

# **AGREEMENT**

**Between**

**The Department of  
Mental Health and the Department of Public Safety, Missouri  
Veterans Commission,  
State of Missouri**

**And**

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

*Patient Care Support Bargaining Unit*

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## **PREAMBLE**

This Agreement is entered into by the State of Missouri (Department of Mental Health and the Department of Public Safety, Missouri Veterans Commission), hereinafter known as “Employer”, and AFSCME Council 72, hereinafter known as “Union”, on behalf of the eligible employees in the Patient Care Support bargaining unit, as described in Appendix A. It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between Employer and Union. Therefore, the parties agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

## **Article 1** **RECOGNITION**

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

The Employer recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 72 on behalf of its affiliated locals, as the sole and exclusive bargaining representative in the unit described in Appendix A to meet, confer and discuss proposals relative to salaries and other conditions of employment of the employees of this bargaining unit in accordance with RSMo 105.500 – 105.530. The Employer will permit access to the Union so that it may represent its members in accordance with applicable state or federal laws or regulations. The Employer will not meet and confer or bargain with any other Union or employee association with reference to changes or improvements in terms and conditions of employment of employees in this bargaining unit.

### **Section 2. Scope of Unit**

The scope of this unit is described to include all eligible employees of the Employer who are employed in the classifications listed in Appendix A, but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, provisional, or who are otherwise excluded by law, or who occupy classifications not listed in Appendix A.

The parties agree to discuss the status of unclassified, full-time employees who perform bargaining unit functions.

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

The Employer will use qualified employees to perform the work of the bargaining unit and avoid, insofar as is practicable, assigning bargaining unit work to or filling bargaining unit vacancies with non-bargaining unit employees.

## **Article 2**

### **UNION RIGHTS**

#### **Section 1.**

The parties recognize that, in accordance with 105.500 – 105.530 RSMo and the terms of this Agreement, any employee of the bargaining unit who requests Union representation pertaining to conditions of employment will be afforded this right. The parties agree that the intent of the following Section is to provide guideline for administering such representation.

#### **Section 2. Union Activity and Work Place Access**

- a) Activities permitted without loss of pay under this section include, pursuing, processing, and presenting bargaining unit employees' grievances and representing said employees in meetings with management. Time off for activities outlined in this section will not be unreasonably denied. Work devoted to Union responsibilities will not cause the day to be extended or overtime to be earned. All of the activities referenced in this section are permitted, provided that these activities do not interfere with the necessary operations of state facilities and the work of those involved.
- b) Each steward must notify his/her supervisor and obtain approval prior to leaving his/her work area or assignment, with as much advance notice as is practical according to the circumstances, and must notify the supervisor upon return to the work area or assignment. Approval will not be unreasonably denied.
- c) On-duty Union stewards or officers from other work locations arriving at a work location to represent an employee will obtain approval from the work location head or designee of their work area and from the work location head or designee of the work area to which they are going. Such approval will not be unreasonably denied. Off-duty Union stewards or officers must follow these procedures, also obtaining approval at the facility or site level as appropriate. Such approval will not be unreasonably denied.

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

- d) Non-employee Union representatives can perform the activities referenced in this section, but must obtain approval from the facility or work site head or designee when entering the facility or work site, as feasible and appropriate. Access will not be unreasonably denied.
- e) Employees, when conferring with the Union and its representatives (employees or non-employees) about work-related problems, have the right to privacy and confidentiality.

### **Section 3. Time Off for Union Activities**

- a) Consistent with staffing needs of the Employer and the appropriate leave request procedures, the Employer agrees to allow stewards or local Union officers the use of compensatory time, annual leave, and/or leave without pay for local Union meetings, Union conferences, Union training sessions and State or International conventions. Employees absent from work pursuant to this Article shall continue to accrue seniority.
- b) Consistent with staffing needs of the Employer, the Employer will grant leaves of absence without pay in accordance with the Rules of the Personnel Advisory Board (1 CSR 20-5.020).

### **Section 4. Distribution and Display of Union Literature and Other Material**

The union shall have the right to distribute or display Union material within a worksite on union bulletin boards and in other approved locations. Pins, buttons and stickers may be worn in conformance with established dress codes, which will not discriminatorily prohibit union logos. Any distribution of material by employees must occur during non-work time. The employer has the right to remove or prohibit the display or distribution on state property of Union material if there is a compelling reason to believe that the material is political in nature or is unduly disruptive to agency operations. If the employer removes material or prohibits its distribution, the employer will notify the local steward or other union official to discuss such actions.

