

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 Assistants I/II Bargaining Unit

4/15/2016 to 4/14/2018

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PREAMBLE

This Agreement is entered into by the Department of Corrections, hereinafter known as "Employer", the Office of Administration, (Employer and Office of Administration are hereinafter referred to collectively as the "State") and the Service Employees International Union, Local 1 hereinafter known as "Union", on behalf of the eligible bargaining unit employees, as described below.

The State 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 **RECOGNITION**

Section 1.1

Employer recognizes the Union as the exclusive bargaining representative for all eligible employees described below for the purpose of meeting and conferring pursuant to the statutory provisions of Sections 105.500 - 105.530 RSMo.

Section 1.2

The Scope of this unit is described to include all eligible employees in facilities or assigned to units operated by the Department of Corrections of the State of Missouri who are employed only in the classifications of Probation and Parole Assistant I and Probation and Parole Assistant II but excluding those who are managerial, supervisory, confidential, part-time, temporary, emergency and provisional or who are otherwise excluded by law, or who occupy classifications not listed in this Article. The inclusion of original probationary employees in this unit is not intended to accord such employees with the same status or rights as those of regular full time employees.

Section 1.3

In the future should new classifications be established by the Personnel Advisory Board and utilized by the Department, upon request from the Union, the parties hereto shall meet and confer to determine whether such positions are to be included in this bargaining unit. If a decision cannot be reached the issue shall be resolved by the State Board of Mediation pursuant to its rules.

Section 1.4

Employer will not meet or confer with any other union or employee association with reference to changes or improvements in terms and conditions of employment of employees.

Section 1.5

In accordance with Department of Corrections policy, D1-2.1(D)(15) when new or revised policies and procedures are issued, each work location will post the procedure and accompanying memorandums for 30 days on major bulletin boards to which all staff have access.

Section 1.6

For the purposes of this Agreement, a representative is a person authorized by an employee or a group of employees to provide advice and assistance to the employee or group of employees as determined by Agreement. The representative is a department employee who has been designated by the Union and the Union membership.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1

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

Section 2.2

These rights include, but are not limited to:

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

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

Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Agreement.

ARTICLE 3

NO STRIKE 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 105.530 RSMo.

ARTICLE 4
NON-DISCRIMINATION

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 law, and department policy, without regard to race, age, sex, religion, color, national origin, political affiliation, disability or sexual orientation, or Union membership status or lack thereof.

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

ARTICLE 5
UNION BUSINESS

Section 5.1

- a) The Employer agrees to install a union-provided bulletin board at each employer-controlled worksite for the purpose of posting Union notices and other communications with bargaining unit employees. The bulletin board shall be placed inside the work or break area so that all bargaining unit employees have access to it. It shall be placed for easy and unobstructed viewing by the employees.
- b) The Union will furnish the Employer, in advance, with a copy of all literature to be posted by the Union. The information to be posted shall not be obscene, inflammatory, derogatory, or political except that election material listing who is running for the facility representative position and/or union positions may be posted on such bulletin boards.
- c) Any material the Employer alleges to be inappropriate as defined in Article 5.1 (b) shall promptly be removed by the Union or the Employer. If any material is removed by the Employer, the Employer agrees to immediately notify the Union of such actions and the reasons for removal as soon as reasonably possible. The Union steward or representative may refer the removal of material to Central Office for review and if no agreement can be reached as to the appropriateness or inappropriateness, then the matter can be grieved.

Section 5.2

- a) The Union Representative/Designee shall be allowed contact with employees during their work time on Employer's premises when preparing grievances under this Agreement provided such contact does not interfere with operations, as reasonably determined by Employer. Before engaging in any activity or leaving the duty station the Representative/Designee, shall obtain the permission of their immediate supervisor who is not a member of the bargaining unit. The Representative/Designee shall state the nature of the business, locations and employees to be visited. Permission shall not be unreasonably denied. This should not interfere with the work of the state.
- b) The Union agrees to provide the Employer with the names of its representatives and alternates and their respective jurisdiction. Employer shall recognize no more than one (1) representative/steward for each fifty (50) bargaining unit employees per facility plus appropriate alternates. In facilities which have fewer than fifty (50) bargaining unit employees, the Employer shall recognize one representative/steward. No more than three (3) alternate representatives/stewards shall be designated per facility which employs fifty (50) or more bargaining unit employees. No more than one alternate representative/steward shall be designated in facilities which employ fewer than fifty (50) bargaining

unit employees. Arrangements for representation or assistance will not delay the proceedings.

