

RESOLUTION

Between

**Departments of Mental Health, Corrections and the Department of
Public Safety, Missouri Veterans Commission**

and

Office of Administration

State of Missouri

and

Service Employees International Union Local 2000

September 1, 2006 through August 31, 2010

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SEIU/Patient Care Professionals

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PREAMBLE

This Agreement is entered into on this day, July 1, 2006 by and between the State of Missouri (Department of Corrections, Missouri Veterans Homes, Department of Mental Health, and Office of Administration), hereinafter referred to as the “Employer” or “State” and SEIU Local 2000, affiliated with the Service Employees International Union, hereinafter referred to as the “Union”.

This Agreement shall become effective upon signing by the Employer and the Union, on September 1, 2006, and shall continue in full force and effect for four (4) years from that date. This Agreement shall be renewable on a year to year basis by mutual agreement of the Employer and the Union.

Article 1
UNION RECOGNITION

Section 1.01

The Employer hereby recognizes SEIU Local 2000, Service Employees International Union, as the sole and exclusive bargaining agent for the purpose of reaching agreements and resolving issues on matters pertaining to salaries and other conditions of employment for employees within the bargaining unit in accordance with RSMo 105.500 – 105.530. The bargaining unit is defined in Appendix A.

The scope of this unit is described to include all eligible employees in offices and facilities operated by the departments covered by this agreement 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.

Section 1.02

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 to the Personnel Advisory Board by forwarding a copy of the monthly Board agenda to the Union. .

Section 1.03

In the event of a dispute between the Employer and Union as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications and titles, both parties agree to meet and discuss issues, exchange information and facts, and attempt to reach a decision that is satisfactory to each side. If the dispute cannot be resolved by the two parties, it shall be submitted to the Department of Labor and Industrial Relations.

Article 2
MANAGEMENT RIGHTS

Section 2.01

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 2.02

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 for cause;
- The right to furlough and layoff employees due to lack of work, funds, or other reasons;
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, and rules;
- The right to introduce new methods of operation, equipment, or facilities;
- The right to contract for goods and services subject to the provisions of this Agreement;
- 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 3
NON-DISCRIMINATION

Section 3.01

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.

Section 3.02

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

Article 4
UNION LEAVE

Section 4.01

The Union shall designate stewards as appropriate for its structure and will provide the employer with a listing of stewards and locations.

Section 4.02

Consistent with staffing needs, the employer agrees to permit leave without pay for designated union functions and activities when such leave is requested through proper supervisory channels. Union members may choose to use accrued compensatory time off but will not be required to do so. This time may be taken only when requested by his/her union representative with as much notice as possible but no less than one week written notice to the employer. Such time may be taken in increments no less than four (4) hours.

Section 4.03

The employer shall permit a leave of absence without pay to one employee from the bargaining unit who becomes a full-time paid officer or agent of the union by appointment or election to office. If this would create a critical staffing shortage, the Employer and the Union will meet to discuss alternatives. Such leave must be granted in accordance with the Rules of the Personnel Advisory Board (1 CSR 20.5.020).

Section 4.04

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

Article 5
SENIORITY AND LAYOFFS

Section 5.01 Seniority

Bargaining unit seniority is defined as MOSERS service credit.

Section 5.02

In the cases of transfer or promotion when two or more employees are being considered for the same position, MOSERS service credit shall be used as a deciding factor between these employees when the Employer determines all other factors are equal.

Section 5.03

In the event that a dispute arises regarding seniority that could result in a grievance, the Employer shall provide to the Union the seniority of the individuals involved.

Section 5.04

Layoffs shall be governed by the Rules of the Personnel Advisory Board [1CSR20-3.070(1)] and the Personnel Division. In part, these rules provide:

- a) No regular or original probationary employee in an affected class shall be laid off until any emergency, provisional, temporary and limited temporary employee in the same classification and division are laid off. No regular, reinstatement probationary and/or re-employment probationary employee shall be laid off until all original probationary employees are laid off.
- b) If a regular employee must be laid off, due to a shortage of work or funds, the abolition of a position, or other material change in duties or organization, or for other reasons which are outside the employee's control and which do not reflect discredit on the services of the employee, these layoff shall be by inverse order of service credit and by class in the division or area of service involved. When these employees are laid off they will be placed on a reinstatement register.

Section 5.05

The State shall implement and maintain a reinstatement register of regular employees who are laid off or demoted in lieu of layoff thereby offering the right to reinstatement to a vacancy which may be in any area in which the employee is willing to work. Such employees laid off shall be hired in service credit score order ahead of new hires, transfers and promotions. This reinstatement register shall remain active for three (3) years. For a period of six (6) months following a layoff, any demotion, class transfers or transfers must recognize the rights of people on the reinstatement registers. Therefore, these types of changes may only be made if the person moving has higher service credit than those on the register. This reinstatement register shall remain active for three (3) years.

Section 5.06

The State shall inform the Union of any planned or proposed layoffs. The Employer reserves the right to make personnel decisions that provide greater efficiency and economy. Prior to the contracting out of work that will result in the layoff of bargaining

unit employees, the Employer will meet with representatives of the Union, upon request to discuss the contracting out. In so far as practicable the State and Union will cooperate in finding ways to minimize layoffs due to the use of outside contractors while still providing efficient and economical public services.

Article 6
HEALTH AND SAFETY

Section 6.01

The Employer will continue to provide a safe workplace for all employees. The Employer will integrate employee participation in its efforts to promote safe workplace environments. The Employer's workplace safety programs and procedures shall encourage reporting of unsafe conditions and appropriate follow-up when reporting occurs. Employees shall not be disciplined or discriminated against for bringing health and safety concerns to the attention of the appropriate supervisory or management staff or union official. Discussion of safety issues with Union officials shall not serve as a substitute for established reporting procedures. Employees will be expected to follow established safety procedures.

Section 6.02

The Employer recognizes the risks to employees involved in providing health and human services and the potential for trauma associated with violent events that may occur in the workplace.