Each facility or work site will provide at least one designated location for posting Union material. Existing AFSCME bulletin boards will be maintained. The Employer agrees to install additional secure or non-secure bulletin boards, provided by the Union, at mutually agreed-upon locations. The number of bulletin boards at any facility or worksite will be mutually agreed upon. Bulletin boards will be placed inside the work or break area so that all employees of the bargaining unit have regular access to them, and the Employer will place them for easy and unobstructed viewing. The Union will ensure that the Employer has a working key to any secure bulletin board at all times.

### **Section 5. Information Provided to Union**

- a) Once each quarter, the Office of Administration will provide the Union with a current list of active bargaining unit employees. This list will include the employee's name, agency or department, work location, job classification. The list will also include a unique employee ID number other than the Social Security number for the purpose of tracking changes from one reporting period to the next. Upon request to the Office of Administration, Division of Accounting, the Union may receive a list of state employees along with their home address of those who have authorized the release of their home address in accordance with the procedures of the Division of Accounting.
- b) The Union will receive such information via email, from the Office of Administration.

- c) The Employer will notify the Union as soon as reasonably possible when a bargaining unit position is eliminated to the extent that it will effect the employment conditions of at least one bargaining unit employee and upon request discuss with the Union such action.
- d) Upon request, the Employer will provide any additional information to the Union in accordance with the provisions of Chapter 610, RSMo, to assist them in their representation function of the bargaining unit or bargaining unit employee.

### **Section 6. Union Meetings**

The Employer agrees to allow use of available conference and meeting rooms by the Union for the administration of the terms of this agreement. Use of these rooms must be requested in advance and approval received from the facility or work site head or designee. Such meetings will not disrupt the operation of the facility or work site.

### **Section 7. Union Orientation**

The Union will be permitted 15 minutes to make a presentation to new employees during new employee orientation sessions. The Employer shall provide reasonable notice to the Union (at least seven (7) days) in advance of orientation/training classes for new employees in the bargaining unit. Such presentations will be conducted by staff representatives of AFSCME, Council 72. In the event a Council staff representative is unavailable, a local steward or officer who has been properly trained by the union to conduct this presentation may be permitted, upon request from the union, to deliver the presentation. This must occur during the non-work time of the employee delivering the presentation and must be limited to circumstances when staff representatives are reasonably unavailable.

The Union's presentation to new employees will be limited to information describing the Union's functions and responsibilities as the sole and exclusive bargaining representative. The following topics are appropriate for this presentation:

- Introduction of AFSCME staff and/or local steward or officer;
- Description of the Union's available services related to representing employees as outline by this Agreement;
- How and when to contact the Union; and
- How to sign-up for voluntary membership dues deductions, including provisions for revoking such authorization.

Representatives of the Employer will be permitted to be present during this or any other portion of the new employee orientation process.

### **Section 8. Notice to New Employees**

When an employee is newly employed, the Employer agrees to provide such employee, in addition to any other material which the Employer provides new employees, a written notice provided by the Union and submitted to the Office of Administration stating that the Union is recognized by the Employer as the exclusive bargaining representative of classifications listed in Appendix A, and that there is currently an agreement in effect

between the Employer and the Union concerning terms, conditions and privileges of employment.

### **Section 9. Successor Agreement**

For the purpose of negotiating a successor agreement, the Union and the Employer agree to meet prior to the first negotiation session to establish ground rules. During the negotiation and ratification process of said successor agreement, provisions of the current agreement remain in full force and effect provided that the negotiations or ratification processes are ongoing.

### **Section 10. Union Stewards and Officers**

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

## **Article 3** **MANAGEMENT RIGHTS**

### **Section 1.**

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

### **Section 2.**

These rights include, but are not limited to:

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

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions

are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency.

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

**Article 4**  
**NO STRIKES OR WORK INTERRUPTIONS**

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

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

**Article 5**  
**CHECKOFF/UNION SECURITY**

**Section 1. Deductions**

The Employer agrees to deduct Union membership dues in the amount designated by the Union from the pay of those employees who individually request such deduction. Under Office of Administration procedures, the employer shall remit the deductions semi-monthly to the Union at the designated address. 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 adhere to the procedures established by the Commissioner of the Office of Administration. Such form shall include specific information on revocation of membership.

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

**Section 2.**

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;

accordingly all legal and required deductions from an employee's wages shall be made before union dues are deducted. 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 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 4. Revocation of Membership**

Any employee who has previously submitted a written authorization for voluntary deduction of union-membership dues may revoke the authorization in accordance with the following procedure:

- Any authorization to deduct dues from wages and salaries of a member shall be irrevocable from the date of receipt by the appropriate payroll or human resource office until the succeeding April 1, Written revocation of such deductions must be received by the Office of Administration or payroll or human resource office by March 15, in order to be terminated effective the following April 1. Dues deductions authorizations shall continue in full force and effect from April 1 to March 31 of each year unless revoked in writing by the preceding March 15.
- New members will have sixty (60) days from the effective date of any dues deduction authorization to submit a written revocation to their human resources or payroll office. The revocation in this circumstance will become effective on the next available payroll period following the revocation.
- When an employee receives a promotion or other transfer out of the bargaining unit, it is the responsibility of that employee to notify their payroll or human resources office to stop dues deductions.

