

Labor Agreement

Between

**The State of Missouri
Office of Administration**

**The Department of Corrections
Board of Probation & Parole**

AND

**Service Employees International Union (SEIU)
Local 1**

For

**Probation and Parole Officers I, II, and III
Bargaining Unit**

October 15, 2015 – September 14, 2018

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PREAMBLE

This Agreement entered into by the State of Missouri Department of Corrections, Division of Probation and Parole, (hereinafter referred to as the "Employer"), and Service Employees International Union Local 1, affiliated with the Service Employees International Union, (hereinafter referred to as the "Union"), on behalf of the eligible Employees in the Bargaining Unit, as described in Article 1 (Recognition).

The Employer and the Union agree to implement and exercise all provisions of this Agreement in a fair and responsible manner. The Parties also 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 **UNION RECOGNITION**

Section 1.1

The Employer hereby recognizes the Union, as the sole and exclusive bargaining agent for the purpose of reaching agreements and resolving issues on matters pertaining to salaries and other conditions of employment for Employees within the Bargaining Unit in accordance with Sections 105.500 – 105.530, RSMo.

Section 1.2

The scope of this Bargaining Unit is described to include all regular Employees of the Employer who are employed in the classifications of Probation and Parole Officer I, II, and III, but excluding those Employees who are managerial, supervisory, confidential, temporary, emergency, and provisional, or who are otherwise excluded by law, or who occupy classifications not listed in this section. The inclusion of original probationary Employees in this Unit is not intended to grant such Employees with the same status or rights as those possessed by regular full-time Employees.

A list shall be provided to the Union annually of all Probation and Parole Officer III's who are currently considered non-Bargaining Unit Employees.

Section 1.3

The Employer shall notify the Union of any proposed changes in the Employer's classification plan that could impact the bargaining unit upon the submission of the proposal to the Office of Administration. A copy of the Personnel Advisory Board agenda will also be forwarded to the Union upon availability and in accordance with posting rules according to Section 610.020 of the Sunshine Law prior to the scheduled meeting.

Section 1.4

In the future should new classifications be established by the Personnel Advisory Board and utilized by the Employer, both parties agree to meet, confer, and discuss in an attempt to determine whether such positions are appropriate for the Bargaining Unit. If the dispute cannot be resolved by the two parties, it shall be submitted to the State Board of Mediation for resolution in accordance with its rules and regulations.

Section 1.5

Supervisors will be responsible for reviewing with staff all new or revised policies and outlining the changes.

The Employer shall notify Employees when practicable, prior to the implementation of any substantive policy or procedure change(s) regarding Department of Corrections or Division of Probation and Parole policies that

affect the working conditions of their employment. The notification will include a memo outlining the specific changes in the policy. The Union and its designees will review the draft policy and be given the opportunity to provide written comments. Any significant objections raised by the Union shall be retained by the Employer for the duration of the Agreement.

Section 1.6

The Employer and the Union agree that the intent of this Agreement is not to conflict with any laws, acts, status, ordinances, regulations and/or court rulings of the federal or state governments

Section 1.7

For purposes of this Agreement, a Union Representative is an Employee of the Union designated by the Union, to provide advice and assistance to the Employee or group of Employees. A Union Representative may include a person who is on leave of absence from the Department and is employed by the Union and designated by the Union to provide advice and assistance to a Bargaining Unit Employee or group of Employees.

For purposes of this Agreement, a Union Steward is a department Employee in the Bargaining Unit appointed by the Union to provide advice and assistance to the Employee or group of Employees.

Article 2 **MANAGEMENT RIGHTS**

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

These rights include but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations it serves;
- The right to plan, direct, control, and determine the operations, and/or services to be carried out by its Employees;
- The right to determine the methods, means and number of staff needed to carry out its mission;
- The right to direct its workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
- The right to suspend, demote and dismiss in accordance with applicable statutes;
- The right to layoff and furlough Employees;
- The right to make, publish, and enforce reasonable rules of personal conduct, procedures, policies, and regulations;
- The right to introduce new, improved, or different methods of operation, equipment, or facilities;
- And the right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and

suspension of this Agreement become necessary, the Governor shall advise the Union of the nature of the emergency as soon as reasonably possible. Rights listed in the Article shall be exercised in a manner consistent with specific terms of this Agreement.

Article 3
NON-DISCRIMINATION

Section 3.1

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all eligible Employees according to federal laws, state laws, and the state personnel laws, without regard to age, race, sex, sexual orientation, religion, color, national origin, political affiliation, disability, union membership status or lack thereof, or the exercise of any rights set forth in Section 105.510, RSMo.

Section 3.2

All references to this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

Section 3.3

The Employer and Employees will treat each other with professional courtesy.

Article 4
UNION LEAVE

Section 4.1

The Union shall designate Stewards as appropriate for its structure and will provide the Employer with a listing of Stewards and locations on a quarterly basis.

Section 4.2

The Employer will allow leave for probation and parole officers for the purpose of attending training classes, seminars, conventions or other related activities provided by the Union in accordance with applicable leave policies and procedures. Requests will not be unreasonably denied.

The Employer agrees to allow Stewards, Union Officers, and Union Appointees to Employer Committees the use of seven (7) days of leave without pay to attend Union trainings/meetings in accordance with provisions of this Agreement. The Employer agrees to allow the use of annual or compensatory time for five (5) days to attend Union trainings/meetings. The Employee shall submit in writing the request for leave for Union business, including the type of leave to be used. The Employee shall choose what type of leave will be used. Requests will not be unreasonably denied.

Section 4.3

The Employer may grant leaves of absence without pay to Employees for the purpose of engaging in Union activities in accordance with the Rules of the Personnel Advisory Board (1 CSR 20-5.020 (7)). The leave may be for a period of up to twelve (12) months, which may be extended if approved by the Employer. Such leave will not be unreasonably denied.

Section 4.4

If an Employee's service credit is affected due to approved leave as permitted in this Article, the Employee may count this time toward their bargaining unit seniority when a decision utilizing seniority is necessary. The Employee will be responsible for maintaining this time and notifying the Employer as necessary.

Article 5 **SENIORITY**

Section 5.1

Seniority shall begin with the most recent date of hire within the Bargaining Unit. Seniority rights will be applied after the Employees have completed their probationary period.

In the event of a reorganization that requires Employees from one state department to report to a different state department, the parties will meet to discuss how to apply seniority.

Section 5.2

When the Employer has ascertained that an opening within the Bargaining Unit exists, and that all other factors are equal with regard to an opportunity for promotion, transfer, or schedule selection, seniority shall be the determining factor.

Section 5.3

In the event that a dispute arises regarding seniority that could result in a grievance, the Office of Administration shall provide to the Union the seniority of the individual Employees involved.

Article 6 **SAFETY and HEALTH**

Section 6.1

The Employer and the Union have a mutual responsibility to provide safe working conditions and are committed to continuing to make efforts to achieve this goal.

The Employer will notify employees of an alternative schedule and/or work site changes due to emergency situations with as much advance notice as practicable.

Employees should follow established safety procedures and/or precautions and are expected to report working conditions that they reasonably consider unsafe. Employees shall not be disciplined or discriminated against for bringing health and safety concerns to the attention of anyone.

The Employer will meet with SEIU representatives to discuss an implementation plan for safety measures in the District Offices within thirty (30) days of the effective date of this Agreement. The Employer agrees to contact local law enforcement to request assistance in providing random security checks at the district offices.

Section 6.2

Anyone who is authorized by the department to carry a weapon in the performance of their duties shall be trained and certified in the proper use of that weapon. All probation and parole officers who choose to carry a firearm in the performance of their duties shall be provided training classes no less than two (2) days per year on the firing of and proper use of the weapon. The Employer remains committed to providing ammunition for training classes at no cost to the employee if funding allows. Officers who choose not to carry a firearm shall

receive training in the disarming of a loaded weapon as a part of their defensive tactics annual safety training. If a probation and parole officer chooses to carry a firearm, he shall not be asked or required to be placed in potentially dangerous situations simply because they carry a firearm. All probation and parole officers shall attend and successfully complete department-provided recurring and supplementary self-defense training. First aid training shall also be made available to all Employees upon request and based upon available funding. Time spent in safety training shall be considered work time and reimbursement for expenses shall be as set forth in State Travel regulations.

Officers in the Bargaining Unit will be informed annually as a part of safety training that in the event they are criminally prosecuted for their actions in a use of force situation that the Employer cannot provide financially for their criminal defense.

