF AGREEMENT AND SUCCESSOR AGREEMENT**

**A. Term of Agreement**

1. This Agreement shall become effective January 1, 2016 and shall remain in full force and effect for a term of three years through and including December 31, 2018, upon ratification and signature of the parties.

2. This Agreement may be extended in increments of up to one year upon written mutual consent of the parties. These extensions shall not exceed three years in total. The written notice of extension or request to meet and confer shall be by certified mail at least thirty (30) days prior to the expiration of the Agreement.

**B. Successor Agreement**

1. Prior to the first meet and confer session the parties shall work together to develop ground rules which are mutually agreed upon by each Party for the purpose of facilitating a successor Agreement.

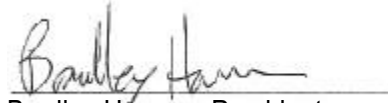
2. All provisions of this Agreement shall remain in full force and effect during any successor negotiations, provided that the parties are negotiating in good faith. The parties agree to negotiate in good faith.



## Signatures

By affixing their signatures below, the Union and the Employer agree that this shall be the only Labor Agreement governing the relationship between the parties for the specified period of time it is in effect.

For CWA Local 6355



Bradley Harmon, President



Natasha Pickens, Vice President



Catie Shinn, Secretary/Treasurer

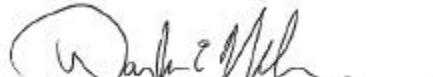
For State of Missouri:



Brian Kinkade, Director  
Department of Social Services



Peter Lyskowski, Acting Director  
Department of Health & Senior Services



Doug Nelson, Commissioner  
Office of Administration



Guy Krause, Chief Negotiator  
Office of Administration

**Appendix A1**  
**Updated 06/25/2014**

**Bargaining Unit Eligible Classifications for the Department of Health & Senior Services**

**Division of Senior and Disability Services and Division of Regulation & Licensure-  
Sections for Long Term Care and Child Care Regulation**

| <b>Index Number</b> | <b>Job Classification Title</b>   | <b>OT Code</b> |
|---------------------|---|----------------|
| 000301              | Account Clerk I   | 2              |
| 000302              | Account Clerk II  | 2              |
| 000311              | Accountant I  | 2              |
| 000312              | Accountant II   | 1              |
| 005139              | Aging Program Specialist I  | 1              |
| 000021              | General Office Assistant  | 2              |
| 000002              | Office Support Assistant (Clerical)   | 2              |
| 000003              | Senior Office Support Assistant (Clerical)                                      | 2              |
| 000023              | Senior Office Support Assistant (Keyboarding)                                   | 2              |
| 000012              | Office Support Assistant (Stenography)  | 2              |
| 000022              | Office Support Assistant (Keyboarding)  | 2              |
| 001000              | Child Care Facility Specialist I  | 2              |
| 001001              | Child Care Facility Specialist II   | 2              |
| 004340              | Registered Nurse  | 2              |
| 004612              | Environmental Public Health Specialist I  | 2              |
| 004613              | Environmental Public Health Specialist II                                       | 1              |
| 004365              | Facility Advisory Nurse I   | 1              |
| 004366              | Facility Advisory Nurse II  | 1              |
| 005250              | Facility Surveyor I   | 1              |
| 005251              | Facility Surveyor II  | 1              |
| 000130              | Information Support Coordinator   | 2              |
| 005138              | Long Term Care Specialist   | 1              |
| 001010              | Facility Inspector  | 2              |
| 005199              | Adult Protective & Community Service Worker I (formerly Social Service Wkr I)   | 2              |
| 005200              | Adult Protective & Community Service Worker II (formerly Social Service Wkr II) | 1              |

**Appendix A2**  
**Bargaining Unit Eligible Classifications for the Department of Social Services**  
**Updated 07/14/2014**

| <b>Index Number</b> | <b>Job Classification Title</b>           | <b>OT Code</b> |
|---------------------|---|----------------|
| 000002              | Office Support Assistant Clerical         | 2              |
| 000003              | Senior Office Support Assistant Clerical* | 2              |
| 000012              | Office Support Assistant-Stenography      | 2              |
| 000021              | General Office Assistant                  | 2              |
| 000022              | Office Support Assistant-Keyboards        | 2              |
| 000067              | Photographic-Machine Operator             | 2              |
| 000093              | Printing/Mail Technician I                | 2              |
| 000094              | Printing/Mail Technician II               | 2              |
| 000201              | Stores Clerk                              | 2              |
| 000202              | Storekeeper I*                            | 2              |
| 000236              | Procurement Officer I                     | 1              |
| 000301              | Account Clerk I                           | 2              |
| 000302              | Account Clerk II                          | 2              |
| 000305              | Auditor I                                 | 1              |
| 000311              | Accountant I                              | 2              |
| 000431              | Research Analyst I                        | 2              |
| 000432              | Research Analyst II                       | 1              |
| 000491              | Training Technician I*                    | 2              |
| 000492              | Training Technician II*                   | 2              |
| 000574              | Health Program Representative I           | 2              |
| 000575              | Health Program Representative II          | 2              |
| 000655              | Security Officer I                        | 2              |
| 000911              | Health Educator I                         | 2              |
| 000912              | Health Educator II                        | 1              |
| 000913              | Health Educator III                       | 1              |
| 000980              | Emergency Medical Service Inspector I     | 2              |
| 002024              | Laundry Worker II                         | 2              |
| 002026              | Laundry Supervisor                        | 2              |
| 002042              | Security Guard                            | 2              |
| 002061              | Cook I                                    | 2              |
| 002062              | Cook II                                   | 2              |
| 002110              | Nutritionist I                            | 2              |