- c) Employer shall recognize representatives/stewards at any new facility in the same manner.

Section 5.3

- a) Recognized representatives of the Union will be permitted reasonable access to bargaining unit employees during non-work time and in non-work areas to discuss Union related business. Access will also be granted for meetings with management at mutually agreeable times and to post information on bulletin boards. Prior to admission to the facility the Union Representative shall state to the facility head or designee the need to conduct Union business and the persons to be contacted. Such access shall not be unreasonably denied.
- b) An area designated by the Employer shall be used by the Union Representative to meet with employees, pursuant to this section. Such meetings shall not disrupt facility operations.
- c) Employees when conferring with the Union about work related problems shall have the right to privacy.

Section 5.4

- a) Consistent with the staffing needs of the Employer, the Employer agrees to allow representatives the use of five days of leave without pay for the purpose of engaging in Union training/meetings, in accordance with the provisions of this Agreement. The Employer agrees to allow use of annual or compensatory time for ten (10) 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. This time shall not exceed fifteen (15) days per year per representative/steward. The Employee shall choose what type of leave will be used.
- b) Consistent with staffing needs the Employer may grant leaves of absence without pay for representatives/stewards for the purpose of engaging in Union activities under the leave of absence 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.
- c) Prior to entering into meet and confer the parties will meet to develop and agree to ground rules. Employer agrees to grant administrative leave with pay for the agreed upon number of employees for the purpose of participation in the meet and confer process including reasonable travel time to and from each session. During the process the Union and Employer agree there will be no overtime accumulated. In situations when meet and confer sessions and reasonable travel time do not last eight (8) hours, the Employee shall confer with their supervisor to receive direction about reporting for duty. Any hours in excess of eight (8) hours per day will be at the Union or employees' expense.

Section 5.5

When an employee is newly employed, Employer agrees to provide such employee, in addition to any other material which Employer provides new employees the following:

- a) A written notice provided by the Union and approved by the Employer stating that the Union is recognized as the exclusive bargaining representative of eligible employees employed by the Department of Corrections and that there is currently an Agreement in effect between Employer and Union concerning the terms, conditions and privileges of employment.
- b) 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.

- c) 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 ten (10) 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 5.6

Employees and/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.

ARTICLE 6

PAYROLL DEDUCTION OF UNION DUES

Section 6.1

If authorized by an employee on the designated form, Office of Administration, Division of Accounting shall deduct Union dues from the wages and salaries of the employee. Under Office of Administration, Division of Accounting procedures, the Employer shall remit deductions to the Union to the address provided by the Union. No deductions shall be made for initiation fees, fines, or assessment.

Section 6.2

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 prorated semi-monthly Union dues. When an employee is in non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. Both parties recognize that deductions such as social security and federal and state income tax shall have priority over Union dues.

Section 6.3

Employer shall deduct Union dues on the next available payroll period following the receipt of the written authorization by the appropriate Department of Corrections Probation and Parole Central Office Personnel Unit, 3400 Knipp Drive, Jefferson City, MO 65109.

Section 6.4

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

Section 6.5

Neither party shall intimidate, coerce, harass, or compel any employee to agree or disagree to a payroll deduction, nor shall either party intimidate, threaten, coerce or compel an employee to stop deductions from their wages.

Section 6.6

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 6.7

Any employee who has previously submitted a written authorization for voluntary membership dues to the Union may revoke the authorization upon leaving a position within the Bargaining Unit or during the month of January. This shall be done by submitting a written statement stating their wish to stop dues deductions to the Department of Corrections, Probation and Parole Central Office Personnel Unit, 3400 Knipp Drive, Jefferson City, Missouri 65109. The employee should also submit a copy of the written statement to Service Employees International Union (SEIU) Local 1, 2725 Clifton Avenue, St. Louis, Missouri 63139.

The deduction will be stopped by the Probation and Parole Central Office Personnel Unit on the next available payroll period following the receipt of the written revocation statement from the employee.

Section 6.8

The Office of Administration shall provide the Union a list of bargaining unit employees who have Union dues deducted. This shall be provided to the Union on a semi-monthly basis.

Section 6.9

The Office of Administration shall provide to 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 6.10

The Employer will not solicit resignations from the Union.