Employees who are authorized to carry a firearm in the performance of their duties shall not arbitrarily have their privilege to carry a firearm suspended or revoked.

Any suspension or revocation of the privilege to carry a firearm in the performance of an employee's duties will be carried out in accordance with department procedure. As part of the department procedure, if an employee receives a temporary suspension, the assistant division director will conduct a review of the temporary suspension and notify the employee within ten (10) working days as to whether the case will be advanced to the division director.

The division director may revoke the employee's firearm certification or suspend the employee's certification for up to thirty (30) days. The division director shall provide in writing the reasons for the suspension or revocation. If a suspension occurs, the employee will be informed in writing of the conditions that must be met to have certification restored.

If more time is needed to review the case, the parties may mutually extend the timelines and the employee will be updated as to the status of the case.

Section 6.3

In any district office where Offenders are required to report for supervision, the Employer will post Union provided notice in the lobby, concerning criminal offenses against Employees, and in accordance with Section 8.8 of this Agreement. These notices shall be no larger than 11 inches x 17 inches.

As part of the Annual Safety Training, the Employer shall review statutes concerning criminal offenses against Employees.

The Employer will support the prosecution of the perpetrator of an assault or verbal threat against any Employee or his family or properties, which arise out of the Employee performing his duties.

In the event of an assault or verbal threat against any Employee, or his family or properties, which arise out of the Employee performing his duties and the Employee has submitted an incident report and wants to pursue prosecution, the following steps will occur:

1. The Employee or Chief Administrative Officer (CAO) will call local law enforcement and file a complaint.

2. The CAO or his designee, will secure all video, and/or other evidence related to the incident, identify all potential witnesses and take appropriate actions to protect all witnesses and Employees effected.

3. The Employee will be given time to meet with law enforcement and the prosecuting attorney if additional information is required as part of the investigation, and be given a reasonable amount of time to prepare and appear in court.

4. The Employer will prepare an annual listing of all incident reports involving assault or verbal threats against any Employee. The annual report will reflect dispositions and will be distributed to the Union.

5. Copies of the incident report shall be forwarded to the Union by the Chief State Supervisor.

6. If requested by the Officer, other reporting arrangements shall be made for the Offender to report to a different location for supervision if an Offender is arrested and/or criminally charged for actions committed against a parole officer related to the role of the Officer.

The determination of what constitutes an assault or verbal threat shall be the Employee's and the Employer will not attempt any undue influence on the Employee in that determination.

If an Offender or an Offender's family threatens an Employee during an Employee's work hours, and the Employee needs to file for a temporary order of protection or ex-parte order, the Employee shall be allowed administrative leave for the necessary time to pursue such action.

If the order of protection or ex-parte is granted by the court, then a copy will be provided to the CAO to ensure the Offender complies with the stipulation of the order. Other reporting arrangements shall be made for the Offender to report to a different location for supervision if the order is granted by the court.

Section 6.4

It is agreed that should the Employer require Employees to carry chemical agents that the Employer shall first provide training and furnish the chemical agent and a carrier (i.e., holster, clip-on) for possible use in the performance of the Employees' duties for self-defense purposes. The spray container shall be dated and current.

Section 6.5

It is agreed that each office in each district shall be inspected for Safety and Health reasons once yearly. The Employer will designate a representative from the Department to inspect each office. At each office the representative is inspecting, should the office have a Union Steward, the Union Steward will be notified of said inspection so the Union Steward may be present and accompany the Employer representative to point out possible problem areas or conditions. In the absence of a Union Steward in the facility, the Union Representative will be notified of the inspection. The Employer representative will determine improvements, if needed, to make the location a safer and healthier place to work. If requested, a copy of the results and recommendations of the inspection report shall be drafted and made available to the Union within thirty (30) days of the inspection.

Section 6.6

When a business need has been established, Employees in the Bargaining Unit shall, upon request, be given access to an Offender's institutional visitors list and institutional threats and/or assault records for Offenders under supervision. The Employer agrees to continue to pursue methods for the improvement of officer notification of Offenders assault-behavior toward staff. Such methods may include, but are not limited to the following:

- a) Improvements to the Department computer system; and
- b) Documenting incidents of verbal or physical threats and/or assaults as an alert in the Employer's computer system.

The Employer will provide the Union with an update on the status of such improvements upon request, but not more than twice annually.

Section 6.7

Employees shall receive mandatory screening for tuberculosis, which shall be free of charge, as long as Employer providers are utilized. Testing is done during the first three weeks of employment and each year on the Employee's birth month. Based upon available funding, Employees may receive voluntary Hepatitis B vaccinations that will be free of charge, so long as the Employee receives the complete series of doses and Employer providers are utilized.

Section 6.8

All who are found to be carrying a weapon in violation of the law and/or office policy shall be reported to the appropriate law enforcement agency. An incident report disclosing the finding and/or seizure of any unauthorized weapon at the facility or on an Offender on facility property shall be completed and copied to the Health and Safety committee, the local Union Steward, or Union Representative.

Section 6.9

The parties agree that equitable distribution of workload within a district enhances work performance, successful client supervision, and staff and community safety. The Employer is responsible to ensure that workload is distributed evenly within a district taking into consideration overall district workload, staffing issues, caseload and any other relevant information. The Employer will examine workload distribution, utilizing the work hour formula established by the time study and in accordance with divisional procedure at the officer level within a district monthly. Cases and other duties will be assigned by the District Administrator or other supervisory staff except in extenuating circumstances or when a supervisor is not available. Specific directions will be provided to any non-supervisory staff assigning cases. However, the Employer recognizes that the District Administrator is responsible to ensure the work units are evenly distributed and will review all case assignments handled by other supervisory staff monthly and reassign cases as necessary. Training shall be provided by the Employer to management on the Workload Management procedure including work units, distribution of workload, the time study and the importance of compliance with the Fair Labor Standards Act.

The Union may request a review of workload distribution at the officer level within a district when a member or members of the bargaining unit believes that workload is excessive relative to other officers within a district. The Union may meet with a District Administrator or designee to review and discuss workload distribution in an attempt to resolve any disputes. The Employer encourages the Union to raise potential issues and offer recommendations with respect to workload management.

The Employer will provide information on any outside or mitigating factors affecting workload distribution within a district. If the Union reasonably believes that there is not an equitable distribution of workload within a district and is not satisfied with the results of the review and discussion with the District Administrator or designee, the Union may file a grievance. Disciplinary action shall not be taken against an employee for questioning the distribution of the workload within the district.

Prior to a performance plan being initiated with a member of the bargaining unit, the Employer will consider that employee's workload and ensure that workload is distributed evenly within the district taking into consideration overall district workload, staffing issues, caseload and any other relevant information.

For the work hour formula to be credible and in order to maintain its usefulness, reviews of both the tasks studied and the time values assigned to those tasks shall be conducted a minimum of every three years by the Employer.

The Union will be provided advance notice of the methodology to be used in the time study, offered an opportunity to comment prior to implementation of the time study and shall be allowed a minimum of one member of the bargaining unit to participate in the development and implementation of the time study. The time study report will be available electronically to all employees and the results of the time study will be provided to the Union for review.

Section 6.10

Upon request of the employee, the employee's work station shall be reviewed by the Employer to consider the feasibility of improvements to the employee's work station.

Article 7 **LABOR MANAGEMENT MEETINGS**

The Employer and the Union recognize the importance of maintaining a cooperative labor-management approach. In an effort to resolve problems that arise that are not within the scope of this Agreement, the Employer and the Union agree as follows:

a) The Division Director and/or his designated representatives agree to meet at least semi-annually with a committee of no more than four Employee representatives designated by the Union, which may include the SEIU Union Representative, to discuss issues relevant to the division at a mutually agreeable time and location. The Office of Administration shall normally attend these meetings. The Director will also invite representatives from the Department of Corrections to attend these meetings. These meetings will be held during normal working hours with no loss of pay for those attending.

The duration of the meeting will be determined by the agenda items but no longer than three (3) hours unless the parties mutually agree to extend the meeting time. This shall not result in the earning or accrual of overtime compensation. Travel time to and returning from the Labor Management Meeting will be counted as part of the Employee's approved administrative leave and will not accrue overtime for this purpose.

b) The Union and the Employer shall exchange proposed agendas along with names of committee members at least two (2) working days prior to meeting to allow both sides to prepare for a productive and informative exchange.