For employees who have been subject to violent contact by a client, the employer will evaluate the need for employee assistance including the option of granting administrative leave. If follow-up services are needed, the Employer will make a referral to Central Accident Reporting Office (CARO) and/or the Employee Assistance Program (EAP), or other services as appropriate.

Section 6.03

The Employer intends that workloads will be manageable. To that end, the Employer agrees to the following:

1. The work required is appropriate for the employee's classification and job description.
2. The employee's workload including other duties as assigned allows for the adequate provision of the services that the employee's position is intended to provide for the client.
3. That the Employer will adjust the employee's workload or to assign additional staff to share the workload if needed. Such adjustments will be subject to the grievance procedure.

Section 6.04

The Employer shall make available information including contact numbers of the Employee Assistance Program to employees in an employee information center or other accessible format at each work location.

Section 6.05

The Employer shall comply with appropriate bloodborne pathogen standards as required under RSMo 191.640.

Section 6.06

The Union may designate one employee and one alternate to be appointed to any established health and safety committee. Meeting attendance specific to this section shall be considered time worked.

The health and safety committee may address issues of staffing, physical environment and emergency procedures. The Employer agrees that incidents of workplace violence should be addressed as part of health and safety committee meetings, consistent with issues unique to each facility.

Section 6.07

In accordance with RSMo 610, the Employer shall provide to the Union available aggregate data related to employee injuries, including client-caused injuries, upon request.

Article 7
LABOR/MANAGEMENT MEETINGS

Section 7.01

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

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

Section 7.02 Statewide Labor-Management Meetings

- a) The Department Director(s) and/or designees agree to meet by mutual agreement throughout the term of this Agreement with a committee of employees who are designated by the Union. The meetings shall be held at a mutually agreeable time. The Office of Administration shall normally attend these meetings.
- b) Time spent in attending or traveling to/from the Labor-Management meeting shall serve as the employees' eight (8) hour work day with no loss of pay or time for those attending. This shall not serve to extend the workday or cause overtime to be earned.
- c) The Union and the Employer shall exchange proposed agenda items at least fifteen (15) working days prior to meeting. The parties shall designate their committee representatives at this time.

Section 7.03 Facility Labor-Management Meetings

The facility/office administrator and/or designees will meet at least twice per year for the remaining term of this agreement with a committee of employees designated by the Union. By mutual agreement, meetings may be held more or less frequently. Lack of request to schedule a meeting from either party will constitute mutual agreement that a meeting was not needed or desired.

These meetings will be held at mutually agreeable times with no loss of pay or time for those attending. This shall not serve to extend the work day or cause overtime to be earned.

The Union and the Employer shall exchange proposed agenda items at least fifteen (15) working days prior to meeting. The parties shall designate their representatives at this time.

Article 8

UNION RIGHTS

Section 8.01 Union Stewards

The right of the union to appoint a reasonable number of stewards is recognized. Such appointee(s) shall have successfully completed their original probationary period. Stewards will represent employees within their own facilities or institutions unless mutually agreed to by the Employer and the Union. In the event that no steward is available, the employee may request steward representation from a neighboring region.

Section 8.03

Stewards are permitted a reasonable amount of time to receive and discuss complaints and grievances on the premises and during work time provided this does not interfere with the necessary operation of the facility and the work of those involved. Stewards must notify their supervisor in order to work on union business, and whenever possible, with as much advance notice as is practical according to the circumstances.

Section 8.04

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

Section 8.05

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

Section 8.07

Prior to entering into negotiations, the parties will meet to develop and agree to ground rules which outline, among other things, administrative leave with pay for time spent in negotiations with the state as well as for time spent en route to and from negotiations. Such administrative leave will not be unreasonably denied.

The selection of the Union negotiating committee team members is at the sole discretion of the Union. The Union may, on a limited basis, replace or substitute members as it perceives necessary.

Section 8.08 Workplace Access

Representatives of the Union will be permitted access to state facilities for administering this agreement in accordance with safety, security, treatment and/or confidentiality requirements.

Representatives of the Union may also request access to designated non-work places such as conference rooms and lunch rooms for the purpose of informational meetings,

introducing the Union to new employees, distribution of Union leaflets, newsletters, membership packets, dues deduction authorization cards and other information related to this agreement. Workplace access shall not be disruptive of the work environment nor shall it be unreasonably denied.

Employees may meet with Union representatives during non-work time or as otherwise specified in this Agreement.

Section 8.09 Union Communication

The Employer agrees to install a Union provided bulletin board at each employer controlled work site at a mutually agreed upon location for the purpose of posting of union notices and particulars. Bulletin boards shall be placed inside the work or break area so that all employees of the bargaining unit have regular access to it; and the employer shall place it for easy and unobstructed viewing. The number and placement of bulletin boards will be agreed upon by the worksite administrator and the Union to insure placement is unobstructed and easily viewed by employees. The union will furnish the employer in advance with a copy of all literature to be placed on the board by the union. If the Employer disputes the appropriateness of the materials, the Employer will decline to allow it to be posted. If no agreement can be reached, then the matter can be grieved.

Literature distributed shall not be disruptive of the work environment or defamatory toward any individual or group of State employees or elected officials. Violation of this provision shall cause the distribution of such literature to cease and for it to be removed from the workplace.

Section 8.10 Committee and Panel Participation

When forming committees and/or panels at a facility and/or department that include employees within the bargaining unit as members, the Union shall have the option to designate a representative to the panel. Relative to the size of the committee or panel, the Union may request additional representatives be included. The Employer has the right to name additional bargaining unit employees to the committee/panel. However, if a bargaining unit member is selected for participation solely because of his or her professional expertise in a specific area and the committee does not affect the working conditions, no union participation will be solicited.

Section 8.11 New Employees and Employee Lists

Each facility will notify the Union upon the appointment of new employees to the bargaining unit. The Employer will notify the Union via email at an address designated by the union

The Office of Administration shall provide the union a quarterly list of all bargaining unit employees, indicating the name, job classification, and work location of all employees in the bargaining unit. This information will be sent via email to an email address designated by the union.