Section 6.11

In the event that another bargaining unit negotiates agency shop in their Agreement, the Agency Shop will apply to this Agreement as well.

ARTICLE 7 EMPLOYEE RIGHTS

Section 7.1 Union Representation

- a) The Union recognizes the right of the Employer to question any employee about a matter that could lead to disciplinary action. The Employer agrees to notify the employee within three (3) business days of the scheduled pre-disciplinary meeting unless an emergency situation dictates otherwise. A bargaining unit employee shall be entitled to advice or assistance by a coworker or a representative of the Union at this meeting if the employee reasonably believes a 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. It will be the sole responsibility of the employee to contact the Union for assistance/representation and to allow ample notification for adequate advice or assistance.
- b) In order for the employee to be allowed union representation and assistance during a meeting, the meeting between the employer and 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.

- c) The arrangements for advice or assistance shall not delay the proceedings. Employees will not withhold information from his superiors or co-workers which affects or could affect the ongoing operations of the state government or the department.

Section 7.2 Performance Appraisals

All bargaining unit employees shall receive a timely performance evaluation completed by their immediate supervisor and reviewed by the next higher level of supervision, within the established time frame.

Following the annual performance evaluation process, the employee's Performance Appraisal Files will be purged of supporting material that is older than one year, unless there is an ongoing investigation or pending litigation.

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

- a) Working File - Maintained at the worksite/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 immediate supervisor to monitor work performance.

If the Employer uses information from any employee file, the Employer will consider the age and relevance of such information when making an employment decision.

Section 7.3 Other Performance Documentation

- a) Performance Log Notes and counseling shall not be considered discipline.
- b) The Employer agrees that counseling is an effort on the part of a supervisor to provide an Employee, feedback regarding on the job activity. It is meant to be a device, clarifying what has occurred and what is expected. Counseling shall not be disciplinary in nature and should have constructive goals, such as assisting in Employee development, or teaching or modifying behavior. The Employer agrees that all performance related entries concerning counseling shall be initialed by both the supervisor and the employee. Entries not initialed by the employee should be noted as such and may contain a written statement from the employee concerning the entry and explaining the reason(s) the employee declined to initial the entry.

Upon verbal or written request, the employee will be provided a copy of any documentation at the time of such documentation. Initialing the performance documentation indicates that the Employee has received and reviewed the documentation and does not mean that the Employee agrees with the documentation.

- c) All supervisors will keep an employee performance file. This file is to remain confidential, but will be available for review by the employee in the presence of the immediate supervisor. At the request of the employee, a Union representative may also be present and review these files. The Employee name and title and the supervisors name will be entered on the Performance Log.

Section 7.4

Employees shall have the right to inspect their files as listed in 7.2. One copy of any material that is in files as listed in 7.2 shall be made available upon an employee's request and the employee will be responsible for making their own additional copies outside of their facility. All negative performance log entries placed in these files shall be signed and dated by the individual making the entry and shall be presented to the Employee no more than five (5) working days after the entry. The Employee will be asked to initial the log entry to indicate that he has seen the entry and discussed it with his supervisor. If the Employee chooses not to initial, such fact shall be noted on the document. The individual making the entry shall explain to the Employee that in accordance with department procedure D2.1, the Employee may present written documentation why he is in disagreement with the entry within ten (10) working days. The Employer shall provide the Employee with written notice disciplinary actions. Copies of the letter of discipline shall also be placed in the employee's performance appraisal file in accordance with Section 7.2.

Section 7.5

The Employer and Employees agree that offenders, as well as unauthorized staff, shall not have access to personnel information about Employees.

Section 7.6

- a) The Employer shall maintain an Employee information center in each facility. This information center shall be available to employees on each shift. A copy of all Post Orders and a copy of this Agreement shall be available at the Employee Information Center, as will all informational posters required to be posted by state or federal law. Employees shall report any missing items to the facility Chief Administrative Officer so the items can be replaced. State Personnel Law, Department Procedures, the Institutional Service Manual, and the Facility Standard Operating Procedure Manual shall be available to all staff on the agency computer network.
- b) Upon request Employer agrees to make available information regarding ADA, FLSA, and FMLA.
- c) The Union shall be provided by the Employer with a copy and updates of all departmental and institutional procedures. The Employer shall submit this information to the Union in electronic format.