- c) The agenda for the Labor Management Meeting may include:
- Acceptance of the previous Labor Management Meeting minutes
 - Discussion of proposed new policy and procedures
 - Action items from previous Labor Management Meeting
 - Health and safety

Article 8

UNION/EMPLOYEE RIGHTS

Section 8.1

The right of the Union to appoint a reasonable number of Stewards is recognized. The number of Stewards will be limited to no more than two (2) per district office, Central Office, community supervision center, and community release center. Such appointee(s) shall have completed their initial probationary period.

Stewards will represent Employees within their own districts or institutions. In the event that no steward is available, the Employee may request steward representation from a neighboring district, either by contacting a steward in a neighboring district or by contacting the Union.

The Employee will also have the right to request representation from a Union Representative or Steward at any discipline, investigation or grievance meeting. A Union Representative will be permitted to attend Grievance meetings at Step 1 and above and disciplinary appeals with the Division Director. At least three business days notice must be given prior to holding such meeting to accommodate representation for the Employee.

During discipline, or investigation meetings, the Union Representative or Steward will be allowed to provide advice and counsel to the Employee, however; only the Employee shall respond to the questions or provide information.

During grievance meetings, the Union Representative or Steward will be allowed to provide advice and counsel to the Employee, as well as ask questions and provide information specific to the issue being grieved. The Employee and his Representative can ask for and be allowed to caucus for a reasonable amount of time, not to exceed 15 minutes per caucus. Under no circumstances may the Employer or the Union compel an Employee to be represented by someone not of their choice.

Section 8.2

Stewards are permitted a reasonable amount of work time to receive and discuss complaints and grievances on the premises of the Employer provided that this does not interfere with the necessary operation of the facility and the work of those involved. Stewards must seek permission from their supervisor or designee in order to work on union business whenever possible, with as much advance notice as is practical according to the circumstances. Such requests to work on union business will not be unreasonably denied.

Section 8.3

Any dispute arising between the Employer and the Union as to whether a Steward is spending an unreasonable amount of time at a worksite while conducting union business, or whether a Steward is to be given permission to conduct union business, shall be resolved by the Union and Employer designee. If such a dispute cannot be resolved between the two parties, the Employer will make its decision based on impact upon work operations; however, the effected Union Steward may refer the matter for review and/or grievance.

Section 8.4

Employees having a legitimate need for the services of a Steward may notify their supervisor. When it is necessary for the Stewards to conduct authorized union business in a worksite or area other than their own, they shall notify the designated Employer representative of that worksite or area of their presence and the nature of their business.

Section 8.5

The Union will provide written notification to the Employer of the appointment of all Stewards. No appointment will be recognized until the Employer has received notification.

Section 8.6

Prior to entering into meet and confer, the parties will meet to develop and agree to ground rules.

Section 8.7

The selection of the Union negotiating committee team members is at the sole discretion of the Union; however, the Employer retains the right to deny an Employee's participation in meet and confer sessions if such participation would adversely affect operations. The Union may on a limited basis replace members as it perceives necessary and shall provide 48 hours notice to the Employer of such replacement.

Section 8.8

The Union shall be permitted by the Employer use of space, which is visible to members of the Bargaining Unit and unobstructed, at each Employer-controlled worksite for union supplied bulletin boards meeting Employer-supplied specifications for the purpose of posting union notices and particulars. The Union will not place a bulletin board in the Employer's property without prior approval by the Employer. Such approval for the bulletin board will not be unreasonably denied.

All postings made by the Union on the Employer's property shall be restricted to the bulletin boards, and all the postings will be done by the Union Steward or designee. The Union will furnish the Employer, in advance, with a copy of all literature to be posted by the Union. No defamatory, derogatory, partisan political, or election campaign materials may be posted. If the Employer disputes the appropriateness of the materials, the Employer will decline to allow it to be posted. The Union Steward or Representative may refer the matter to Central Office for review, and if no Agreement can be reached, then the matter can be grieved. Employees or the Union shall be permitted to distribute Union literature pursuant to this Agreement. Such distribution will occur during non-work time in non-work areas.

Once items are approved for posting, the Employer shall not remove items from the bulletin board without approval from the Union Steward or Representative. The Employer shall not post any items to the Union bulletin board.

Section 8.9

Subject to availability, the Employer agrees to make conference and meeting rooms available during regular business hours for Union meetings and/or local officer elections upon prior notification by the designated Union Representative, unless to do so would interfere with the operating needs of the Employer. Employee attendance at such meetings must be on non-work time. In the event of a dispute either party should contact the Division's administrative coordinator for resolution. Nothing in this provision shall be construed as a limitation of the rights of the Union or members to utilize the Employer's facilities that are otherwise available to the public.

Section 8.10

The Union shall have the option to designate a maximum of two members each to the Manual Work Group Committee and the Safety and Wellness Committee. If these committees are replaced with new committees with the same expressed purpose, the current representatives designated by the Union will continue to be members of said committees. These standing agency committees will not be disbanded, replaced or reconstituted without prior notification to the Union.

If the Division of Probation and Parole creates a new statewide committee, task force, or advisory group that includes Bargaining Unit representation, or has the potential to affect the terms and conditions of employment as set forth in this Agreement, the Union may have the option to designate one representative to that committee. In the event a committee member is unable to attend a meeting due to work related obligations or sick leave an alternate Union member may be selected to attend. Such above requests shall not be unreasonably denied.

Section 8.11

Union Representatives will be permitted access to state facilities on non-work times, in non-work places for the purpose of communicating to the Employees of the Bargaining Unit. The Union will provide at least 24 hours notice to a facility of their intent to visit the facility. Distribution of information, either verbally or written, on state property that is political in nature will be distributed in accordance with applicable statutes, regulations, and/or policies. Literature distributed shall not be disruptive of the work environment or defamatory toward any individual or group of state Employees or elected officials. Violation of this provision will be grounds to cancel the meeting in progress and remove all individuals distributing this information.

Section 8.12

The Employer shall provide the Union with a copy of the quarterly training schedule showing the dates and locations of new Employee training classes at least fourteen (14) days in advance.

The Union shall be able to have a Union Representative speak to new Employees in the Bargaining Unit during the Employee training class for approximately fifteen (15) minutes. The Union shall give the Department Chief of Training at least five (5) days notice that it wishes to have a representative deliver a presentation.

Section 8.13

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 Article 1 (Recognition) of this Agreement.

An Employee, who believes that his salary is not at the appropriate step due to an error, may submit to the Division's administrative coordinator a written request for a salary review.

The Employee must describe in the request the reason for believing that his salary is not correct. The Employee will receive a written response of the findings of the review. If the Employee's step was incorrect, the appropriate administrative action will be taken.

Section 8.14

For the purpose of informing Bargaining Unit Employees of Union membership rights and obligations under this Agreement, the Union shall be allowed to conduct two one-hour meeting sessions within the term of this contract, with the first meeting taking place within the first six months of the effective date of this Agreement and the second session anytime thereafter, within the term of this Agreement. The meetings shall occur on state grounds at times mutually agreed to by the Union and Employer. Employees may attend these meetings without loss of pay or leave and these meetings will not serve to extend the workday or cause overtime to be earned. No information that is derogatory, defamatory, or partisan political shall be communicated at the time of these meetings.

Section 8.15

The Employer shall allow Employees to exercise the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union. Employees shall have the right to participate in the management of the Union and to act for the Union in the capacity of representatives including, but not limited to, presentation of its views to officials of the Executive Branch, the Legislature, the general public or other appropriate authority.

Section 8.16

Stewards or Employees filing grievance or discipline appeals will not be retaliated against, intimidated, threatened or subjected to a hostile work environment.

Union Stewards or Employees filing grievances will not be held to higher standards or given harder or larger workloads than their co-workers.

Article 9 **LEAVE**

Section 9.1 Annual Leave

Annual leave shall be governed by the provisions of 1CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division.

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. To the extent that these rates are amended or revised by Statutes or Regulation, the rates as amended or revised shall apply. If such a revision of Statutes or Regulations occurs, the Employer will notify the Union prior to implementation.

Employees who are employed on a full-time basis in positions of a continuing or permanent nature are entitled to vacation with pay as follows:

- 5 hours for each semi-month of service, in which they are in pay status for 80 hours or more until they complete 10 years of total state service;
- 6 hours for each semi-month of service, in which they are in pay status for 80 hours or more, if they have completed 10 and up to 15 years of total state service;

- 7 hours for each semi-month of service, in which they are in pay status for 80 hours or more, if they have completed 15 years of total state service.