Article 9
PAY POLICIES

Section 9.01 Salary Induction

A new employee cannot be appointed by the same appointing authority at a rate that upon successful completion of his/her probationary period would be higher than that paid to present employees with comparable qualifications.

Section 9.02

Any employee who has obtained regular status will be paid at least two-steps above the minimum step for their classification. Employees who have completed at least one year in the entry level of a multi-allocated position and who are qualified and eligible for the higher level, will be reclassified to the higher level in accordance with Merit System guidelines.

Section 9.03 Pay Differentials for Medical Classes

A pay differential of 4.1% of base salary rate will be allowed to physicians in classified medical positions if certified by a specialty board approved by the American Medical Association or by the American Osteopathic Association. Additional pay differentials will be allowed to physicians in classified medical positions who, in addition to basic certification by a specialty board, are also certified in the following subspecialties: Forensic Psychiatry – 4.1% of base salary rate; Child Psychiatry – 8.2% of base salary rate.

If an employee is receiving a differential resulting in a higher dollar amount than the approved percentage, a percentage equal to that dollar amount is approved for the duration of the assignment.

Certification in Psychiatry in other countries by a National Accrediting Agency or Organization will be accepted on an individual basis when it is determined that such certification includes or has been supplemented by training and experience equivalent to that by the American Board of Psychiatry and Neurology.

Payment for these events will only be made where the specialty involved is substantially and directly related to the work performed by the employee in the state service.

Section 9.04 Pay Differential for Psychologists

A pay differential of 4.1% will be allowed to psychologists in classified positions who are certified by the American Board of Professional Psychology in a specialty if such specialty is substantially and directly related to the work performed by the Employee in the state services.

If an Employee is receiving a differential resulting in a higher dollar amount than the approved percentage equal to that dollar amount is approved for the duration of the assignment.

Section 9.06 On-Call Pay

Overtime code one (1) and code two (2) employees who are on-call shall be compensated one (1) hour for every twelve (12) hours on call. Facilities may choose to compensate at a higher rate of pay or time. Employees may request to use flex time or be compensated for on-call time. Compensation may include pay or equivalent time off, at the Employer's discretion pursuant to Article 15, Hours of Work.

If the Employer calls employees in when not regularly scheduled to work, the Employer shall credit the employee with two hours straight time whether worked or not, or for the time worked at the applicable rate, whichever is greater.

Article 10
TRAINING AND EDUCATION

Section 10.01

In situations in which the Employer directs an employee to attend a particular seminar and/or training program educational leave will be granted without loss of compensation. Necessary travel expenses will be paid by the Employer in accordance with the state travel regulations unless mutually agreed otherwise. If the training program falls on the employees' regular time off, then compensatory time will be earned for mandatory attendance.

Section 10.02

The Employer will respond in writing to employee requests for administrative leave and payment for educational purposes in a reasonable amount of time to allow the employee time to make necessary arrangements to attend. Such request shall not be unreasonably denied. The Employer will make a reasonable effort to provide equal access to job related training opportunities to the extent that operational and budgetary requirements of the department/division/facility permit.

Section 10.03

The Employer will attempt to provide work related in-service programs within the agency and at the work site. However, the provision of such programs will not impact the Employee's request to seek other continuing education or training as outlined in this Article.

Section 10.04

When an employee requests educational leave in order to attend a seminar or training program of his or her choice, and the training program would enhance the employee's contribution to his or her particular area of expertise, educational leave may be granted based on operational, budgetary and staffing needs. However, no compensatory time will be earned if the seminar occurs on an employee's regular days off.

When the Employer does not grant educational leave, the employee may request compensatory or Annual Leave in accordance with applicable leave policies and procedures. Such requests shall not be unreasonably denied and the Employer will respond in writing to such requests within a reasonable period of time to allow the employee time to make necessary arrangements to attend.

Section 10.05

The Employer shall provide access to tuition reimbursement to the extent that operational and budgetary requirements permit and in accordance with State of Missouri administrative policy SP-1, issued August, 1997.

Article 11
NO STRIKES OR WORK INTERRUPTIONS

Section 11.01

The union shall neither cause nor condone, nor shall any member of this 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 the members as to the meaning of it. If for any reason there is an interruption at the Employer's office(s) or facilities by other than members, the Union will encourage its members to remain at work and/or to return to work.

Article 12
DISCIPLINE AND DISCHARGE

Section 12.01

Disciplinary action may be imposed on an employee for cause. The parties intend that disciplinary action shall entail a reasonable and fair application of policies, procedures and/or applicable laws. Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices, and written reprimands.

Verbal and written counselings are not disciplinary actions.

The Employer endorses the principle of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose the level of discipline that the Appointing Authority determines to be necessary for the good of the service based on the severity of the offense.

Grievances of disciplinary actions are governed by the grievance procedures outlined in Article 13.

Section 12.02

When an employee fails to successfully complete a promotional probationary period and is not subject to dismissal, the employee will be reinstated to the class, but not necessarily the same position occupied immediately prior to the promotion. Such employee's salary will be adjusted to at least the level of pay received prior to the promotion.

Section 12.03

If an employee is questioned about a matter or is being interviewed in an investigation and he or she has reasonable grounds to believe it may lead to disciplinary action against that employee, he or she is entitled to advice, assistance or representation by a local union officer or steward. In these situations, an employee may make this request for representation at any time and before any further discussion or questioning takes place, the employee may secure union representation.

When an employee becomes the subject of an investigation they will be notified. At that point the employee has the right to representation by a union steward before any further discussion with the Employer. The Employer will provide advance notice of any investigatory meetings and the nature of that meeting to the employee.

If the employee is scheduled for an interview at another work location, the representative may be from either work location in order to facilitate both the employees right to representation as well as the efficient operation of each facility.

The arrangements for this assistance or representation shall not unduly delay the proceedings. An employee shall not withhold information which affects or could affect ongoing operations of state government or the Employer.