Section 7.7

- a) Employees have a right to suggest changes in facility practices and policies or Department practices or operating regulations.
- b) Employees have the right to participate in the management of the Union and to act for the Union in the capacity as a member representative(s). As such the employee maintains the right including but not limited to respectfully present the Union's views to elected official, the general public, or other appropriate authorities. In such instance the employee will act in his individual capacity and not as a representative of his department.

Section 7.8

Employer shall respond to employees' written request for use of sick leave, within forty-eight (48) hours of application for scheduled medical appointments. Written verification of the appointment may be requested by the Employer.

Section 7.9

Employer agrees that each Employee assigned to a Community Supervision Center or Community Release Center shall be granted up to two weeks guaranteed vacation each year so long as the employee has such annual leave or compensatory time available for use. Subject to staffing or other operational needs, requests to utilize annual leave or compensatory time will not be unreasonably denied. The Employee shall apply for such leave before January 15th of each year. This leave shall be granted on a seniority basis only, and guaranteed vacations shall be posted no later than February fifteen (15) of the same year.

Annual leave balances over the employee's applicable maximum balance will be managed in accordance with state regulations (1CSR 20-5.020(1)(D)). Employee compensatory time balances (state, federal and holiday) will be managed in accordance with the Code of State Regulations, Department of Corrections policy (D2-8.4) and RSMo 105.935, if applicable. However, the Employer will consider all requests to retain a total compensatory time balance for more than 80 hours. Request to retain a total compensatory time balance for more than 80 hours will not be unreasonably denied.

Section 7.10

The Employer is responsible for scheduling compensatory time off and proper staffing of facilities. In addition to the two weeks guaranteed seniority based leave, employees may request to utilize additional compensatory time off. Subject to staffing or other operational needs, requests to utilize additional compensatory time off will not be unreasonably denied. The Employer will respond to an Employees written request by returning Employees written request either approved or denied within a reasonable period after receiving the request.

ARTICLE 8 BIDDING

The Employer and the Union agree that in order for the Department of Corrections to operate as efficiently and effectively as possible while maintaining an appropriate level of objectivity in the assignment of probation and parole assistant staff positions, such assignments shall be made in accordance with the Department's policy, D2-2.22, Job Assignment Bids.

Eligible candidates will be evaluated based on:

- a) Seniority within the classification
- b) The ability to perform the duties of the posted position
- c) The performance appraisal rating must be successful or above
- d) Employees may be excluded from consideration for any of the following reasons:
 - Pending or current disciplinary action which would include a Letter of Reprimand or higher;
 - Pending or current administrative inquiry or investigation; or
 - A current employee performance improvement plan due to less than successful performance appraisal.

In the event that an employee is denied the opportunity to bid, the denial will be given to the employee in writing.

Bid assignments not awarded based on the above criteria are grievable. If an employee who is not awarded a bid for an assignment believes that the decision was based on factors other than those listed above, he

or she may file a grievance. In this circumstance, if the bid was not awarded in accordance with these criteria, the employee who was awarded the bid will be returned to their previous assignment and the employee who best meets the bidding criteria will be awarded the bid.

If the previous position of the employee who was originally awarded the bid is not available, either because it has been eliminated or another employee has bid into this position, then the employee will be assigned to an available position in accordance with Section 13.3 of this agreement.

ARTICLE 9

EMPLOYEE INVESTIGATION AND DISCIPLINE

Section 9.1

Disciplinary action may be imposed upon 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 9.2

a) If an employee is questioned about a matter that he reasonably believes may result in 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, who may be a local Union representative, or Union Steward within his district/facility. In the event that no local steward is available, the employee may request a steward from a neighboring district/facility.

b) The employee will be given an opportunity to respond to the charges and allegations. The Union representative will be allowed to provide advice and counsel to the employee during the meeting; 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.

c) 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. Arrangements for obtaining coworker advice or assistance will not delay the proceedings. 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/designee from referring the matter to the Division Director.

d) Prior to the conclusion of the Pre-Disciplinary meeting, and after the employee has been given an opportunity to make a voluntary statement, the Union representative shall be allowed to make a brief closing statement.

e) 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.

f) 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.

Section 9.3

Employees under investigation should be informed of the outcome once the investigation is complete.

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

ARTICLE 10 ATTENDANCE & LEAVE

Section 10.1 General Provisions

All leave will be governed by applicable laws, and regulations. All forms of paid leave may be used in 1/4 hour increments.