Annual leave will be pro-rated for Employees not in pay status for an entire pay period. 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 ceased with the last day worked.

Section 9.2 Vacation Accumulation

- a) At the close of business on October 31 of any calendar year, any accumulation of annual leave which exceeds the maximum allowable accumulation, shall lapse and credit for the excess leave shall not be carried forward to the month of November.
- b) When an Employee has been granted annual leave, and during the leave period subsequently recalled to duty because of emergency conditions requiring the Employee's services, annual leave credits not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed. In this case, the Employee shall be granted equal compensatory time off. A corrected application for leave/overtime form will be submitted.

Section 9.3 Leave Usage

When an Employee requests sick leave upon supervisory approval, he may, at his own option apply to take annual leave instead of sick leave.

- a) Supervisor approval is needed to utilize this option.
- b) Notation of this substitution shall be made on the leave form.

Section 9.4

An Employee entitled to workers' compensation may elect to receive accrued annual leave pay.

Section 9.5

- a) Employees entitled to annual leave that have separated from state service shall be entitled to receive reimbursement for all such accrued leave, up to the maximum allowable accumulation.
- b) Employees re-employed after termination of employment shall be considered new probationary, except that this section shall not affect such re-employed Employee's right to prior state service credit for annual leave accrual rates.
- c) Upon the death of an Employee, all accrued compensatory and annual leave time, up to the maximum allowable will be made to the Employee's account on record or the Employee's estate.
- d) Upon Employee retirement from state service, the Employee will receive payment for unused accrued annual leave up to the maximum amount allowed.

Section 9.6 Transfers

a) Employees who separate from the Department will be reimbursed by the Employer for compensatory time. Employees who separate from the Department will be reimbursed by the Employer for accrued annual leave up to the maximum allowable accumulation, unless they direct otherwise in writing to the Employer. Payment will be made at the rate of pay in effect on the last day worked.

b) If the Employee chooses to transfer annual leave to another department, the Employee must request in writing to the staff responsible for the personnel function at their work location that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the Employee physically transferring to a new location.

c) An Employee entering service with the Employer from another state agency must be allowed to carry up to 120 hours of accrued annual leave.

d) Employees who transfer or are appointed to another position within the Department shall retain all accumulated leave time.

Section 9.7 General Provisions

Annual leave shall be credited and available to the Employee at the close of business on the last workday of each pay period. (The Union understands that SAM II might not credit the leave for several days).

Annual leave may be taken in increments of ¼ hours.

Annual leave shall be considered a specified amount of time earned by an Employee in pay status which may be used as vacation/personal time and is not considered work time.

Annual leave shall not be taken before it is earned.

Requests for annual leave should be decided on a first come first serve basis, however, in the event there are simultaneous requests for annual leave, leave shall be granted by seniority procedure.

Section 9.8 Compensatory Time Off / Pay

Employees may be paid for accrued compensatory time, if the Division budget allows.

The Employer is responsible for scheduling compensatory time off and proper staffing of facilities. Employees may request to utilize compensatory time and not be unreasonably denied. The Employer will respond to the Employee's written request either approved or denied within (7) seven working days after receiving the request.

Employees shall not be compelled to use compensatory time in lieu of sick leave.

Section 9.9 Attendance in Court

Any Employee shall be granted administrative leave with pay when he is summoned and performs jury duty as prescribed by applicable law. The Employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he 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. If an Employee reports to work prior to jury duty or after, travel time to jury duty and returning to work will be considered administrative leave.

When an Employee, while performing the duties of their position, 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, such time will be considered time worked. Travel time will be considered in accordance with 1 CSR 10-11.010 (14).

Employees attending court as a plaintiff or defendant, on non-work related matters, in a case not arising out of employment 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. This is in compliance with 1 CSR 20-5.020 (8)(A)(1). Such requests will not be arbitrarily denied.

Section 9.10 Promotional Examination

Employees shall be granted administrative leave on days other than the Employee's regular days off to participate in promotional examinations and interviews with sufficient prior notice to their supervisor. Authority for approval of such leave shall lie with the appropriate supervisory or administrative staff, following a determination that adequate staff is maintained at the work site. Appropriate travel time, occurring during normal work hours, will be considered in granting administrative leave.

Section 9.11 Sick Leave

a) Sick leave with pay shall be governed by provisions of 1 CSR 20-5.020 of the Rules of the Personnel Advisory Board and the Office of Administration, Division of Personnel.

b) Employees who are employed on a full-time basis in positions of a continuing or permanent nature and who are paid on a semi-monthly basis are entitled to sick leave with pay at the rate of five (5) hours for each semi-month of service in which they are in pay status for eighty (80) or more hours. Sick leave will be prorated for Employees not in pay status for an entire pay period.

c) Sick leave may be used when the Employee is incapacitated from the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or periods of time required for medical, surgical, dental or optical examination or treatment, or where through exposure to contagious disease the presence of the Employee on duty would jeopardize the health of others. Loss of time due to an illness of the Employee's spouse, children, other relatives or members of the Employee's household, which requires the Employee's personal care and attention shall be charged against the Employee's accumulated sick leave.

The final decision concerning the granting of leave under this section shall rest with the appointing authority and shall be based upon the degree to which the Employee is responsible for providing 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.

d) Sick leave may be used in quarter (1/4) hour increments.

e) Employees who miss forty (40) consecutive work hours shall be required to obtain a written release to return to work statement from a medical provider prior to resuming their duties. For absences less than forty (40) consecutive work hours, the Employer may require an Employee to provide a written statement from a medical provider as deemed necessary. If misuse is suspected, the Employer shall inform the Employee in writing that

a written statement will be required for future claims of illness. If the Employer requires a second opinion, the Employer will send the Employee to an Employer-designated medical provider at the Employer's cost. Further, when the Employee is directed to obtain a second opinion, such time will be considered administrative leave.

f) Employees may request and be granted leave in accordance with State Law and FMLA.

g) All accumulated and unused sick leave shall be credited to any benefit eligible Employee returning to employment within five years of leaving state service, not to exceed that which was accumulated or transferred in accordance with State regulations.

Section 9.12

When an Employee has exhausted his leave accruals and is in need of time off due to continued illness or injury, he may request a leave of absence without pay. Further, the Employee may apply for the use of the Employer's Shared Leave Program and, when appropriate, for disability benefits through the Missouri State Employees' Retirement System.

Section 9.13 Leave for Death in an Employee's Family

Administrative leave for a death in an Employee's family will be allowed in accordance with State regulations. An Employee, with the approval of the appointing authority, may be granted time off not to exceed forty consecutive working hours of bereavement leave with pay at the Employee's regular rate upon the death of member(s) of his/her immediate family. In the event that a holiday falls within the approved bereavement leave, the holiday will not count against the Employee's approved leave unless the Employee was otherwise scheduled and expected to work during the holiday.

Employees may use other leave or compensatory time to extend the bereavement leave with the approval of the appointing authority or designee. For purposes of this Article, family is defined as Employee's spouse, child, sibling, parent, step-parent, grandparent or grandchild, and spouse's child, parent, step-parent, grandparent or grandchild, or a member of the Employee's household.

Section 9.14 Notification of Leave Balances

Each Employee has access to his balances of vacation, compensatory, and sick leave hours. If the Employee disagrees with his balances, he should notify the regional timekeeper in writing as soon as possible. The regional timekeeper shall investigate and resolve the matter, and advise the Employee of whatever action has been taken.

Section 9.15 Family Medical Leave

In accordance with FMLA regulations, Employees have an obligation to respond to an Employer's questions designated to determine whether an absence is FMLA qualifying. Employees shall inform the supervisor whether the absence relates to a FMLA qualifying event. Employees shall designate FMLA leave time as such on their leave slips. The Employee will not be required to unnecessarily disclose specifics of illness or condition with supervisors.

For purposes of determining the amount of leave used by an Employee, the fact that a holiday may occur within the week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, if an Employee is using FMLA leave in increments of less than one week, the holiday will not count against the Employee's FMLA entitlement unless the Employee was otherwise scheduled and expected to work during the holiday.

Section 9.16 Share Leave Bank

A Share Leave program is available in accordance with 1 CSR 20-5.025.