An employee, steward or local union officer shall not provide such advice, assistance or representation if he/she is also involved in that same matter.

Section 12.04

All information exchanged during the discipline process will be exchanged in accordance with applicable statutes, regulations and/or policies.

Information shared or obtained during the investigation process shall be considered confidential and shall not be discussed or communicated in any way by any representative except with the represented employee or other union officials with a business need to know the information. Management and/or investigative staff will only share information gained during this process with those with a business need to know such information.

If the Union officer or steward is providing assistance to more than one employee involved in the same investigation, information gained during any interview session shall be considered confidential and shall not be shared with other employees.

Section 12.05

A regular employee will be given at least notice prior to the effective date of a suspension, demotion or dismissal. Such notice 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 shall not be denied the request for the meeting. An employee may have a union steward or representative to advise, assist or represent the employee during any such meeting.

Section 12.07

The Union and the Employer agree that it is in the best interests of both parties to ensure that allegations made against an employee in the bargaining unit by a client or resident, a client or resident's significant other or family members, or members of the general community are impartially reviewed and assessed prior to initiating any disciplinary action.

Section 12.08

At any meeting between an employee and the Employer that relates to disciplinary action and tape recording of proceedings occur, a copy of the tape(s) and transcript (if the tape(s) are transcribed) will be provided if permitted by law to the Union upon request and at the Union's expense.

Article 13
GRIEVANCE PROCEDURE

Section 13.01 Definitions

A grievance is defined as any dispute between the Employer and the Union or any Employee with respect to the interpretation or application of this Agreement. Initiation of a grievance or appeal under any other procedure or in a any other forum waives all rights to proceed under the grievance procedures contained in this Article.

Section 13.02 Principles

The purpose of this Article is to provide a prompt, equitable, fair and efficient procedure to resolve disputes between the Employee and the Employer.

The parties agree that in order for the grievance procedure to function effectively, all grievances should be settled at the earliest possible step. The parties agree that persons responsible for resolving grievances will meet and undertake meaningful dialogue and information gathering and will make a good faith effort to resolve grievances whenever possible.

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

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

Unless otherwise required by law, the grievance will be administratively closed when either the employee ceases employment, the employee files suit over the same subject matter giving rise to the grievance, or files a formal complaint in any other forum.

Nothing in this Article, or elsewhere in this Agreement will be deemed to require any employee to pursue the remedies herein provided

Section 13.03 Grievance Process

Preliminary Step

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.

Step 1.

If the dispute is not resolved at the preliminary step, the employee and the Union may present a grievance in writing on a form mutually agreed upon by the Employer and the Union to the highest ranking employee in the grievant's supervisory chain no lower than

two levels below the appointing authority and/or as defined in specific agency grievance policy.

This grievance will be filed within ten (10) calendar days of the 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 calendar days of the date when the Employee became aware of or by reasonable diligence should have been aware of the act or omission. The grievance must include specific factual information relevant to the action or issue being grieved such as the date, location and time of the incident. The written grievance form will stipulate the relevant Article of the Agreement and the specific remedy being sought.

The Step 1 respondent his/her designee will meet with the Union representative and the grievant and will render a decision in writing within fourteen (14) calendar days of the receipt of the grievance form.

Step 2.

Grievances not satisfactorily resolved at Step 1 may be appealed in writing by the Union on the grievance form to the next manager in the grievant's supervisory chain as defined by agency policy, within fourteen (14) calendar days from receipt of the Step 1 Decision.

That manager or designee will meet with the Union and the grievant (if requested) and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based.

Step 3.

If the grievance is not adjusted to the grievant's satisfaction or if no decision is received by the grievant within fourteen (14) days, the grievant may submit the grievance to the appropriate executive level manager who is a direct representative of a division or department director as defined by agency policy. The grievance must state why the previous response is not satisfactory. A response to the grievance will be issued within forty-five (45) days of receipt of the grievance through the head of the facility.

Section 13.04 Grievances and Appeals of Suspensions, Demotions, and Dismissals

Grievances concerning suspensions of five days or less will be initiated by the Union at Step 3 of the procedures set forth above, by filing directly with the Division/Department Director, or designee, within thirty (30) calendar days from the date the employee receives notice of the action taken. The same time limits and requirements for processing a grievance apply.

Disciplinary appeals involving suspensions greater than five (5) days, demotions or dismissals will continue to be processed in accordance with the relevant provisions of Chapter 36, RSMo 2000, and rules promulgated by the Personnel Advisory Board.

Section 13.05

a) The Employers failure to respond within the time limits shall automatically advance the grievance to the next step. The grievant's failure to process the grievance within

the time limits assumes the grievance has been satisfactorily settled.

- b) The time limits at any step may be extended by mutual agreement of the parties involved at that particular step. Such extensions will be in writing.
- c) The mailing of a grievance form will constitute a timely appeal if it is postmarked with the appeal period. The mailing of an answer/response will constitute a timely response if postmarked within the answer period.
- d) The grievance may not be altered or amended through the various steps. The subject(s) of a grievance may not change through the process.
- e) 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.

Section 13.06 Time Off

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

Section 13.07 Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step. The appropriate step will be determined by mutual agreement of the parties.

Article 14
PERSONNEL RECORDS

Section 14.01

Employees shall have access to the unabridged contents of their official personnel record, work location personnel record, and supervisor's working file or log. Employees will be provided one copy of any materials contained in their file(s), upon request. Additional copies will be provided at the employee's expense. In the circumstance where an employee is unable to access a work location or building in which the above records are being held, the Employer may choose to mail an unabridged copy of the records requested to the Employee at the Employer's expense, or may, with written permission from the employee, provide the records to a designee chosen by the employee. Such records shall be provided within five working days of the Employee's original request.

Reviews shall be conducted in the presence of the appropriate Human Resources staff. An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of any material contained in his or her personnel record shall have the right to submit a written response. The written response shall be attached to such document and included in the file.