### **Section 5.**

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

### **Section 6.**

Union membership cards will be provided to the Employer by the Union. The cards, which will be approved by the Office of Administration, shall be made available for the employees' use in each district office or facility and shall be provided to all new employees in the bargaining unit.

## **Section 7.**

As a third party beneficiary of any dues deduction authorization, the Union shall be responsible and may not hold the State responsible for pursuing or defending any legal issues pertaining to this Article.

Further, the parties agree not to, directly or indirectly, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union. The Employer acknowledges and agrees that a dues agreement is between a member and the Union and management shall not intentionally interfere with or attempt to enforce said agreement.

## **Article 6** **NON-DISCRIMINATION**

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

- a) 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 and state laws, without regard to age, race, sex, religion, color, national origin, political affiliation, disability, Union membership status or lack thereof, or the exercise of any rights set forth in RSMo 105.510.
- b) In addition, the Employer and the Union respect and value the diversity of the workforce and agree that unlawful discrimination should not be tolerated.

## **Article 7** **GRIEVANCE PROCEDURE**

### **Section 1.**

Grievances will be governed by the grievance procedure established by each agency's policy.

The parties agree that the Union will be the exclusive representative of the interests of employees covered by this Agreement in the processing of and redress of grievances under the grievance procedure in this Article, except that nothing in this Agreement will limit or restrict employees' rights to represent themselves outside of this Agreement. Employees of this bargaining unit may not file claims with respect to the meaning, interpretation or application of this Agreement under any other procedure except as otherwise provided by law.

In order to attempt to resolve grievances at the lowest possible level, each agency's grievance procedure will contain a preliminary step, which will provide that, the employee having a dispute, accompanied by Union representation at the employee's request, will first attempt to resolve it by meeting with his/her immediate supervisor, at the time of the act or omission giving rise to the dispute, or as soon as possible thereafter in accordance with the timeframes that are clearly defined in such procedure. Decisions at this step will not be used as precedent for any subsequent case. If the Employer has a

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

The parties agree that in order to resolve grievances at the earliest step of each agency's grievance procedure, access to information or witnesses that is specifically requested and available regarding the grieved issue(s) shall be made available to the other party in accordance with applicable laws and regulations.

### **Section 2. Travel or Expenses**

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

### **Section 3. Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step. All grievances filed at advanced step must be initiated within the appropriate timeframe from the act or omission giving rise to the grievance, or from the date when the employee became aware of, or by reasonable diligence should have been aware of, the act or omission. This timeframe must be consistent with timeframe for initiating grievances that is established by the agency's policy. The appropriate step will be determined by mutual agreement of the parties.

### **Section 4. Group Grievances**

At any point, a respondent to a grievance may consolidate grievances which pertain to the same facts and circumstances. Consolidation may result in accelerated handling of a grievance or may result in movement to a higher step in the procedure without completion of earlier steps.

## **Article 8** **DISCIPLINE**

### **Section 1. Corrective Action**

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

### **Section 2. Standards for Discipline**

Disciplinary action may be imposed upon a regular employee in accordance with applicable laws and regulations for the good of the service of the State. The Employer shall make its decision regarding discipline as quickly as possible considering all circumstances. The Employer reserves the right to impose an appropriate level of discipline for the good of the service of the State. Disciplinary action includes conditional

employment periods, dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices and written reprimands.