Article 10 EMPLOYEE ASSISTANCE PROGRAM

The purpose of the Employee Assistance Program (EAP) is to provide staff and their immediate family members access to confidential service designed to assist Employees with personal problems and or concerns that impact the Employee's performance on the job.

An Employee will not be mandated into the Employee Assistance Program (EAP) as discipline or solely for falling behind in work.

In the event an Employee is mandated into EAP, and already in a treatment program for the same issue(s), the Employee will have the choice of the mandated EAP program or continue in the individual's treatment program with proof of compliance with the EAP recommendations and at the Employee's own expense.

The Department will ask an Employee given a mandatory EAP referral to only sign a release of information related to cooperation, attendance and adherence to the treatment plan.

Any time (including travel time) required to attend the mandatory EAP session will be considered Administrative Leave. The mandatory EAP sessions are at no cost to the Employee.

Participation in the Employee Assistance Program shall be treated in a confidential manner. The Employer will not disclose the mandatory or voluntary enrollment in the EAP program to anyone who does not have a business related need to know.

Article 11 HOLIDAYS

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

- New Year's Day, the first day of January;
- Martin Luther King Jr. Day, the third Monday in January;
- Lincoln's Birthday, the 12th day of February;
- Washington's Birthday, the third Monday in February;
- Truman Day, the 8th day of May;
- Memorial Day, the last Monday in May;
- Independence Day, the 4th day of July;
- Labor Day, the first Monday in September;
- Columbus Day, the second Monday in October;
- Veteran's Day, the 11th day of November;
- Thanksgiving Day, the 4th Thursday of November;
- Christmas Day, the 25th day of 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.

Additional dates may be designated as holidays by the Governor or President of the United States. The Employer shall grant paid holidays as provided for in the rules of the Personnel Advisory Board and Division of Personnel, and in accordance with State Laws.

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

Article 12 **WORK WEEK and WORK DAY**

Section 12.1

Work schedules will be established by the Employer in compliance with this Agreement and to meet work site needs. The normal workday shall consist of eight (8) hours per day, five (5) days per week. Schedules outside the normal work schedule may be approved in accordance with Section 12.3.

Section 12.2

All Employees who are required to drive in the performance of their duties shall be considered as being on work time while performing such duties, and such time shall be included in the calculation of the total work day. No provision of this section shall be in violation of State travel regulations.

No Employee will be required to drive more than eight (8) hours in one day. Appropriate lodging and meal reimbursement will be made in accordance with the Code of State Regulations, State of Missouri Travel Regulations, State of Missouri Vehicular Policy.

Section 12.3

In lieu of the normal work schedule, and contingent upon the operational needs of the Employer, the Employer may approve an Employee's request for a flex-time schedule or alternative schedule. If approved by the Employer, an Employee may work alternate work schedules that include ten (10) hours per day, four (4) days per week. Employees working four 10-hour days shall specify a preferred weekly regular day off (RDO). Such requests may be approved per the Employee's request when possible. Such requests shall not be unreasonably denied or changed.

Section 12.4

Compensatory time is earned when an Employee is required or approved by their supervisor to work time above their regularly scheduled work week. Employees shall be compensated at the regular rate of pay for their positions, or at the discretion of the Appointing Authority, by allowing an equal amount of compensatory time off for those work assignments which cause the Employee to exceed forty (40) hours in pay status during a work week. An Employee shall receive an additional one-half time compensation, by pay or compensatory time off, for any hours of work which exceed forty (40) hours actually worked within the workweek.

Compensatory time may be allowed to accrue during a fiscal year. This shall not restrict the Employer from paying out for compensatory time as Department budget allows.

Section 12.5

Any involuntary work related call received while off duty in excess of 7.5 minutes will be considered time worked.

If an Employee is told to report to or remain at the work site, ready for assignment, the Employee is in work status and will receive credit as time worked.

Section 12.6 On-Call Time

On-call time is a situation where an Employee has been assigned to on-call status by the Employer outside their regular working hours and they are required to be work within a designated time frame if called.

Employees placed on on-call status will be compensated in accordance with agency policies and procedures. If called to work, Employees will be compensated for time worked.

Section 12.7 Meal Periods

Employees who receive an unpaid meal period and are required to remain at their work assignments during such period and who are not relieved, shall have such time counted as hours worked.

If an Employee's unpaid meal period is interrupted for supervisor approved work related purposes, the Employee will be paid for the meal time (as straight time or overtime, as applicable).

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, State rules and regulations, and Employer policy.

Section 12.8 Scheduling Practices

Schedules will be established by the Employer in compliance with this Agreement and to meet work site needs. The Employer will not change the permanent schedule of an Employee, except in cases of emergency or unusual circumstances, without first notifying the Employees thirty (30) days in advance of the changes. The Employer shall, when practical, consider seniority in these schedule changes.

Employees and the Employer may mutually agree to any changes in schedules or work hours.

The Employer will provide written notice to the employee citing the need for the schedule modification.

Such notice will include an outline of the operational needs that are necessitating the need for the modification. If the employee does not agree with the rationale provided by the Employer, the employee may file a grievance.

Section 12.9 Travel Time

Employees required to travel on work related business will be reimbursed for their travel expenses in accordance with the State travel regulations 1 CSR 10-11.

If an Employee's work duties include visits to court, facilities, homes, vendors, training or other location, and the distance traveled to the site is closer for the Employee to do on the way from home in the morning or way home at night, the Employee may request to use their own vehicle through the supervisor. Such requests shall not be unreasonably denied. Upon approval, Employees will be reimbursed for their travel.

Travel costs will be reimbursed at the maximum allowed reimbursement rate per the State's Travel regulations and state policies.

Article 13
NO STRIKES OR WORK INTERRUPTIONS

The Employer and the Union recognize that strikes, work interruptions or any type of work curtailments or slowdowns are prohibited in accordance with Section 105.530 RSMo. The Union shall not cause nor condone any strike or work interruption of any kind, such as sit-down, stay-in, or any type of work curtailment in any office or facility within this Bargaining Unit of the Employer.

The Union will instruct all its stewards of their obligations under this article and all the members as to the meaning of it. If for any reason there is an interruption at the Employer's office(s) or facilities by other than members, the Union will encourage its members to remain at work and/or to return to work.

Article 14
DISCIPLINE

Section 14.1

Disciplinary action and discipline are defined as a letter of reprimand, demotion, suspension or dismissal and may be imposed on an Employee for cause. The Employer shall make its decision regarding discipline as soon as possible after consideration of all facts involved in the matter.

Section 14.2

a) If an Employee is questioned about a matter that he reasonably believes may result in a letter of reprimand, demotion, suspension or dismissal, the Employee shall at his request be entitled to receive advice, counsel, assistance, and representation by a co-worker of his choice, Union Representative, or Union Steward within his district or facility. During a formal investigation conducted by the Inspector General, the Employee shall be entitled to receive advice, counsel, assistance and representation by a Union Representative at any investigatory interview. In the event no local Steward is available, the Employee may request a Steward from a neighboring district/facility. Arrangements for assistance or representation shall not delay the proceedings.

b) During the pre-disciplinary meeting, the Employee will be given an opportunity to respond to the charges and allegations. A Union Representative or Steward will be allowed to provide advice, counsel, and ask questions to the Employee during the meeting; however, the Employer reserves the right to allow only the Employee to respond to the questions and provide the Employee's account of the matter under investigation. Both parties may be allowed to caucus for a reasonable amount of time not to exceed fifteen (15) minutes per caucus.

Before a disciplinary packet is submitted to the Division Director, the Chief Administrative Officer or designee will hold a pre-disciplinary meeting with the Employee. The Employee shall be informed in writing of his rights to representation before the meeting begins. The Employee will be given at least three (3) days notice of the meeting. The arrangements for this assistance or representation shall not delay the proceedings for more than three (3) business days.

The purpose of the meeting is to inform the Employee of the allegations against him to allow the Employee an opportunity to prepare a response. Failure of the Employee to attend will not prevent the Chief Administrative Officer or designee from referring the matter to the Division Director.

c) The Employer will attempt to hold these meetings during the normal work time of the Employee. If this cannot be done, the meetings should be held before or immediately following the Employee's shift. Such time shall be considered work time.

d) The Employee will at no time withhold information pertaining to the issue at hand that could affect the operations of the State. Both parties agree all information exchanged shall be exchanged in accordance with applicable statutes, regulations and/or policies.