| <b>Index Number</b> | <b>Job Classification Title</b>              | <b>OT Code</b> |
|---------------------|--|----------------|
| 002111              | Nutritionist II                              | 1              |
| 003005              | Academic Teacher I                           | 1              |
| 003006              | Academic Teacher II                          | 1              |
| 003007              | Academic Teacher III                         | 1              |
| 003020              | Librarian I                                  | 2              |
| 003021              | Librarian II                                 | 1              |
| 003031              | Education Assistant I                        | 2              |
| 003032              | Education Assistant II                       | 2              |
| 003045              | Special Education Teacher I                  | 1              |
| 003046              | Special Education Teacher II                 | 1              |
| 003047              | Special Education Teacher III                | 1              |
| 003059              | Guidance Counselor I                         | 1              |
| 003061              | Guidance Counselor II                        | 1              |
| 003070              | Vocational Teacher I                         | 1              |
| 003071              | Vocational Teacher II                        | 1              |
| 003072              | Vocational Teacher III                       | 1              |
| 004104              | Associate Public Health Laboratory Scientist | 2              |
| 004105              | Public Health Laboratory Scientist           | 1              |
| 004106              | Senior Public Health Laboratory Scientist    | 1              |
| 004111              | Chemist I                                    | 2              |
| 004112              | Chemist II                                   | 1              |
| 004113              | Chemist III                                  | 1              |
| 004151              | Medical Laboratory Technician II             | 2              |
| 004153              | Medical Technologist I                       | 2              |
| 004154              | Medical Technologist II                      | 2              |
| 004312              | Nursing Assistant II                         | 2              |
| 004318              | LPN II (General)                             | 2              |
| 004340              | Registered Nurse                             | 2              |
| 004356              | Health Facilities Nursing Consultant         | 1              |
| 004365              | Facility Advisory Nurse I                    | 1              |
| 004366              | Facility Advisory Nurse II                   | 1              |
| 004372              | Public Health Nurse                          | 1              |
| 004376              | Public Health Consultant Nurse               | 0              |
| 004471              | Speech-Language Pathology Assistant I        | 2              |

| <b>Index Number</b> | <b>Job Classification Title</b>                                 | <b>OT Code</b> |
|---------------------|---|----------------|
| 004472              | Speech-Language Pathology Assistant II                          | 1              |
| 004493              | Substance Abuse Counselor I                                     | 2              |
| 004494              | Substance Abuse Counselor II                                    | 1              |
| 004552              | Community Mental Health Services Supervisor                     | 1              |
| 004612              | Environmental Public Health Specialist I                        | 2              |
| 004613              | Environmental Public Health Specialist II                       | 1              |
| 004618              | Environmental Specialist I                                      | 2              |
| 004619              | Environmental Specialist II                                     | 1              |
| 005026              | Recreation Officer I  | 2              |
| 005027              | Recreation Officer II   | 1              |
| 005032              | Outdoor Rehabilitation Counselor I                              | 1              |
| 005076              | Youth Specialist I  | 2              |
| 005077              | Youth Specialist II   | 2              |
| 005082              | Regional Family Specialist                                      | 1              |
| 005083              | Service Coordinator I (Youth Services)                          | 1              |
| 005084              | Service Coordinator II (Youth Services)                         | 1              |
| 005116              | Corrections Case Manager I                                      | 2              |
| 005139              | Aging Program Specialist I                                      | 1              |
| 005151              | Rehabilitation Teacher for the Blind                            | 1              |
| 005153              | Children's Specialist for the Blind                             | 1              |
| 005156              | Mobility Specialist for the Blind                               | 1              |
| 005159              | Job Development Specialist for the Blind                        | 2              |
| 005161              | Area Supervisor Business Enterprises for the Blind              | 2              |
| 005165              | Rehabilitation Assistant, Rehabilitation Services for the Blind | 2              |
| 005167              | Rehabilitation Counselor for the Blind II                       | 1              |
| 005172              | Vocational Rehabilitation Counselor for the Blind               | 1              |
| 005173              | Senior Vocational Rehabilitation Counselor for the Blind        | 1              |
| 005180              | Children's Service Worker I                                     | 2              |
| 005181              | Children's Service Worker II                                    | 1              |
| 005182              | Children's Service Worker III                                   | 1              |
| 005183              | Children's Service Worker IV                                    | 1              |
| 005191              | Case Analyst  | 2              |
| 005199              | Adult Protective and Community Worker I                         | 2              |
| 005200              | Adult Protective and Community Worker II                        | 1              |
| 005201              | Children's Service Specialist *                                 | 1              |
| 005202              | Family Support Eligibility Specialist                           | 2              |