### **Section 3. Disciplinary Process**

- a) If an employee is questioned about a matter that he/she reasonably believes may lead to discipline, the employee shall be entitled to advice, assistance or representation by the Union. In these situations, an employee may make this request at any time and will be granted such representation before any further discussion takes place unless a compelling emergency or security related matter necessitates an immediate discussion. An employee, steward, or local Union officer shall not provide such advice, assistance or representation if he/she may also be involved in that same matter. The Employer shall attempt to hold these meetings during the employee's work time. If arrangements for such cannot be reasonably made, the Employer will attempt to schedule the meeting immediately before or after the employee's shift. Such time will be considered work time.
- b) A regular employee will be given written notice prior to the effective date of a suspension, involuntary demotion or dismissal. Such notices will indicate the reasons for such action and provide a sufficient amount of time for the employee to show reasons why the action should not be taken. The employee may choose to respond either in writing or to request a meeting with the appointing authority or designee. An employee may have a Union steward or representative to advise, assist, or represent the employee during any such meeting. An employee shall not be denied the request for the meeting.
- c) The arrangements for assistance or representation shall not delay the proceedings.
- d) Any employee may also select a coworker of their choice to assist as described above.
- e) The Employer may place an employee on administrative leave with pay pending a decision on whether or not discipline shall be imposed.
- f) When a suspension of more than five days, involuntary demotion or dismissal is proposed, a regular bargaining unit employee will be notified of the charge, and before the action is effective, the employee will be given the disciplinary letter and upon request and as permitted by law, documentation regarding the action to be taken. The letter shall set forth in substance the reasons for the action and the employee's appeal rights. However, once an appeal of such disciplinary action is filed under the procedures of the Personnel Advisory Board (1 CSR 20-4), all pertinent witnesses and information will be provided in accordance with those procedures.
- g) Grievances and appeals of disciplinary actions are covered by the Rules of the Personnel Advisory Board and/or the procedures outlined in the Grievance article.

- h) If the Employer has reason to correct, counsel, or discipline an employee, it shall be done as privately as possible.
- i) The Employer agrees to inform the employee who is the subject of an investigation of the outcome, in writing, within 7 calendar days upon completion of any investigation.

**Article 9**  
**PROBATIONARY EMPLOYEES**

**Section 1. Probationary Period**

The length of an initial or original probationary period is for an employee's first six (6) months. During the probationary period, it shall be the responsibility of supervisors to monitor and evaluate the performance of probationary employees, to document any performance problems, and to provide regular communication and feedback to the employees. Probation may be extended in accordance with 1CSR 20-3.040.

When a probationary period is extended the employee will be provided with a clear indication and documentation of the length of the extension and the conditions that will bring the extension to an end.

A change in the immediate supervisor will not be a reason for an extension of the probation period.

**Section 2. Promotional Probationary Period**

The Employer will return an employee promoted to a position within this bargaining unit, back to a position within his/her former classification, any time during the six-month probationary period due to inability to perform duties and responsibilities of the newly promoted position classification. The Employer will make a reasonable effort to return the employee to the same work location and shift from which promoted. Extensions may be granted in accordance with 1CSR 20-3.040.

**Section 3. Seniority**

A probationary employee shall have no seniority until completion of the initial probationary period. Upon completion of the initial probationary period, he/she will acquire seniority from his/her date of hire.

**Article 10**  
**SENIORITY**

**Section 1. Definition**

For the purpose of this Agreement, seniority shall be defined as the length of employees' service within their current department.

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 2. Ties in Seniority**

If it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be determined by the employees' total length of state service. In the event the tie is not resolved then the tiebreaker shall be the lowest of the last four digits of their Social Security Number of the affected employees. The employee with the lower number shall be considered least senior in such cases.

## **Article 11** **OVERTIME AND SCHEDULING**

### **Section 1. Definition of Overtime**

Overtime shall be defined as any hours worked over forty (40) hours during the employee's assigned FLSA work week. Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate whether as pay or compensatory time. Employees will be given the choice between pay and compensatory time consistent with operational and budgetary needs.

### **Section 2. Overtime Procedures**

The parties recognize that there must be a distinction in the manner in which overtime is handled for Direct Care employees. Therefore the parties agree to the following;

#### **A. VOLUNTARY OVERTIME**

1. The Employer will establish and maintain a voluntary overtime list that employees may sign in order to volunteer to work overtime.
2. The voluntary overtime list will be posted in a location that is easily accessible to all employees at all times.
3. Voluntary overtime will be distributed equitably among employees in a classification.
4. Compensatory time will be paid or accrued in lieu of pay as provided by law.

#### **B. MANDATORY OVERTIME**

1. The Employer will determine when mandatory overtime is necessary.
2. The mandatory overtime list will be posted in a location that is easily accessible to all employees at all times.
3. Any four (4) consecutive hours of overtime worked, voluntary or mandated, will move that employee to the bottom of the mandate list. The employee at the top of the list will be mandated, if needed.

4. Compensatory time will be paid or accrued in lieu of payment as provide by law.

### **Section 3. Compensatory Time**

- a) The Employer will respond to the employee's request for use of compensatory time by returning their written request no later than 14 days after receiving the request.
- b) Compensatory time may be taken in increments of ¼ hours.

### **Section 4. Daylight Savings Time**

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

### **Section 5.**

Any involuntary work related call or visit to an off duty employee in excess of fifteen (15) minutes will be considered time worked.