No items which may affect his/her job performance evaluation or could lead to disciplinary action should be added, withheld, or deleted from the file without the employee's knowledge. Negative entries will be signed and dated by the individual making the entry and will be presented to the employee for counter-signature at that time. The employee reserves the right to refuse to sign negative entries, however, the Union and Employer agree that signing only acknowledges receipt of the entry and does not necessarily constitute acknowledgement of the accuracy of the information.

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

In any case in which a disciplinary action is overturned or otherwise rendered invalid, the written decision declaring the disciplinary action invalid or overturned must be included in any file in which the original disciplinary action appears. Complimentary documents and letters, etc. may be placed in the employee's personnel record. Documents and letters not filed will be given to the employee. A request for such documents to be included in the file shall not be unreasonably denied.

Article 15 **HOURS OF WORK**

Section 15.01

The normal work week for full-time employees shall be forty (40) hours within a fixed and regularly occurring seven (7) day period, exclusive of time allotted for unpaid meal periods.

Section 15.02

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

Section 15.03

All approved overtime will be compensated in accordance with the FLSA and the Rules of the Personnel Advisory Board for those employees working a normal work week as described in Section 15.01. Overtime categories (Code 0, 1, 2) are listed in the Uniform Classification and Pay Plan maintained by the Office of Administration/Division of Personnel. Code 0,1 and 2 employees may voluntarily change their schedule with supervisory approval. Overtime category by job classification is listed in Appendix B.

Section 15.04 Overtime Assignment

In 24 hour/7day operations, when overtime is deemed necessary by the Employer, reasonable effort will be made to secure volunteers from employees on duty. If there are no qualified volunteers, the Employer may schedule employees on a rotating basis within the appropriate job class(es) using inverse bargaining unit seniority as the deciding factor for assigning mandatory overtime. When employees are required to work four (4) or more consecutive hours overtime, their turn for mandated overtime service shall be completed.

The Employee will be notified as soon as the need to assign overtime is determined. After the notice is given the employee will be allowed, with approval, time to make necessary arrangements to remain at work. To the extent possible, new employees must work thirty (30) days before they can be mandated.

Reasonable effort will be made to ensure that no Employee is required to work more than twelve (12) hours in a twenty four (24) hour period. This provision does not apply to employees working an alternative schedule as described in Section 15.07.

Section 15.05 Flexible Scheduling

Employees may request a flexible work schedule. A flexible work schedule permits an Employee to adjust his or her normal work schedule, within a given workweek such as, extending the lunch period, arriving late or departing early. Subject to the needs of the facility requests for a flexible work schedule may be approved.

Section 15.06 Compensatory Time

When employees who are exempt from the Fair Labor Standards Act work hours beyond their normal workweek, they shall be compensated in accordance with RSMo 105.935.

Section 15.07 Alternative Scheduling

An employee and his or her supervisor may design an ongoing alternative work schedule such as four (4) day a week, ten (10) hours a day workweek.

Article 16
ATTENDANCE AND LEAVE

Section 16.01

The Employer shall grant holidays as provided for in 1CSR 20-5.010 (2) (A) of the rules of the Personnel Advisory Board and the Office of Administration / Division of Personnel. The State currently observes the following holidays:

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

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

Additional dates may be designated as holidays by the Governor or President of the United States. Nothing in this agreement shall be construed as establishing 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 16.02 Compensatory Time Off / Pay

- a) Employees may submit requests for use of accumulated compensatory time. Consistent with staffing needs of the Employer, the Employer agrees to grant compensatory time off for the employee's accumulated holiday and overtime in accordance with applicable state statutes and regulations.

- b) Compensatory time off may be taken in increments of ¼ hours.

Section 16.03 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 16.04 Payment Upon Separation

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

Section 16.05 Attendance in Court

Any employee called for jury duty or in compliance with a subpoena to appear in court or before a judge, legislative committee, or any officer, board, or body authorized to conduct any hearing or inquiry, except when the employee is a plaintiff or defendant in a cause of action not arising out of employment, shall be allowed time away from work with pay. When an employee is a plaintiff or defendant in a cause of action not arising out of employment, he may use accrued annual leave, compensatory leave, or leave without pay. Employees who appear as witnesses in official capacity may not retain any witness fees and shall surrender any such payment to the Employer.

Section 16.06 Promotional Examination

Employees shall be granted administrative leave, when possible, to participate in promotional examinations and promotional interviews for positions within the department. Approval will be by the facility head at the work location, following a determination that adequate staff is maintained at the work site. Appropriate travel time, accruing during normal work hours, will be considered at the granting of administrative leave.

Section 16.07 Leave for Death in an Employee's Family

Administrative leave for a death in an employee's family will be granted in accordance with the policies of the Employer and the Rules of the Personnel Advisory Board.

Section 16.08 Service Connected Injury and Illness

An Employee who suffers an on-the-job injury or illness, shall be compensated in accordance with the rules and laws that govern workers' compensation benefits. Workers' compensation benefits are administered by the Central Accident Reporting Office of the Office of Administration.

Section 16.09 Leave Exhaustion

When an employee has exhausted his or her leave accruals and needs time off due to continued illness or injury he or she may request a leave of absence without pay. Further, the employee may apply for use of the Share Leave Program, and may inquire and apply as appropriate for disability through the Missouri State Employees Retirement System.

Section 16.10 Family and Medical Leave

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). For any qualifying absence under the FMLA, the employee may be required to exhaust all applicable leave prior to the approval of unpaid leave.

Section 16.11 Leave of Absence Without Pay

Leaves of absence without pay shall be governed by the rules of the Personnel Advisory Board and shall not be unreasonably denied.

Section 16.12 Notification of Leave Balances

Employees shall be given a check/direct deposit stub or other written record on a semi-monthly basis that reflects their balances of annual, compensatory and sick leave hours. If the Employee disagrees with their balances, they should notify the supervisor in writing as soon as possible.