| <b>Index Number</b> | <b>Job Classification Title</b>   | <b>OT Code</b> |
|---------------------|---|----------------|
| 005233              | Regional Consultant-Residential Licensing Unit  | 2              |
| 005260              | Claims and Restitution Technician I   | 2              |
| 005264              | Child Support Specialist  | 2              |
| 005278              | Clinical Casework Assistant I   | 2              |
| 005279              | Clinical Casework Assistant II  | 2              |
| 005284              | Clinical Caseworker Practitioner I  | 1              |
| 005285              | Clinical Caseworker Practitioner II   | 1              |
| 005306              | Food Program Representative   | 1              |
| 005331              | Medicaid Program Relations Representative   | 2              |
| 005334              | Correspondence and Information Specialist I*  | 2              |
| 005335              | Correspondence and Information Specialist II*   | 1              |
| 005337              | Child Placement Coordinator   | 1              |
| 005338              | Medicaid Pharmaceutical Technician  | 2              |
| 005340              | Medicaid Clerk  | 2              |
| 005341              | Medicaid Technician*  | 2              |
| 005342              | Medicaid Specialist*  | 2              |
| 006001              | Laborer I   | 2              |
| 006002              | Laborer II  | 2              |
| 006006              | Groundskeeper I   | 2              |
| 006011              | Maintenance Worker I  | 2              |
| 006012              | Maintenance Worker II   | 2              |
| 006021              | Motor Vehicle Driver  | 2              |
| 006052              | Carpenter   | 2              |
| 006066              | Painter   | 2              |
| 006343              | Graphic Art Specialist III  | 1              |
| 009940              | Social Services Aide**  | 2              |
| *                   | Supervisory, Confidential, or Managerial Exclusions for Designated Positions  |                |
| **                  | Grandfathered exceptions. Social Services Aides (Index #009940) hired after December 2, 2009 will be excluded from the Bargaining Unit. |                |

**APPENDIX B  
INFORMATION FIELDS FOR QUARTERLY ELIGIBLES REPORT**

| Field position<br>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                              | SUFN_CD             | A name suffix such as Jr., Ph.D., or III.  |
| 22                              | SUFN_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 CITY NM     | 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.   |

**\*\* NOTE: Field #'s 57 through 62 will be provided quarterly to the Union, only if the employee has authorized the release of his/her home address to outside vendors (noted in Field # 56).**



**APPENDIX C**  
**USERRA Rights and MFMLA**

|   |
|---|
| <b>Link to USERRA Rights for Employees:</b>   |
| <a href="http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf">http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf</a> |
|   |
| <b>Link to MFMLA Rights for Employees:</b>  |
| <a href="http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf">http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf</a>   |

Appendix D



**Communications Workers of America Local 6355, AFL-CIO**

Missouri State Workers Union  
5585 Pershing Ave, Suite 150 / St Louis, MO 63112  
Fax: (314)454-5740 Telephone: (800)575-6355

**WORKPLACE REPRESENTATION REQUEST**

INSTRUCTIONS: Local 6355 will to the best of its ability fairly represent workers who have elected CWA as their bargaining agent. Workers requesting representation must fully and honestly complete this form and agree to follow the recommendations of their CWA representation contact for CWA to provide them with fair representation. Use additional pages if needed. Return by fax or mail.

1) Provide your name, personal phone, work phone, home address, work location, job title, and the best time to reach you.

2) Fully describe any steps you have taken to address the problem for which you are requesting representation assistance. (E.g. Grievances; Complaint to the Equal Employment Opportunity Commission; informal meeting with local management, etc.)

3) Fully describe the problem that you would like a CWA representative to assist you with. What do you want a CWA representative to help you to do?

4) Read the following statement. When you have read it, sign this form and mail or fax it to CWA Local 6355 at the address/number listed above. A CWA representative will work to contact you within 72 hours of receipt of your request.

REPRESENTATION REQUEST STATEMENT: By signing this request, I am requesting CWA Local 6355 assign a workplace representative to help me with a problem at my job. I understand that CWA Local 6355 can decline to continue to assist me with this specific problem me if I am unwilling or unable to meet with my assigned representative at a mutually convenient time or place, or if I decide to take a course of action different from that recommended by my assigned representative or if I fail to provide complete and honest information to my representative about the problem I am requesting assistance to address. I understand that the actions CWA may take on my behalf may be limited by timeframes, funds or available trained representatives. I understand that CWA practices a policy of non-discrimination.

Signature

Print Name

Date