### **Section 6. Stand-by Time**

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

### **Section 7. On-Call Time**

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

### **Section 8. Breaks**

- a) Rest Periods: Rest periods will be mutually determined by the Employer and employees, with the understanding that the Employer has the final prerogative to schedule rest periods according to operational requirements.
- b) 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.

### **Section 9. 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 seven (7) 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.

**Section 10. Alternative Schedules**

- a) In lieu of the normal work schedule, an employee may request a flex-time schedule or a four-day week. Where practicable, such request may be granted.
- b) Where there are more requests than may be accommodated, requests shall be granted on the basis of seniority.
- c) A group of employees may submit an alternative schedule to the Employer, and, where practicable, that schedule may be implemented.

**Article 12**  
**JOB CLASSIFICATIONS**

**Section 1.**

- a) The Employer shall notify the Union in writing of any proposed changes in the Employer's classification plan that could impact the bargaining unit, upon the submission of the proposal or any preliminary and/or subsequent draft thereof to the Division of Personnel.
- b) If the parties agree the new or revised classification is appropriate for the bargaining unit, they shall file a stipulated unit clarification petition with the Department of Labor and Industrial Relations to ensure the new classification becomes a part of this Agreement.
- c) In the future, should new classifications be established by the Personnel Advisory Board and utilized by the Employer, the parties hereto shall meet, upon request from the Union to discuss and determine whether such positions are to be included in the bargaining unit. If the parties are unable to agree as to whether the job classifications should be included in the bargaining unit, a party may seek such determinations by the Department of Labor and Industrial Relations pursuant to its rules.

**Section 2.**

An employee's class specification shall be provided by the Employer upon request by the employee or the Union.

**Section 3. Changes in Job Duties**

Employees will be notified in advance when substantial and permanent changes are made to their basic job duties within their job classification.

**Section 4. Changes in Job Classification**

The Employer shall not change an employee's job classification without notifying the employee in advance. The Employer shall assign work duties appropriate to the employee's job classification. Any time an employee does not believe that the duties of the position are appropriate to his classification; he may request a review in writing to the Employer, using the forms and procedures prescribed by the Division of Personnel.

**Article 13**  
**FILLING OF VACANCIES**

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 are determined to be equally the most qualified for the same position, the Employer will consider the seniority and past performance ratings.

**Article 14**  
**LAYOFF AND REINSTATEMENT**

Layoffs within merit agencies shall be governed by the Rules and Regulations of the Personnel Advisory Board and the Division of Personnel.

**Article 15**  
**HOLIDAYS**

**Section 1. Holidays**

The Employer shall grant paid holidays as follows:

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

Additional dates may be designated as holidays by the Governor or President of the United States. If the above list is increased or decreased through legislative action, the Employer and the Union agree to apply such changes to the employees in this bargaining unit.

A holiday will be considered as a period of eight (8) hours for full time employees.

In the event that an employee(s) regular scheduled shift is for more than eight (8) hours the method of coverage for the additional time beyond eight (8) hours will be one of the following:

- a) Adjusting the work schedule within the work week; or
- b) Charging missed work time against accrued compensatory time; or
- c) Charging missed work time against accrued annual leave; or

- d) Charging missed work time as leave without pay if the employee has insufficient accumulated compensatory time off and / or annual leave.

**Section 2. Equivalent Holiday Time Off/Compensation**

When a holiday falls on an employee's scheduled day off or an employee works on a holiday, the employee will receive equivalent time off or compensation based the operational and fiscal needs of the employer.

**Article 16**  
**ANNUAL LEAVE OR VACATION**

**Section 1. Earning Annual Leave**

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to Annual Leave with full pay as follows:

- a) 5 hours for each semi-month of service, in which they are in pay status for 80 or more hours, up to and until they complete 10 years of total state service;
- b) 6 hours for each semi-month of service, in which they are in pay status for 80 or more hours, if they have completed 10 and up to 15 years of total state service;
- c) 7 hours for each semi-month of service, in which they are in pay status for 80 or more hours, if they have completed 15 years of total state service.

Annual leave will be credited at the rate of one-half (1/2) the full-time accrual rate for semi-months in which the employee is in pay status for forty (40) hours and pro-rated for all hours for which they are in pay status from forty to eighty (40-80) hours.

Annual Leave requests for will be handled in accordance with each agency's policies and procedures.

**Section 3. Annual Leave Accumulation**

- a) Employees are expected to request sufficient time off to avoid lapsing Annual Leave. Any employee who remains in jeopardy of lapsing leave may request a meeting with his or her supervisor to discuss scheduling sufficient time off to avoid lapsing leave. Supervisors will allow employees in such jeopardy, to use annual leave, rather than substituting compensatory time or other leave, when employees take leave.
- b) Annual leave shall not accrue to any employee while on leave of absence without pay.
- c) When an employee has been granted annual leave, and during the leave period is subsequently recalled to duty because of emergency conditions requiring the employee's services, annual leave credits not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed. In this event:

1. The employee shall be granted administrative leave for any time exceeding the maximum accrual;
2. A corrected application for leave/overtime form will be submitted.