Article 17
ANNUAL LEAVE/VACATION

Section 17.01 Earning Annual Leave

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

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 vacation with pay as follows:

- 5 hours for each semi-month of services in which they are in pay status for 80 hours or more hours, up to and until they complete 10 years of total state service;
- 6 hours for each semi-month of service, in which they are in pay status for 80 hours or more hours, if they have completed 10 and up to 15 years of total state service;
- 7 hours for each semi-month of services, 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 pro-rated for employees not in pay status for an entire pay period.

Section 17.02 Annual Leave Accumulation

- a) At the close of business on October 31st, of any calendar year, any accumulation of annual leave which exceeds the maximum allowable accumulation (as outlined in subsection b), shall lapse and credit for the excess leave shall not be carried forward to the month of November.
- b) The maximum allowable accumulations on record for each year are:
 - i) 240 hours for total state service of less than 10 years;
 - ii) 288 hours for total state service of 10-15 years; and,
 - iii) 336 hours for total state service of 15 years and over.
- c) Annual leave shall not accrue to any employee while on leave of absence without pay.
- d) When an employee has been granted annual leave, and during the leave period subsequently recalled to duty because of emergency conditions requiring the employee's services, annual leave credits not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed.
 - i. In this case, the employee shall be granted administrative leave for any time exceeding the maximum accrual.
 - ii. A corrected application for leave/overtime form will be submitted.

Section 17.03 Leave Usage

When an employee is eligible to use sick leave, he/she may request to take annual leave instead of sick leave.

- a) Supervisor approval is needed to utilize this option.
- b) Use of this annual leave is subject to the same conditions as though the employee was using sick leave.

Section 17.04

An employee who is eligible for workers' compensation may elect to use accrued annual leave for those absences in addition to receiving worker's compensation benefits.

Section 17.05

Employees who have separated from state service will receive reimbursement for all accrued annual leave, up to the maximum allowable accumulation.

Section 17.06

Upon the death of the State Employee, the person(s) designated as legal beneficiary (ies) or the Employee's estate will receive payment for all remaining unused accrued annual leave up to the maximum amount allowed.

Section 17.07

- a) An employee who transfers or is appointed to a position in another department will be automatically reimbursed by the Employer for all accrued annual leave up to the maximum levels outlined in Section 17.2(b) unless directed otherwise in writing by the employee.
- b) If the employee chooses to transfer annual leave to another department, the Employee must request in writing to the staff responsible for the personnel function at their work location that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the employee physically transferring to a new location.
- c) An employee entering service with the Employer from another state agency not included in this bargaining unit may be allowed to carry accrued annual leave up to the maximum allowed in Section 17.02(b).

Section 17.08

Employees who transfer or are appointed to another position in a department of this bargaining unit shall retain all accumulated leave time.

Section 17.09 General Provisions

Annual leave is earned by the Employee at the end of each pay period.

- a) Annual leave may be taken in increments of ¼ hours.

- b) Annual leave shall not be charged for holidays.
- c) Annual leave shall not be considered work time.
- d) Annual leave shall not be anticipated, but shall have been earned prior to the time it is taken.

Article 18
SICK LEAVE

Section 18.01 Earning Sick Leave

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

Section 18.02 Schedule for Earning Sick Leave

Sick leave is earned at the rate of five (5) hours per semi-monthly pay period regardless of length of service. Employees in pay status for less than a full pay period will have their leave prorated. There is no cap on the maximum amount of sick leave which may be accrued.

Section 18.03 Using Sick Leave

- a) Sick leave is defined to mean a period in which the employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or period of time required for medical, surgical, dental, or optical examination or treatment, or where through exposure to a contagious disease, the presence of the employee on duty would jeopardize the health of others.
- b) 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 Employees accumulated sick leave.
- c) Sick leave shall be used in multiples of not less than one-quarter (1/4) hour.
- d) If an employee is unable to report for duty because of illness, the employee shall notify the supervisor or designee prior to the beginning of the employee's work shift. Employees requiring a substitute for their absence shall notify the supervisor or designee as soon as possible but no later than two (2) hours prior to the beginning of the employee's work shift. The employee shall notify the supervisor or designee in the same manner on each successive day the employee is unable to report for duty unless the supervisor has previously been notified of a continuing need to be off duty.
- e) The Employer reserves the right to request a statement from the employee's physician or other person legally authorized to provide treatment under the following circumstances:
 - Should the Employer reasonably believe that the employee is improperly using sick leave. In this circumstance, the Employer may request the statement in writing to the Employee and state the reason it is being requested.
 - To determine if an employee is medically fit to return to duty.

Statements may be submitted in paper or electronic form when physicians have access to fax or other electronic means.

Section 18.04

The parties agree that abuse of sick leave has a negative impact on the workforce and may be addressed through the discipline process.

Section 18.05

Annual leave, compensatory time, or leave of absence without pay may be used with supervisory approval for absences due to illness, but sick leave may not be used for absences due to reasons other than those described above. Requests for such leave shall not be unreasonably denied. When all leave balances are exhausted, the Employee may become eligible for the Share Leave Program as outlined in 1 CSR 20-5.025.

Section 18.06

In accordance with 104.601 RSMo, a retiring member of the Missouri State Employees Retirement System will be credited with one month of service for every twenty-one (21) days of unused sick leave after working continuously and reaching retirement age.

Article 19
PERSONNEL INFORMATION AND POLICIES

Section 19.01

The employer agrees to provide employee access via an electronic version, hard-copy version in an Employee Information Center or a combination of both of all departmental and/or divisional policies and procedures. A copy of this Agreement, the State Personnel Law (Chapter 36 RSMo), the department's and/or division's administrative manuals, and state travel regulations shall be available electronically or at the information center.

Section 19.02

The Employer shall notify employees of proposed departmental and divisional policy changes that affect conditions of their employment at least thirty (30) days in advance of the proposed effective date of the policy. When immediate changes to policy are needed for serious client/consumer care, safety and/or security purposes or to comply with law or court order, a revision may be issued and become immediately effective.

Section 19.03

Facility/office policy shall be consistent with department and division policy. Individual facility/office policies shall be furnished to a union representative upon request.