Section 10.2 Holidays

The Employer shall grant holidays as provided in applicable laws and regulations. Additional holidays may be granted by the Governor or the President of the United States. Nothing in this Agreement shall be construed to establish any right to a paid holiday. 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.

Section 10.3 Holiday During Vacation

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.

Section 10.4 Payment Upon Separation

Upon separation due to resignation, layoff or dismissal, the employee shall be paid for all compensatory, holiday, and annual leave time accrued but not used, up to the maximum allowable, upon their exit from employment. In the event of 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.

Section 10.5 Attendance in Court

Any employee called for jury duty or in compliance with a subpoena to appear in court or before a judge, any legislative committee or any officer board or body authorized to conduct any hearing or inquiry, shall be allowed time off with pay.

In the above referenced situation, employees who work evening or night shift may request to use compensatory or annual leave for all or part of the shift prior to the day of the appearance, or may request a day shift job assignment until their obligation in court is completed. The employee may subsequently submit a request to change previously approved leave to administrative leave based on the number of actual hours spent on jury duty or subpoena.

Employees who appear as witnesses in official capacity may not retain any witness fees and shall surrender any such payment to the Employer.

When an employee is attending court as a plaintiff or defendant on non-work related matters in a case not arising out of employment he may use accrued annual or compensatory leave in accordance with State

regulations and Department leave procedures. In the event that an employee has exhausted their annual leave and compensatory leave, leave without pay may be requested. Such leave shall not be unreasonably denied.

Section 10.6 Promotional Examinations/Promotional Interviews

Employees shall be granted administrative leave, when possible, to participate in promotional examinations and interviews for positions in the Department of Corrections. Approval will be by the facility head at the work location the employee is assigned. Appropriate travel time, accruing during work hours, will be considered in the granting of administrative leave. This shall not serve to extend the workday or cause overtime to be earned. Employees will notify timekeeper/supervisor of first knowledge of receipt of promotional examination notification. Administrative leave for the purpose of promotional examinations /interviews shall not be unreasonably denied.

Section 10.7 Sick Leave

- a) The employee may utilize compensatory or annual leave in lieu of sick leave with supervisory approval.
- b) Sick leave may be used when an employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, child birth and recovery from them or periods of time required for medical, surgical, dental or optical examination or treatment, or where the employee has been exposed to contagious disease and the employee's presence on the job might jeopardize the safety of other staff or offenders.
- c) Sick leave may also be used for loss of time due to the 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. The final decision concerning the granting of leave under this paragraph shall rest with the appointing authority in accordance with Departmental policy and shall be based upon the degree to which the employee is responsible for providing personal care and attention.
- d) If misuse/abuse of sick leave is suspected the employee may be required in writing to produce a medical statement for any future use of sick leave for a period of time not to exceed six (6) months.
- e) When medical verification of illness is required, it shall be the employee's sole responsibility to provide the employer with this verification. It is the responsibility of the Employer to file and maintain the statements.
- f) Employer shall respond to employees' written request for using sick leave within forty-eight (48) hours of application for scheduled medical appointments. Written verification of the appointment may be requested by the Employer.

Section 10.8 Annual Leave

The Employer is responsible for scheduling annual leave and proper staffing of facilities. Employees may request to utilize annual leave. The Employer will respond to an Employees' written request by returning Employees written request either approved or denied within a reasonable after receiving the request.

Section 10.9 Compensatory Leave

Employer is responsible for compensatory time off and proper staffing of facilities. Employees may request to utilize compensatory time. The Employer will respond to the Employee's written request either approved or denied within a reasonable period after receiving the request.

ARTICLE 11 **OVERTIME**

Section 11.1

When overtime is deemed necessary by the Employer it will be assigned on a voluntary basis when possible. In the event there are not enough volunteers, mandatory overtime assignments shall be distributed equitably among all employees of the bargaining unit. A mandatory overtime list for each shift, which will initially be based on inverse seniority, will be established and maintained for the purpose of equitable distribution of mandatory overtime. Once an employee has worked two (2) or more hours of overtime either before or after his shift, his name shall be moved to the bottom of the list. When mandatory overtime is necessary it will be assigned beginning with the first Employee at the top of the list. In this circumstance, staff will be given as much notice as possible that they are required to work overtime. The mandatory overtime list must be posted in a location that is easily accessible to all employees at all times.