#### **Section 4. Transfers**

- a) Employees who transfer or are appointed to a position in a separate department within this bargaining unit will be automatically reimbursed in cash by the Employer for all accrued annual leave up to the maximum allowable accumulation, unless directed otherwise in writing by the employee.

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 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.

#### **Section 5. Rights upon re-employment**

Nothing in this Agreement shall affect re-employed employees' rights to prior state service credit for annual leave accrual.

#### **Section 6. General Provisions**

- a) Annual leave is earned by the employee at the end of each pay period.
- b) Annual leave may be taken in increments of ¼ hours.
- c) Annual leave shall not be charged for holidays.
- d) Annual leave shall not be considered work time.
- e) Annual leave shall not be anticipated, but shall have been earned prior to the time it is taken.

### **Article 17** **SICK LEAVE**

#### **Section 1. Purpose of Sick Leave**

Sick leave may be used when an employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or periods of time required for medical, surgical, dental or optical examination or treatment, or where through exposure to contagious disease the presence of the employee on duty would jeopardize the health of others. Sick leave may also be used for 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 intent of this provision is to be consistent with Sections 1CSR 20-5.020(2)(A) & (K).

#### **Section 2. Sick Leave Accrual**

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to sick leave with pay at the rate of 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 credited at the rate of one-half (1/2) the full-time accrual rate for semi-months in which the employee is in pay status for forty (40) hours and pro-rated for all hours for which they are in pay status from forty to eighty (40-80) hours.

### **Section 3. Minimum use of Sick Leave**

Sick leave may be used in ¼ hour increments

### **Section 4. Use of Sick Leave for Occupational Injury and/or Illness**

Employees shall not be asked, nor required, to exhaust sick leave prior to filing a worker's compensation claim.

Employees may choose to use sick leave to supplement worker's compensation payments to the extent necessary to make up the difference between the workers' compensation benefits and their salary at the time of the injury.

### **Section 5. Use of Annual Leave or Compensatory Time for Illness and/or Injury**

If an employee has no sick leave balance, other leave balances such as compensatory or holiday time can be used with supervisory approval. When approving other leave use, the supervisor should consider the employee's sick leave use history and other leave balance accumulations. Supervisory approval will not be unreasonably denied.

### **Section 6. Second Opinion**

If the Employer requires a second opinion, the Employer will send the employee to an Employer-designated medical provider at the Employer's cost. When the employee is directed to obtain a second opinion, such time will be considered time worked.

### **Section 7. Sick Leave Abuse**

Abuse of sick leave will be cause for progressive discipline up to and including dismissal. Every effort will be made to ensure such discipline will be consistently applied. The circumstances or patterns that may constitute indications of sick leave abuse include but are not limited to:

- a) Sick leave taken before or after holidays or days off, or on official holidays.
- b) Consistent use of sick leave as it is earned.
- c) Recurring absence the same day of the week, month, etc.
- d) Recurring absences on pay day or the day after pay day.
- e) Recurring absences on days when overtime is scheduled or there is a strong potential for overtime to occur.

Verification of illness may be required when the Employer has reason to believe that there is abuse of sick leave, as identified in this Section, and the employee has been notified in writing that future absences will require verification.

**Article 18**  
**EMPLOYEE APPRAISALS**

**Section 1. Written Performance Appraisals**

All employees will receive an annual performance appraisal completed by their immediate supervisor who has firsthand knowledge of the employee's performance. The appraisal will be reviewed by a higher level of supervision within thirty (30) days before or after the due date. The evaluation shall be fair and accurate, and as objective as possible. Employees' signatures on the appraisals indicate the employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. The appraisal shall be discussed with the employee, and the employee shall be given a copy.

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 satisfactory overall performance appraisal may be grieved.

**Article 19**  
**PERSONNEL RECORDS**

**Section 1. Records**

Employees shall have reasonable access to their official personnel record, supervisor's working file or log, training record, and health file. One complete copy shall be made available upon the employee's request. Additional complete copies of documents will be provided at the employee's expense. All personnel files are considered confidential and may only be used and/or reviewed by those with a work-related reason for use and/or review. Unauthorized staff shall not have access to personal information about employees.