Article 20
EMPLOYEE APPRAISALS

Section 20.01 Informal Conferences

The Union and the Employer encourage periodic conferences between the employee and his supervisor to discuss work performance, job satisfaction, work-related problems and/or the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem. If needed, a written action plan will be developed by the supervisor and employee and will state specific work performance objectives and time periods in which problems will be addressed. The action plan shall not be considered to be disciplinary action. The supervisor shall maintain a written record of each follow-up session and shall, upon request, provide a copy of this record after completion of each session to keep the employee apprised of his/her progress in meeting the objectives stated in the action plan.

The Employer and Union agree that counseling is an effort on the part of a supervisor to provide feedback to an employee regarding on-the-job activity and/or job performance. It is meant to be a device clarifying what has occurred and what is expected. Counseling is not discipline and should have constructive goals such as assisting in employee development, or teaching or modifying behavior.

Section 20.02 Written Performance Appraisals

All employees will receive a timely performance appraisal evaluation, or summary, at least annually, unless an extension is mutually agreed upon. It should normally be completed by their immediate supervisor and reviewed by the next higher level of supervision, within 30 calendar days before or after the due date. 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 as soon as possible.

The performance appraisal shall be completed by a supervisor who directed or had sufficient knowledge of the employee's work during the period covered by the appraisal.

The appraisal shall be limited the employee's performance of duties stated in the employee's performance expectation and/or job description.

If an appraisal is amended or adjusted after the employee has signed, such changes shall be discussed with the employee. The employee shall be given the opportunity to comment in writing on the adjusted appraisal and shall be given a copy of the adjusted appraisal.

Article 21
PRESERVATION OF BENEFITS

Section 21.01 Partial Invalidity

The parties recognize that the provisions of this Agreement cannot supercede law. Nothing in this Agreement is intended to conflict with state or federal laws. In the event that any provisions of this Agreement are found to be inconsistent with existing laws, the provisions of such laws shall prevail. 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.

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

Section 21.02 Increase in Benefits

In the event the Office of Administration recommends across the board pay increases for all state employees, such recommendation shall include the employees covered by this Agreement.

Section 21.03

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

Article 22
WORKING OUT OF CLASS

Section 22.01

Employees shall be provided a copy of their job class specification upon request.

Section 22.02

The Employer shall assign work duties appropriate to Employee's job classification. Any time an employee does not believe that the duties of the position are appropriate to his/her classification, he/she may request a review in writing to the Employer, using the forms and procedures prescribed by the Division of Personnel. When such requests are received, the Employer will initiate the review in a timely manner. The results of this review will be reported to the employee and the Union. A status update of this review will be rendered to the employee upon request.

Section 22.03

Management reserves the right to assign duties beyond the job class specification as necessary to fulfill the mission of the Agency. The Employer agrees that such duties are temporary and intermittent and shall not constitute a majority of the work hours. Employees will be encouraged to discuss duties not specified within the employee's performance expectations that interfere with the completion of their assigned expectations with their supervisor to reach a mutual solution.

If the Employer anticipates that the Employee will work out of class for a majority of the time, temporary performance appraisal job expectations will be drafted by the Employer and Employee. These temporary job expectations will accurately reflect the duties to be performed and will be time limited. A supervisory review will be conducted at a mutually agreed time to examine the permanence of additional duties. Reclassification to an appropriate higher job classification will be recommended by the Employer, if appropriate. The Employer shall adhere to the provisions of FLSA.

Article 23
JOB VACANCY POSTINGS

A job vacancy within the bargaining unit shall be posted for a minimum of seven (7) days on intra-office electronic communication systems, where available, and in designated locations within the agency at the facility where the vacancy exists. Applicants will be notified of the final determination within thirty (30) days after the selection for a position.

Article 24
DUES CHECK OFF

Section 24.01 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 24.02

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 24.3

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 24.4 Revocation of Membership

Any employee who has previously submitted a written authorization for voluntary deduction of union-membership dues may revoke the authorization by submitting written notification to their Human Resources or payroll office.

When an employee is appointed to a position that is not in the bargaining unit, the employee should notify their Human Resources or payroll office to stop the payroll deduction of Union dues.

Section 24.5

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 24.06

Union membership/information 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. The Union membership/information card will list the following options:

- Join the Union and authorize the payroll deduction of membership dues.
- Do not join, but provide the Union with their home address in order to receive mailings regarding Union activities.
- Do not join and do not provide the Union with a home address.

Section 24.7

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.

Article 25
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.

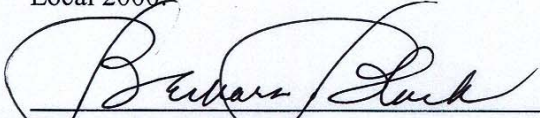
Article 26
TERM OF AGREEMENT

This Agreement shall become effective upon ratification and signature of the parties and shall expire June 30, 2010 unless mutually agreed to open at an earlier date.

Signatures

By affixing their signatures below, the Union (SEIU Local 2000, affiliated with the Service Employees International Union) and the Employer (State of Missouri) 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. This agreement shall remain in effect from September 1, 2006 through and including, August 30, 2010.