An employee called to work mandatory overtime prior to his shift may be allowed to flex the hours at the end of his shift or at another time during the work week, contingent upon the operational needs of the facility.

In the event that an employee has accrued overtime, said employee can choose to use compensation time or be paid overtime, pending the availability of funds.

Section 11.2

The Employer will comply with the Federal and State Laws, Regulations and Department Policies regarding the accrual and payment of overtime.

ARTICLE 12 **GRIEVANCE**

Section 12.1 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 12.2 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 12.3 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 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.

Section 12.4 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, and, at the request of the employee a meeting shall be scheduled by the Division Director or designated person for any dismissal, demotion, or suspension of more than five (5) days. For all other grievances filed at Step 3, based on information submitted with the grievance, the Division Director, or designee, may elect to hold a meeting to discover additional information. The same time limits for processing a grievance apply.

Section 12.5 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, and a meeting may be scheduled by the Division Director or designated person. Consolidation may result in the accelerated handling of the grievance or may result in movement to a higher step in the procedure without completion of earlier steps.

Section 12.6 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. The form must be signed by the employee or the Union representative in the case of a Union grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps. The Chief Administrative Officer shall meet with the employee and their representative 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 appropriate Union representative. 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 in writing to the Regional Administrator within fourteen (14) calendar days from receipt of the Step one 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/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.

Section 12.7

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 any thing 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 that authorizes an alternative dispute resolution. If the authority of an arbitrator is diminished pursuant to court action or statutory changes, those decisions or statutory changes will prevail. The arbitrator will recognize the statutory and regulatory requirements of the Employer.

Arbitration Costs

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

Arbitration Selection

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

Arbitration Decisions

The decision and award of the arbitrator will be final and binding on the Employer, the Union and the employee or employees involved, unless judicial review is sought. 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.

Section 12.8 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, 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.

Section 12.9 Time Off

The grievant and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union steward or 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 that 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.

Meeting Space and Equipment Use

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

Pertinent Witnesses and Information

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

Section 12.10 Time Limits

- a) 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.
- b) 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.
- c) If the Employer does not answer a grievance or appeal within the specified limits, the Union may elect to consider the grievance/appeal denied and proceed to the next step in the grievance procedure.
- d) The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an answer/response/decision will constitute a timely response if postmarked within the answer period.

ARTICLE 13 SCHEDULES AND ASSIGNMENTS

Section 13.1 Scheduling Practices

Work schedules will be established by the Employer in compliance with this agreement and to meet work site needs. The Employer agrees not to change an employee's permanent schedule, except in the case of emergency or unusual circumstances, without first notifying the employees thirty (30) calendar days in advance of the changes, unless the employer and the employee mutually agree to make the change sooner. Nothing in this Article may be used to circumvent the bidding procedure.

Section 13.2

- a) Rest Periods: To the extent possible, the normal 8 hour work day shall contain 2 rest periods, not to exceed 15 minutes each. An additional rest period shall be granted for each 4 hours of additional duty time.
- b) Meal Periods: Whenever possible, work schedules shall allow for a meal break as close to mid shift as possible. If shift hours and meal times where meals are provided at the work site do not coincide, meal breaks may be altered to fit the needs of the facility. Meal breaks will not be considered rest periods. The length of the scheduled meal period shall be in accordance with the work schedule.

1. If the work schedule is more than 8 hours per day, the schedule should include a 1/2 hour to 1 hour meal period, unless the employee is responsible for continuously supervising offenders or cannot be relieved from her/his duties.

2. Meals should be scheduled by the chief administrative officer/designee to ensure coverage at all times so as to not compromise operations. If an employee is going to deviate from her/his established meal period, it must be approved by the immediate supervisor in advance.

3. For code 2 employees, meal periods cannot become a part of a work schedule, either at the beginning or the end of a work day.

Section 13.3 Changes in Work Schedule

Changes in duties or work assignment that do not require a change in shift or days off may be made as needed.