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

**Section 2. Contact Information**

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

**Article 20**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.**

Labor/management meetings will be conducted on a local, district, regional, facility or other appropriate organizational basis as needed and by mutual agreement but not less than twice per year unless neither party initiates these meetings. By mutual agreement, meetings may be held more or less frequently. These meetings will be scheduled at times, places and dates mutually agreed upon. The Union may designate up to five (5) employees to attend each meeting, and staff representatives as the Union sees necessary. Attendance at these meetings will not cause those employees to lose pay or accumulated leave time. The Union and the Employer may request inclusion of any matter on the agenda. The Union and the Employer will exchange proposed agenda items at least three (3) days prior to the meeting. The agenda may be altered upon mutual agreement.

Time spent in attending or traveling to the labor/management committee meetings shall be considered time worked; however, it shall not serve to extend the workday or cause overtime to be earned.

**Section 2.**

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

**Article 21**  
**SAFETY AND HEALTH**

**Section 1. Safe Working Conditions**

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

Employees are expected to follow established safety procedures or precautions and are expected to report working conditions that they reasonably consider to be unduly hazardous or dangerous. The safety issue will be promptly addressed and resolved so that the work can be accomplished. Employees shall not be disciplined or discriminated against in any way for bringing health and safety concerns to the attention of anyone.

An employee is expected to immediately report threats of violence made by clients against the employee or others to the appropriate supervisor. The supervisor will immediately assess the threat and, if needed, take action to protect those threatened. The supervisor will follow-up with appropriate action as necessary.

**Section 2. Safety and Health Committees**

The Union may designate one (1) employee and one (1) alternate from the Craft and Maintenance unit for any existing safety and health committee. The designated employee or alternate will participate in committees specific to their facility, work location or

division as appropriate. All reasonable efforts will be made, including advance written notification of meetings, to ensure that such Union-designated representative or Union-designated alternate can attend each meeting. Committee meeting attendance will be considered time worked. Members of the committee will be encouraged to attend meetings.

### **Section 3. Scope of Committees**

Any matters related to safety standards and conditions may be discussed in Safety and Health committees at the facility, work location, division and/or department level. The Safety and Health committee and/or the Union may make recommendations regarding health and safety issues to the appropriate facility director, Division Director and/or Department Director at any time. The facility director, Division Director and/or Department Director shall provide a timely response to such recommendations.

The Union and the Employer agree that workplace violence should be addressed as necessary at health and safety committees.

### **Section 4. Training**

The Employer will provide appropriate and adequate safety and health training to all employees.

### **Section 5. Emergency Care and Assistance**

The Employer agrees to assist, as appropriate, any employee injured while on duty. In an emergency, emergency services will be called.

### **Section 6. Uniform or Special Clothing**

- a) Where the Employer requires the employee to wear uniforms as a condition of employment, the Employer shall provide at least five (5) full sets of the required uniform or an equivalent uniform allowance. A full set will be defined based on the requirements of the position as defined by the departmental uniform policy. Where outside work is part of an assignment, and a uniform is required, the Employer may allow reasonable adjustments that are not part of the uniform to reflect the weather conditions. Uniform clothing which is in disrepair because of normal wear, or not meeting minimal standards, shall be replaced by the Employer upon return of the clothing. In circumstances where an annual allowance is provided, the annual allowance will serve to replace uniform clothing which is in disrepair because of normal wear, or not meeting minimal standards.
- b) Protective equipment, which is occupationally required, as determined by the employer, will be provided by the Employer.

### **Section 7. Employee Assistance Program**

The Employer shall make available information including contact numbers on the Employee Assistance Program to employees in the Employee Information Centers or other locations accessible to employees.

**Article 22**  
**LEAVES OF ABSENCE**

**Section 1. General Leave**

The Employer may grant leaves of absence in accordance with the rules of the Personnel Advisory Board (1CSR 20-5.020) and/or their agency policies and procedures.

**Section 2. Payment Upon Separation**

Upon separation due to resignation, retirement, layoff or dismissal, the employee shall be paid for all accrued holiday, vacation, and compensatory time up to the maximum allowable accumulation. Upon the death of the State employee, the person(s) designated as legal beneficiary(ies) or the employee's estate shall be entitled to receive payment for all remaining accrued holidays, vacation, and compensatory time up to the maximum allowable accumulation.

**Section 3. Notification of Leave Balances**

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

**Section 4. Approval of Time Off Requests**

All requests for time off shall normally be responded to in writing within seven (7) calendar days except when the request is part of a seniority based annual vacation request procedure, in which case the requests will be responded to in accordance with that procedure. Once approved, scheduled time off shall not be changed without the mutual agreement of the Employer and the affected employee except in highly unusual or emergency situations when the presence of the employee is needed.