If an investigation results in suspension, demotion or dismissal, the Employee may request a meeting with the appointing authority or designee. Prior to the meeting, the Employee may request copies of the completed investigation report, records, including existing audio and/or video recording of their investigation interview upon which discipline was based.

e) In order for the Employee to be allowed representation and assistance during a meeting, the meeting between the Employer and the Employee must be considered investigatory, with the purpose of the meeting to investigate alleged misconduct rather than to discuss work performance.

The Employee's right to request representation shall be based upon an Employee reasonably believing that the matter may lead to disciplinary action. The determination of reasonableness shall be based upon objective standards and a reasonable evaluation of all of the circumstances.

The Employer agrees to the concept of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose an appropriate level of discipline, for which there is cause. It is understood that some situations of a severe nature may require immediate disciplinary action, up to and including dismissal. Disciplinary action includes letter of reprimands, demotions, suspensions, and dismissals. Grievances and appeals of disciplinary actions are governed by the grievance procedure outlined in Article 15 and/or Rules of the Personnel Advisory Board and/or the Administrative Hearing Commission.

f) Employees under investigation shall be informed of the completion of the investigation as soon as practicable and in no case more than twenty-one (21) calendar days from the date the Division receives the report. This notice will indicate whether or not the Division intends to take further action.

Section 14.3

All information exchanged during the discipline process will be exchanged in accordance with applicable statutes, regulations and/or policies. Information shared or obtained during the investigation process shall be considered confidential. Management and investigative staff will share information gained during this process solely with those who have a business need to know the information, including the represented Employee and Union Representative

Section 14.4

Each Employee shall be allowed to inspect his personnel files upon written request and prior arrangement with the appropriate staff.

Section 14.5

The Union and the Employer agree that it is in the best interests of both parties to ensure that allegations made against an Employee in the Bargaining Unit by an Offender, by the significant other or family member of an Offender, or by members of the general community are reviewed and assessed prior to initiating any disciplinary action.

All allegations by an Offender shall be thoroughly investigated prior to any implementation of the discipline that is subsequently deemed appropriate. Discipline cannot be enacted based solely on the allegations of an Offender.

Section 14.6

Any person who lodges a complaint against an Employee in the Bargaining Unit shall be requested to provide their name and contact information to the Employer.

Complaints shall be forwarded to the appropriate level to begin the complaint process when at all possible. Failure of the person receiving the complaint to obtain the complainant's name shall not be a factor in determining the validity of the complaint and/or in determining whether discipline should be imposed and/or upheld against an Employee.

Article 15 **GRIEVANCE PROCEDURE**

Section 15.1 Definitions

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

Section 15.2 Purpose

The purpose of this article is to provide a satisfactory avenue to review and resolve grievances that arise in the work place between Employees and the Employer. The Employer and the Union recognize the importance of a timely resolution in these matters.

Nothing in this Article is intended to prohibit the Union from raising issues pertaining to conditions of employment of the Employees in the Bargaining Unit throughout the life of this Agreement. Such issues should generally be raised at the Chief State Supervisor level in order to be addressed in an efficient manner.

Section 15.3 Procedure

The parties agree that it is in the best interest of both parties to resolve grievances informally when possible. The Employer and Union agree that in order for the grievance procedure to function efficiently and effectively, all grievances shall be settled at the earliest step. The parties agree that persons responsible for resolving grievances will meet and undertake meaningful dialogue and information gathering and will make a good faith effort to resolve the grievance whenever possible. Retaliation and harassment for filing a grievance or for investigating charges of alleged retaliation or harassment is prohibited.

The Union will be the exclusive representative of the interests of Employees covered by this Agreement in the processing and redress of grievances under the grievance and arbitration procedures in this Article, except that nothing in this Agreement will limit or restrict an Employee's right to represent himself outside of this Agreement.

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

Grievances filed based on actions 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.

Both the Employer and Union acknowledge that this article only takes effect when and if 1 CSR 20-4.020 is amended through the rulemaking process to eliminate any conflicts between this article and the regulation. The parties agree to work together towards the goal of amending the language in 1 CSR 20-4.020 to achieve consistency with this Agreement, including but not limited to testifying at the appropriate hearing.

15.4 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. The appropriate step will be determined by mutual agreement of the parties. Grievances concerning dismissals, demotions and suspensions of regular Employees will be initiated by the Union at Step 3 of the procedures set forth in this Article by filing directly with the Division 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.

15.5 Consolidation of Group Grievances

At any point, multiple grievances which pertain to the same issue and contain the same set of facts or circumstances may be consolidated into one grievance, by mutual agreement of the Employer and Union. The Union may assign a spokesperson to represent the group. 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.

15.6 Grievance Procedure

The grievance steps and timeframes as they apply to the Employees of this bargaining unit are listed below:

Preliminary Step-Immediate Supervisor

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

Step 1

If the dispute is unresolved, the Grievant shall present the grievance in writing to his Chief Administrative Officer within ten (10) calendar days of a decision at the Preliminary Step, or if there is no decision at the

Preliminary Step, within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of when the Employee through due diligence should have reasonably been aware of the act or omission.

The written grievance form will stipulate the relevant Article of the Agreement and the specific remedy being sought, and must be signed by the Employee or a member of the class in a class action grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps. The Chief Administrative Officer shall meet with the Employee and their Union Representative, Union Steward, or co-worker, if requested, within ten (10) calendar days, and shall render a decision in writing within fourteen (14) calendar days of receipt of the grievance form.

The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the Employee and the Union Representative involved in the grievance. Decisions at this step shall not be used as precedent for any subsequent case.

Step 2

In the event the grievance has not been satisfactorily resolved at Step 1 an appeal may be taken by the Employee and Union Representative or Union steward if requested in writing to the Regional Administrator within fourteen (14) calendar days from receipt of the Step 1 decision. The written appeal must include reasons why the Step 1 decision is being appealed. The Regional Administrator shall schedule a meeting as necessary within ten (10) calendar days of receipt of the grievance.

The Regional Administrator will provide a response to the grievant within fourteen (14) calendar days of the meeting. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the Employee and appropriate Union Representative.

Step 3

In the event a grievance is not resolved at Step 2 the Employee and Union may appeal the decision, in writing, and submit a Step 3 grievance to the Division Director or designee within fourteen (14) calendar days of the receipt of the Step 2 decision. The written appeal must include reasons why the Step 2 decision is being appealed.

The Division Director or designee shall meet as necessary with the Employee and Union to discover additional information within fourteen (14) calendar days and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance form. The Division Director's written decision will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the Employee and appropriate Union Representative.

15.7 Arbitration

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

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.

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

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

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

The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this 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.

This provision does not prevent an individual from presenting a defense to discipline for cause pursuant to the merit laws. Further, the Arbitrator shall not issue any decision until such time as changes are authorized to the Code of State Regulations, 1 CSR 20-4.020, which authorizes an alternative dispute resolution. If the authority of an arbitrator is diminished pursuant to court action or statutory changes, those decisions or statutory changes will prevail. The arbitrator will recognize the statutory and regulatory requirements of the Employer.

Arbitration Costs

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

Arbitration Selection

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

Arbitration Decisions

The decision and award of the Arbitrator will be final and binding on the Employer, the Union and the Employee or Employees involved, unless judicial review is sought. 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.

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

the record of the hearing, or receipt of post-hearing briefs. The parties reserve the right and encourage the use of an expedited arbitration process, to be developed by the parties at a later date.

15.8 Grievances and Appeals of Suspensions, Demotions, and Dismissals

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

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

The Employer and the 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:

- a) The Agreement grievance filed under this Article will immediately cease.
- b) 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.

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.

15.9 Time Off

The Grievant and/or Union steward will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union Steward or Employee will leave his work to investigate, file or process grievances without first obtaining approval by the appropriate supervisor(s) as well as the supervisor of any unit to be visited. Such approval will not be unreasonably denied, provided that these activities do not interfere with the necessary operations of the facility.

A grievant who is called back on a different shift or on his day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Agency witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings.

15.10 Meeting Space and Equipment Use

Upon request, the Union Steward and Union Representative will be allowed the use of available appropriate space while investigating or processing a grievance. Use of state equipment may be authorized to Union Stewards to process grievances.

15.11 Pertinent Witnesses and Information

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

15.12 Time Limits

Grievances may be withdrawn at any step of the Grievance procedure. Grievances not appealed within the designated time frame will be treated as abandoned and cannot be re-filed.