- a) When changes to an employee's shift or days off occur due to a permanent reassignment other than those that occur as a result of the elimination of the employee's assignment, ~~either~~ the employee will be given as much notice as possible and practical under the circumstances to make the necessary arrangements for the adjustment. Notice of such changes will be at least thirty (30) calendar days-
- b) When changes to an employee's shift or days off occur as the result of his position being eliminated the employee will be given as much notice as possible and practical under the circumstances to make the necessary arrangements for the adjustment. Notice of such changes will be at least thirty (30) calendar days unless an immediate need or emergency exists or is mutually agreed upon between the employee and the Chief Administrative Officer.
- c) Notwithstanding the above provisions, the employer may temporarily assign employees to a different work assignment on a daily basis. Temporary assignments will not be used for more than 60 days. The temporary assignments will not be used to circumvent assigned work schedules.

Section 13.4 Reinstated Positions

In the event of a position being eliminated and then reinstated, where the employee was laid off or demoted in lieu of layoff, certification from the reinstatement register first shall be limited to previous employees of the division of service until all the available employees have been reinstated in order of rank on reinstatement register. In the event the reinstatement register is exhausted, then ~~if~~ the position shall be placed as an open bid using the guidelines established by Departmental policy and this Agreement.

ARTICLE 14 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.

ARTICLE 15 **LAYOFFS**

Section 15.1

Reinstatements from layoff will be governed by the rules of the Personnel Advisory Board (1 CSR20-3).

The State shall implement and maintain reinstatement registers of regular employees who are laid off or demoted in lieu of layoff. The division or department shall offer reinstatement to individuals on the reinstatement registers when a vacancy becomes available in the division or department from which the employee was laid off, which may be in any area in which the employee is willing to work.

Section 15.2

Reinstatement following layoffs will be conducted as per Article 13.4 of this Agreement.

ARTICLE 16 **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 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 three employee representatives designated by the Union to discuss mutually agreed upon topics concerning the administration of the Agreement or Department policy. Such meetings will be held at a mutually agreeable time and location. The Office of Administration shall normally attend these meetings.
- b) These meetings will be held during normal working hours with no loss of pay for those attending. This shall not result in the earning or accrual of overtime compensation. The duration of the meeting will be determined by the agenda items but no longer than two (2) hours unless mutually agreed upon to extend the meeting time.
- c) The Union and the Employer shall exchange proposed agendas along with names of committee members, at least fifteen (15) working days prior to meeting to allow both sides to prepare for a productive and informative exchange. Travel expenses, excluding meals and lodging, will be reimbursed in accordance with state travel regulations and departmental policies. Reimbursement for all or partial travel expenses may be waived by mutual agreement.

ARTICLE 17

SAFETY and HEALTH

Section 17.1

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.

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.

Section 17.2

It is agreed that anyone carrying a weapon shall be fully qualified and trained in the proper use of that weapon. All Probation and Parole Assistants who are authorized to carry a firearm in the performance of their duties shall attend training classes as required.

The Department shall provide any necessary self-defense and first aid training to prepare employees who have significant offender contact with techniques that they may use in dealing with Department offenders and in handling situations which may involve carrying out the responsibilities of their tasks. Time spent in training shall be considered work time and reimbursement for expenses shall be as set forth in State Travel regulations.

Section 17.3

Any time an employee is assaulted or it is believed that there is an immediate threat of assault which arises out of the employee performing his duties, appropriate law enforcement officials should immediately be notified. The Employer will press for prosecution of the perpetrator of an assault against any employee or his family or properties. The Union will be on the distribution list of all incident reports. The Union will also receive copies of letters submitted to Prosecuting Attorneys in support of prosecution.

Both the Employer and Union acknowledge that "verbal threat" will be supported by the agency for prosecution if such verbal threat is determined to be unlawful.

Section 17.4

It is agreed that should the Employer require employees to carry pepper spray or mace that the Employer shall furnish pepper spray or mace 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 17.5

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 steward, the steward will be notified of said inspection so that steward may be present and accompany the Employer representative to point out possible problem areas or conditions. 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 Steward within thirty (30) days of the inspection.

Section 17.6

The Employer agrees to pursue methods for the improvement of officer notification of offender assault behavior toward staff. Such methods may include, but are not limited to the following:

1. Improvements to the department computer system; and
2. Documenting incidents of verbal or physical threats and/or assaults in the comment section of face sheets.

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

Section 17.7

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. 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 17.8

Any person in the facility found to be carrying a weapon, in violation of the law shall be reported to the appropriate enforcement agency.