For Service Employees International Union
Local 2000:

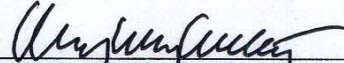


Barbara Black, President
SEIU Local 2000

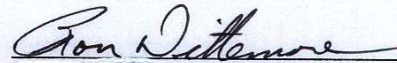


Sterling Brown
SEIU Local 2000

For the State of Missouri:



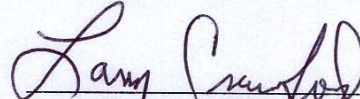
Michael N. Keathley, Commissioner
Office of Administration



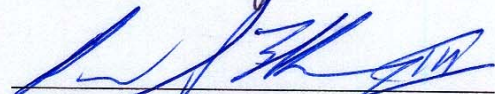
Ron Wittenore
Director
Department of Mental Health



Director
Missouri Veterans Commission



Larry Crawford, Director
Department of Corrections



Paul Buckley, Chief Negotiator
Office of Administration

Appendix A
BARGAINING UNIT CLASSIFICATIONS

Department of Corrections

<u>Index</u>		<u>Classification Title</u>
<u>Number</u>		
4401	Associate Psychologist II	
4007	Dentist III	
4402	Psychologist I	
4320	Registered Nurse I	
4321	Registered Nurse II	
4322	Registered Nurse III	
4323	Registered Nurse IV	
4466	Speech-Language Pathologist	
4493	Substance Abuse Counselor I	
4494	Substance Abuse Counselor II	

Department of Mental Health

<u>Index</u>		<u>Classification Title</u>
<u>Number</u>		
3005	Academic Teacher I	
3006	Academic Teacher II	
3007	Academic Teacher III	
4400	Associate Psychologist I	
4401	Associate Psychologist II	
4445	Case Manager I (Developmental Disabilities)	
4446	Case Manager II (Developmental Disabilities)	
4447	Case Manager III (Developmental Disabilities)	
4468	Children and Youth Specialist I	
4469	Children and Youth Specialist II	
5278	Clinical Casework Assistant I	
5279	Clinical Casework Assistant II	
4505	Clinical Pharmacist	
5280	Clinical Social Work Specialist	
4439	Counselor-in-Training	
4003	Dental Hygienist	

Department of Mental Health-continued

<u>Index</u>		<u>Classification Title</u>
<u>Number</u>		
4005	Dentist I	
4006	Dentist II	
4007	Dentist III	
2101	Dietitian I	
2102	Dietitian II	
4407	Habilitation Specialist I	
4408	Habilitation Specialist II	

4477	Interpreter/Transliterato
3020	Librarian I
3021	Librarian II
5283	Licensed Clinical Social Worker
4440	Licensed Professional Counselor I
4441	Licensed Professional Counselor II
4280	Medical Specialist I
4281	Medical Specialist II
4507	Mental Health Coordinator I
4455	Music Therapist I
4456	Music Therapist II
4330	Nurse Practitioner
4423	Occupational Therapist I
4424	Occupational Therapist II
4501	Pharmacist
4431	Physical Therapist I
4432	Physical Therapist II
4274	Physician I
4275	Physician II
4276	Physician III
4277	Psychiatrist I
4278	Psychiatrist II
4402	Psychologist I
4597	Quality Assurance Specialist (MH)
4463	Recreational Therapist I
4464	Recreational Therapist II
4279	Senior Psychiatrist
5284	Social Work Practitioner I
5285	Social Work Practitioner II
3045	Special Education Teacher I
3046	Special Education Teacher II
3047	Special Education Teacher III
4471	Speech-Language Pathology Assistant I
4472	Speech-Language Pathology Assistant II
4466	Speech-Language Pathologist

Department of Mental Health-continued

<u>Index</u>		<u>Classification Title</u>
<u>Number</u>		
4493	Substance Abuse Counselor I	
4494	Substance Abuse Counselor II	
4412	Vocational Rehabilitation Specialist I	
4413	Vocational Rehabilitation Specialist II	
4435	Work Therapy Specialist I	
4436	Work Therapy Specialist II	

Department of Public Safety – Missouri Veterans Commission

<u>Index Number</u>	<u>Classification Title</u>
5280	Clinical Social Work Specialist I
5283	Licensed Clinical Social Worker
4276	Physician III
4463	Recreational Therapist I
4464	Recreational Therapist II
4320	Registered Nurse I
4321	Registered Nurse II
4322	Registered Nurse III
5284	Social Work Practitioner I
5285	Social Work Practitioner II

This unit excludes all clerical, technical, and paraprofessional job titles. Also excluded are all supervisors, confidential employees, managers and Registered Nurses in the Department of Mental Health represented by The Missouri Nurses Association.

Appendix B
OVERTIME CATEGORY BY JOB CLASSIFICATION

The below lists of job classifications defines which overtime category each bargaining unit classification is in for purposes of Article 15 of this Agreement and as defined by Uniform Classification and Pay Plan maintained by the Office of Administration/Division of Personnel.

Overtime Code 2 Classifications

Clinical Casework Asst I	Registered Nurse I
Clinical Casework Asst II	Registered Nurse II
Dental Hygienist	Registered Nurse III
Interpreter/Transliterater	Substance Abuse Counselor I
Librarian I	Work Therapy Specialist I
	Work Therapy Specialist II

Overtime Code 1 Classifications

Academic Teacher I	Music Therapist I
Academic Teacher II	Music Therapist II
Academic Teacher III	Occupational Therapist I
Assoc Psychologist II	Occupational Therapist II
Case Manager I (Developmental Disabilities)	Pharmacist
Case Manager II (Developmental Disabilities)	Physical Therapist I
Case Manager III (Developmental Disabilities)	Physical Therapist II
Children & Youth Spec I (Psychiatric)	Recreational Therapist I
Children & Youth Spec II (Psychiatric)	Recreational Therapist II
Clinical Social Work Specialist	Social Work Practitioner I
Counselor In Training	Social Work Practitioner II
Dietitian I	Special Education Teacher I
Dietitian II	Special Education Teacher II
Habilitation Specialist I	Special Education Teacher III
Habilitation Specialist II	Speech-Language Pathology Assistant I
Librarian II	Speech-Language Pathology Assistant II
Licensed Clinical Social Worker	Speech-Language Pathologist
Licensed Professional Counselor I	Substance Abuse Counselor II
Licensed Professional Counselor II	Vocational Rehab Spec I
Mental Health Coordinator I	Vocational Rehab Spec II

Overtime Code 0 Classifications

Clinical Pharmacist
Dentist I
Dentist II
Dentist III

Medical Specialist I
Medical Specialist II
Mental Health Coordinator II
Nurse Practitioner
Physician I
Physician II
Physician III
Psychiatrist I
Psychiatrist II
Psychologist I
Quality Assurance Spec MH
Registered Nurse IV
Senior Psychiatrist