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

If at any step the Employer does not answer a grievance or appeal within the specified limits, the Union may elect to consider the grievance/appeal denied and advance up to two steps in the grievance procedure. The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an answer/response/decision will constitute a timely response if postmarked within the answer period.

Article 16 **DUES CHECK OFF**

Section 16.1 Deductions

The Employer agrees to deduct Union membership dues in the amount designated by the Union from the pay of those Employees who individually request such deduction. Under Office of Administration, Division of Accounting procedures, the Employer shall remit the deductions semi-monthly to the Union at the designated address provided by the Union.

The Union shall advise the Employer and its members of any increase in dues or other approved deductions in writing at least 30 days prior to its effective date. No deductions shall be made for initiation fees, fines, or assessments.

Requests for any of the above shall be on a form agreed to by the parties, and shall be made available to Employees in each district office or facility, and shall be provided to all new Employees in the bargaining unit. Such form shall also include specific information on revocation of membership.

An Employee who has previously authorized payroll deductions pursuant to this section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless that Employee has previously withdrawn authorization for such deductions in accordance with the appropriate revocation procedures and now seeks to reauthorize them.

Section 16.2

Before there are any payroll deductions for an Employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of pro-rated semi-monthly Union dues. The parties recognize that legal deductions and other withholdings such as Social Security and federal and state income taxes shall have priority over union dues.

When an Employee is in non-pay status for an entire month, no deduction shall be made from future earnings to cover that pay period. If an Employee is in non-pay status during only part of a pay period, and/or if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made.

Section 16.3

If the Employer over-withholds an amount from an Employee's wages or salary, and remits same to the Union, the Union agrees to make an immediate refund to the Employee in the amount of the overpayment upon notification from the Employer.

Section 16.4 Revocation of Membership

Any Employee who has previously submitted a written authorization for voluntary deduction of union membership dues may revoke the authorization during the month of January in accordance with the section pertaining to dues deductions. When an Employee receives a promotion out of the Bargaining Unit, it is the responsibility of that Employee to notify the Personnel Office to stop dues deductions.

Section 16.5

Each month the Office of Administration, Division of Accounting will provide to the Union by electronic means a listing of Employees who have union dues deducted from their wages or salary.

Section 16.6

The Office of Administration shall provide the Union a list of Employees eligible to be in the Bargaining Unit. This list shall include information as listed in Appendix A and shall be provided in electronic format to the Union on a quarterly basis.

Section 16.7

As a third party beneficiary of any dues deduction authorization, the Union agrees to and shall indemnify and hold harmless the State of Missouri, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as a result of this Article or from complying with any requests for termination under this Article.

Section 16.8

In the event that another Bargaining Unit in a Department under direct control of the Governor negotiates fair share fees into a labor Agreement, the language agreed upon pertaining to fair share fees will be incorporated into this Agreement as well.

Article 17
EXPENSES

Section 17.1

The Employer and the Union agree that all expenses are subject to the Code of State Regulations, State of Missouri Travel Regulations, and State of Missouri Vehicular Policy.

Article 18
EMPLOYEE APPRAISALS /LOG NOTES

Section 18.1

The Union and the Employer encourage informal conferences between Employees and supervisors to discuss work performance, job satisfaction, work related problems and/or work environment.

All Employees will receive a timely performance appraisal in accordance with departmental procedure D2-4.1, Employee Performance Planning and Appraisal, completed by their immediate supervisor and reviewed by the next level of supervision, within the time period in which it is due. The Employee's signature on the appraisal indicates the Employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. In the event the Employee refuses to sign the appraisal, this refusal will be witnessed and documented by one other staff. The appraisal shall be discussed with the Employee and the Employee shall be given a copy as soon as possible.

As part of the appraisal process, the Employee will be informed of the process and timelines for submitting rebuttals to all or portions of the appraisal the Employee does not agree with. The Employee may submit a written rebuttal to an appraisal if the Employee disagrees totally, or in part, with the appraisal. The Employee's rebuttal shall be considered part of the evaluation process with a copy attached to the original evaluation and placed in the Employee's personnel record.

A less than overall satisfactory performance appraisal may be appealed in accordance with PERforM guidelines and D2-4.1, Employee Performance Planning and Appraisal System as outlined in this Article. The signing of the performance appraisal indicates that the Employee has received and reviewed the appraisal and does not mean that the Employee agrees with the appraisal.

The appraisal shall contain information related to the Employee's performance of the duties assigned and factors related thereto occurring within the calendar year.

Following the annual performance evaluation process, the Employee's Performance Appraisal File will be purged of material, except performance appraisals, that is older than one year unless there is an ongoing investigation, pending litigation, or it is determined to be in the best interest of the Department to maintain the file longer.

Once an inquiry, complaint or investigation is complete, results of the investigation above will be included in the file in which any inquiry, complaint or investigation is mentioned. Unfinished investigations or pending discipline and pending litigation will not be considered in an appraisal.

It is understood that there are three personnel files kept on each Employee:

- a) Working File: Maintained at the work site/regional Human Resource Office of the Employee not considered to be the official file.
- b) Official File: The authorized Human Resource records of Employees that are maintained in the Department Central Office Human Resources Unit under the control of the Human Resources Director.
- c) Employee Performance Appraisal File: A file maintained by the Employee's supervisor, to monitor work performance.

The performance appraisal may be adjusted by senior level supervisors with the understanding that such changes shall be discussed with the Employee and the Employee shall be given the opportunity to comment on the appropriate section of the appraisal form regarding the changes and shall be given a copy of the revised appraisal. The Employee may submit a written appeal of his appraisal if the Employee disagrees totally, or in part, with the appraisal.

Section 18.2 Written Performance Appraisals

If work performance problems are identified, the supervisor may offer constructive suggestions and assist the Employee in resolving the problems. If needed, a performance plan will be developed, and will state specific work-performance objectives and time periods in which the problems will be addressed. The performance plan shall not be considered to be disciplinary action. It should not be punitive or threatening in nature.

The supervisor shall maintain a written record of each follow-up session within the Employee log notes and shall provide a copy of this record to the Employee immediately to keep the Employee apprised of his progress in meeting the objectives stated in the Performance plan.

Performance Plans will have a specified end date, not to exceed three months.

Performance Plan end dates will not be extended due to the supervisor's inability to properly monitor the Performance Plan or meet with the Employee as directed by the Performance Plan.

If an Employer requires an Employee to work extra hours, the Employer and Employee will work together to develop a plan for working hours (in accordance with labor laws pertaining to Code 2 Employees).

Employees will not be required to meet or work during their lunch break in order to comply with a Performance Plan nor will Employees be required to take work home to meet or comply with a Performance Plan. The Employee will be allowed representation in the Performance Plan final evaluation pre-disciplinary conference.

Section 18.3 Informal Conferences/Log Notes

The Union and the Employer encourage periodic informal conferences between the Employee and his supervisor to discuss work performance, job satisfaction, work-related problems and/or the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the Employee in resolving the problem. If needed, a corrective action plan will be developed.

Log Notes should reflect positive notations of the Employee's job performance in addition to concerns.

Counseling is not discipline and should have constructive goals, such as assisting in Employee development, or teaching or modifying behavior. The supervisor shall maintain written records of counseling efforts.

Any log notes inserted into any Employee's record detailing allegations from any source against a Bargaining Unit Employee must reflect whether the claims were substantiated. Any allegations from any source that are under investigation at the time of an appraisal will not be used against an Employee during that performance appraisal period.

When the supervisor becomes aware of significant positive or negative performance, a log note will be created and shared with the employee during the next performance conference or within the timelines outlined by

department policy and procedure, whichever occurs first. A copy of an employee's log notes will be offered to the employee within five (5) days of the notes having been presented to the employee.

Log notes should first be appealed and then can be grieved in accordance with Article 15 of this Agreement.

Article 19 **PRESERVATION OF BENEFITS**

Section 19.1

In the event that any article, section, or portion of this Agreement is held invalid, unlawful, or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect for the term of the Agreement. Under such circumstances, either party, upon written notification, may request to open the meet and confer process to consider the subject held legally invalid or unenforceable to determine whether alternative approaches and solutions exist.

The parties recognize that the provisions of this Agreement cannot supersede law. 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.