**Section 5. Notification of Absence/Calling In**

Employees must notify their supervisor or designee at the earliest possible time that they will be unable to report for a scheduled shift(s), Where practicable this notification should occur before the scheduled start time.

In multi-shift operations, the employee must notify the Employer at least two (2) hours prior to the start of the shift.

The Employer agrees to grant exceptions based on mitigating circumstances.

**Article 23**  
**CONTRACTING OUT**

The Employer will use qualified employees to perform the work of the bargaining unit and avoid, insofar as is practicable, assigning bargaining unit work to, or, filling bargaining unit vacancies with non-bargaining unit employees, unless, to do so would be more cost effective and efficient for the Employer's operations.

**Article 24**  
**POLICIES AFFECTING CONDITIONS OF EMPLOYMENT**

The Employer shall notify employees prior to the implementation of any policy change(s) regarding policies that affect the conditions of their employment. The Employer shall meet with the Union, upon request, to discuss the changes.

**Article 25**  
**COMPENSATION**

The Employer and the Union agree that the legislature has the sole authority to appropriate money for state employee wages and benefits. To that end, the Employer recognizes the Union's rights and interest to attend any public hearings or open meetings held by the Personnel Advisory Board to discuss the development of each year's pay plan recommendation and present testimony on behalf of its members.

**Article 26**  
**PRINTING OF AGREEMENT**

Each party will be responsible for reproducing its own copies of this Agreement once the parties have ratified it and agreed to the final document as to content and format.

**Article 27**  
**PARTIAL INVALIDITY**

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

**Article 28**  
**TERM OF AGREEMENT**


Along with signatures of the parties, this Agreement shall become effective October 1, 2006 and shall expire June 30, 2009.

The parties agree that any negotiated agreement between the parties may only be terminated prior to its expiration date, in accordance with the provisions of RSMo 105.500 – 105.530.

## Signatures


By affixing their signatures below, the Union (AFSCME, Council 72) and the Employer (State of Missouri) agree that this shall be the only meet and confer Agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall remain in effect from October 1, 2006, through and including, June 30, 2009.

For AFSCME:

  
\_\_\_\_\_  
Ken Jacob, Executive Director  
AFSCME, Council 72

For the State of Missouri:

  
\_\_\_\_\_  
Michael M. Keasley, Commissioner  
Office of Administration

  
\_\_\_\_\_  
Ron Dittmore, Ed.D., Interim Director  
Department of Mental Health

  
\_\_\_\_\_  
Hal Delle, Director  
Missouri Veterans Commission

  
\_\_\_\_\_  
Paul Buckley, Chief Negotiator  
Office of Administration

**APPENDIX A**  
**Bargaining Unit Classifications**

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

Classifications for the Department Mental Health:

<b>Index Number</b>	<b>Job Classification</b>
004418	Activity Aide I
004419	Activity Aide II
004420	Activity Aide III
004421	Activity Therapist
006302	Barber
004384	Behavior Intervention Tech (Developmental Disability)
004510	Behavioral Technician
004509	Behavioral Technician Trainee
004001	Certified Dental Asst
004301	Client Attendant Trainee
004385	Community Mental Health Tech
006311	Cosmetologist
004002	Dental Asst
004380	Developmental Asst I
004381	Developmental Asst II
003031	Education Asst I
003032	Education Asst II
004126	EEG Tech
004416	Lifeguard
004317	LPN I Gen
004318	LPN II Gen
004319	LPN III Gen
004150	Medical Laboratory Tech I
004151	Medical Laboratory Tech II
004422	Occupational Therapy Asst
004515	Pharmacy Asst I
004516	Pharmacy Asst II
004426	Physical Therapist Asst
004429	Physical Therapy Aide I
004430	Physical Therapy Aide II
004428	Physical Therapy Tech
004307	Psychiatric Aide I
004308	Psychiatric Aide II
004122	Radiologic Technologist I
004123	Radiologic Technologist II

<b>Index Number</b>	<b>Job Classification</b>
004303	Security Aide I (Psychiatric)
004304	Security Aide II (Psychiatric)
004302	Security Attendant
004491	Substance Abuse Counselor Asst I
004492	Substance Abuse Counselor Asst II
003066	Vocational Training Instructor

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

<b>Index Number</b>	<b>Job Classification</b>
004418	Activity Aide I
004419	Activity Aide II
004421	Activity Therapist
006302	Barber
005278	Clinical Casework Asst I
006311	Cosmetologist
004317	LPN I Gen
004318	LPN II Gen
004319	LPN III Gen
004311	Nursing Asst I
004312	Nursing Asst II
004426	Physical Therapist Asst
004429	Physical Therapy Aide I
004430	Physical Therapy Aide II
004428	Physical Therapy Tech