Section 17.9

The PPA may request a review of shift workload at the PPA level from the District Administrator/Superintendent for that office and may meet with the District Administrator/Superintendent to discuss shift workload. If the Union reasonably believes that there is not an equitable distribution of shift workload and is not satisfied with the results of the review and discussion with the District Administrator/Superintendent, a Union Representative and PPA can request a meeting with the District Administrator/Superintendent to review the shift workload and to discuss potential remedies. This provision is intended to encourage communication between management and the workforce.

Section 17.10

The Employer encourages the Union to raise potential issues and offer recommendations with respect to workload management issues, including but not limited to job assignments, duplication of tasks, division of labor, and job descriptions.

Article 18
SAVINGS CLAUSE

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

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

Article 19
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.

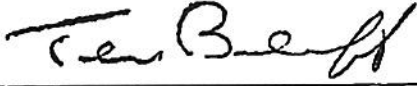
TERM OF AGREEMENT

This Agreement shall become effective April 15, 2016 and shall remain in full force and effect for a term of two years through and including April 14, 2018 upon ratification and signature of the parties. Thereafter, and upon mutual consent of the parties, this Agreement may be extended in increments of up to one year. These extensions shall not exceed three years in total. Written notice of extension or notice to meet and confer shall be made at least ninety (90) days prior to the expiration of the Agreement.

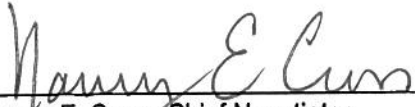
Signatures

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



Thomas Balanoff, President
SEIU Local 1



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

For the State of Missouri:



George 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	SUFN_CD	A name suffix such as Jr., Ph.D., or III.
22	SUFN_LONG_DESC	Name Suffix Code Long Description
23	EMPS_CD	An employment status in which employees are eligible for the deduction.
24	EMPS_LONG_DESC	Employment Status Long Description
25	JOBS_CD	Indicates whether and employee's assignment is temporary, probationary, etc.
26	JOBS_LONG_DESC	Job Status Code Long Description
27	CIVS_CD	Identifies the Merit &/or Uniform Classification and Pay status of the employee. (Merit Classified, UCP Classified and Non-Merit, Non-UCP)
28	CIVS_LONG_DESC	Civil Service Status Long Description
29	PCT_FULLTIME_PCT	Indicates the percentage of a Full-time Equivalent year an employee will work in a position. (Ex. an employee working half-time would have 0.5000 in this field; a full-time employee would have 1.0000 in this field.)
30	AMT_BASIS_ID	Identifies the basis in which an employee's salary is stated: (A = Annual Salary, H = Hourly Rate, D = Daily or Per Diem Amount, and P = Pay Period Amount)
31	AMT_BASIS_DESC	Describes the basis in which an applicant's or employee's salary is stated: (Annual Salary, Hourly Rate, Daily or Per Diem Amount, and Pay Period Amount).
32	BASE_PAY_RATE_AMT	Base pay salary for an employee according to the given amount basis.
33	DIFF_PAY_RATE_AMT	Differential pay for an employee according to the given amount basis id.
34	TOTAL_PAY_RATE_AMT	Total Pay Rate Amount is the base pay for an employee plus their differential pay.
35	OTHER_PAY_PERD_AMT	Component of salary for an employee that is not considered base pay or differential pay.

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

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

Probation and Parole Assistants I and II Labor Agreement dated October 15, 2010

ADDENDUM #1

LETTER OF UNDERSTANDING

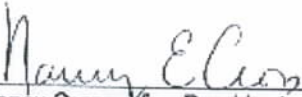
BETWEEN

THE DEPARTMENT OF CORRECTIONS, DIVISION OF PROBATION & PAROLE

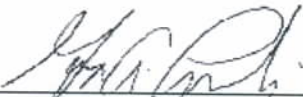
AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)-LOCAL 1

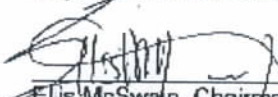
By affixing their signatures below, the Parties agree that the term "Seniority" as referenced in Article 7 (Employee Rights), Article 8 (Bidding), Article 10 (Attendance and Leave), and Article 11 (Overtime) shall be defined as the length of an employee's continuous service with the Department.



Nancy Cross, Vice President
SEIU Local 1-Missouri Division



George A. Lombardi, Director
Department of Corrections



Elis McSwain, Chairman
Board of Probation and Parole



Jeffi Denton, Chief Negotiator
Office of Administration