Where the implementation of any provision of this Agreement involves additional expenditure authority or the authority to reallocate funds, the provision will become effective and be implemented only upon appropriation or authorization to reallocate the funds.

Section 19.2

The parties acknowledge that during the development of this Agreement each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter regarding conditions of employment, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 19.3

Article titles and section headings have been included in this Agreement for convenience only. They are not to be considered when interpreting terms of this Agreement.

Section 19.4

Employees of this bargaining unit will be included in the Office of Administration's pay plan recommendation without favoritism or discrimination.

Section 19.5

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 legislation action or rule modification is enacted, and the funds have been appropriated.

In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the wages and fringe benefits otherwise available to the Bargaining Unit eligible Employees, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

Section 19.6 Changes in Law

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

Article 20 **JOB VACANCY POSTINGS**

20.1 Posting Job Vacancies

A job vacancy exists when the Employer decides to fill a new or existing position in the Bargaining Unit or a reorganized position within a classification.

A job vacancy within the Bargaining Unit shall be posted for a minimum of seven (7) working days on intra-office electronic communication systems, where available, and in designated locations accessible twenty-four (24) hours per day seven days per week within the agency at the facility where the vacancy exists. Such notices will specify the date, position title, contact person, specific work location, work unit, if applicable, classification(s) closing date, and job description.

20.2 Applying for Vacancies

Employees may apply for job vacancies by following procedures described in the posting. Applicants who are not selected for the position will be provided a notice from the Employer.

20.3 Selection

Selection for vacancies will be based on qualifications, relevant experience and past performance. In the event that all applicants are equally qualified then seniority will be the deciding factor.

When the Employer decides to fill a position within the Bargaining Unit, such vacancy shall be filled with the most qualified candidate for the position, as determined by the Employer. If more than one candidate within the Bargaining Unit is determined to be similarly qualified for the same position, the Employer will consider the seniority and past performance ratings.

Applicants will be notified of the final determination within thirty (30) days after the selection for a position.

If a Bargaining Unit Employee feels they have been unfairly denied a position or transfer, they may submit a written appeal within thirty (30) calendar days from the date the transfer was denied to request a written explanation for not being selected which identifies specific areas for professional development with the Division Director. Such request shall not be unreasonably denied.

Any position not filled within one (1) year of the initial posting will be reposted prior to filling.

20.4 Placement and Orientation

a) If accepted for the position, the Employee will be moved into the position normally within thirty (30) days unless operational needs dictate otherwise.

- b) Staff new to a unit will be oriented to the condition and needs of the clients in their assignment.
- c) Temporary facility transfers will be made upon mutual agreement unless facility building or grounds have become damaged or uninhabitable. If no Employees agree to accept the temporary transfer, it will be assigned to a qualified Employee with the least seniority.

Employees will not be required or requested to resign or be placed on probation as a condition of transfer within the Bargaining Unit throughout the Department of Corrections.

ARTICLE 21 **LAYOFF AND REINSTATEMENT**

Section 21.1

Layoff shall be governed in accordance with State Law, the Rules and Regulations of the Personnel Advisory Board and the Personnel Division. Layoffs shall be implemented by employment status and length of service as follows:

- a) No regular or original probationary Employee in an effected class shall be laid off until any emergency, provisional, temporary and limited temporary Employee in the same job classification are laid off.
- b) Original probationary Employees are laid off next, in order of their original appointment date.
- c) Regular, reinstatement or re-employment probationary Employees are laid off from least tenured to longest tenured as determined by MOSERS and calculated using MOSERS retirement credit, not including any purchased service.

It is the policy of the Employer to make every reasonable effort to use its Employees to perform work they are qualified to do. To that end, the Employer will not contract out Bargaining Unit work for the sole purpose of eroding the bargaining unit.

The Employer will make a reasonable effort with the contractor to ensure that Employees, who will be subject to layoff because of a decision to contract out work, secure employment with the contractor. At the request of the Union, the Employer, the Union, and the contractor will meet to discuss the employment of Employees subject to layoff.

The Employer agrees to provide the Union with immediate written notice upon the Employer's issuance of an RFP which will result in the layoff of bargaining unit Employees, make available the names of all bidders being considered during the RFP process upon bid opening prior to awarding any contract, and make available a written notice when a contract is awarded.

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

- d) Offered demotion in lieu of layoff to a lower class in the same job series or in a lower class in which the Employee held regular status, even though this action may result in a layoff in the lower class; and

e) 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.

Section 21.2

The State shall implement and maintain a reinstatement register of regular Employees who are laid off or demoted in lieu of layoff. 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 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 classes if requested by the Employee. This reinstatement register shall remain active for three (3) years. For a period of six (6) months following a layoff, any demotion, class transfers or transfers must recognize the rights of people on the reinstatement registers. Therefore, these types of changes may only be made if the person moving has higher service credit than those on the register.

Article 22 **POLICY DISTRIBUTION**

The Employer agrees to maintain an electronic version of all departmental policies and procedures that shall be accessible to Employees. A copy of this Agreement, Chapter 36 RSMo. (State Personnel Law), the Department's General Administrative Manual, the State Travel Regulations, the Division of Probation and Parole Manual or Institutional Services Manual, and the Facility Standard Operating Procedures Manual shall be available electronically.

ARTICLE 23 **COMPENSATION**

The Union will have the opportunity to annually appear before the Personnel Advisory Board to present testimony in support of salary increases, step increases, and re-positioning proposals for employees covered under this agreement. Whenever the Personnel Advisory Board makes such recommendations to the Governor and the Governor subsequently recommends to the legislature, the Employer will support the Governor's budget recommendations.

When appropriate, the Employer will continue to advocate for employee salary increases through appropriate channels, such as the Personnel Advisory Board. The Employer and 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.

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.

Subject to appropriation and funding, in the event that general structure adjustments, within-grade increases or other salary increases are approved on a statewide basis during the term of this contract, the same salary increase(s) will be applied to the salaries of employees in the current bargaining unit.

Article 24
TERM OF AGREEMENT

This Agreement shall become effective October 15, 2015, and shall remain in full force and effect through and including September 14, 2018 upon ratification and signatures of the parties. 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 ninety (90) days prior to the expiration of the Agreement.

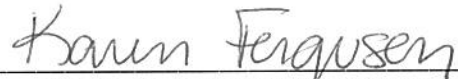
Signatures

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.

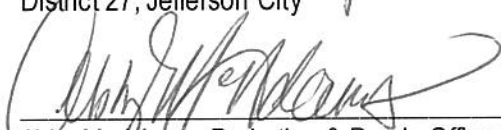
For Service Employees International Union, Local 1:



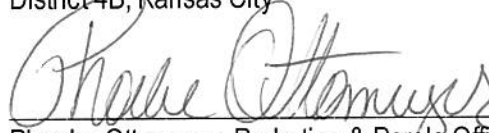
Nancy E. Cross, Chief Negotiator
Vice President, SEIU Local 1 – MO Division




Karen Ferguson, Probation & Parole Officer II
District 27, Jefferson City



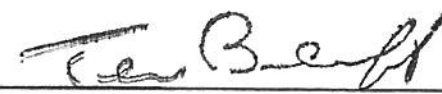
Abby McAdams, Probation & Parole Officer II
District 4B, Kansas City



Phoebe Ottomeyer, Probation & Parole Officer II
District 15, Hillsboro

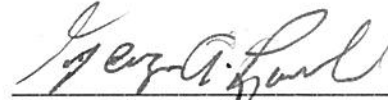


Rhonda Muenks, Probation & Parole Officer II
District 27, Jefferson City




Thomas Balanoff
SEIU Local 1 - President

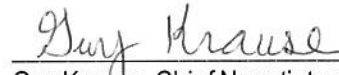
For the State of Missouri:



George A. Lombardi, Director
Department of Corrections



Ellis McSwain, Chairman
Board of Probation & Parole



Guy Krause, Chief Negotiator
Office of Administration

APPENDIX A
INFORMATION FIELDS FOR QUARTERLY ELIGIBLES REPORT

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

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
36	WORK_CNTY_CD	Standard county abbreviation associated with the county in which the person works.
37	WORK_CNTY_LNG_DESC	Work County Long Description
38	WORK_LOC_CD	Location Code identified as the work location.
39	WORK LOC LONG DESC	Work Location Long Description
40	WORK LOC ADDR LINE 1	First line of the street address.
41	WORK LOC ADDR LINE 2	Second line of the street address.
42	WORK LOC 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).**