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Title: **Missouri, State of (Departments of Mental Health, Veterans Homes, Office of Administration) and American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO, Council 72 (2003)**

K#: **800050**

Employer Name: **Missouri, State of (Departments of Mental Health, Veterans Homes, Office of Administration)**

Location: **MO Jefferson**

Union: **American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO**

Local: **Council 72**

SIC: **8063**

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AGREEMENT

Between

The Departments of
Mental Health and
Public Safety, Missouri Veterans Commission

and

Office of Administration
State of Missouri

and

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

Patient Care Support Bargaining Unit

July 10, 2003 through June 30, 2006

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PREAMBLE

This Agreement is entered into by the State of Missouri (Departments of Mental Health, Veterans Homes and Office of Administration), hereinafter known as "Employer", and AFSCME, Council 72, (hereinafter known as "Union"), on behalf of the eligible employees in the bargaining unit, as described in Schedule 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 Schedule A for the purpose of resolution of issues concerning salaries, wages, benefits, and other terms and conditions of employment. The Employer will not meet and confer 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 Schedule A, but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, and provisional, or who are otherwise excluded by law, or who occupy classifications not listed in Schedule A. The inclusion of original probationary employees in this unit is not intended to grant such employees with the same status or rights as those possessed by regular full-time employees.

Section 3. Bargaining Unit Work
The Employer will not assign work to non-bargaining unit employees for the purpose of reducing or eroding the bargaining unit.

Article 2
UNION RIGHTS

Section 1. Union Activity and Work Place Access
Activities permitted without loss of pay under this section include the investigation, processing, and presentation of bargaining unit employees' grievances, representing said employees in meetings with management, and making presentations during new employee orientation. Time off for activities outlined in this section shall 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 operation of the facility and the work of those involved.

a) On duty Union stewards or officers shall be allowed time off with pay during working hours in designated non-work areas of the Employer. Stewards must notify their supervisor upon leaving the work area and obtain approval in order to work on union business, with as much advance notice as is practical according to the circumstances, and must notify the supervisor upon return to the work area.

b) On duty Union stewards or officers from other work locations, in addition to the requirements set forth in section 1(a) of this Article, must also obtain approval from the work location head or designee of their work area and the work area to which they are going. Such approval shall not be unreasonably denied.

c) Off duty Union stewards or officers, in addition to the requirements set forth in section 1(a) of this Article, must also obtain approval from the Facility head or designee when entering the facility. Access shall not be unreasonably denied.

d) At the employee's request, other employees who are on duty may serve as witness on behalf of the employee if no designated steward or alternate is available for steward activities, provided that they meet the requirements in each of the subsections above.

e) Non-employee Union representatives can perform those activities referenced in this Section, but must obtain approval from the facility head or designee when entering the facility. Access shall not be unreasonably denied.

f) Off duty Union officers or stewards, Union representatives and other off duty employees will be permitted to distribute AFSCME literature during non-work times in non-work areas as designated by the facility head or designee. Such literature shall not include political campaign literature.

g) Employees, when conferring with the Union about work related problems, have the right to privacy, free of mechanical monitoring.

h) The Employer reserves the right to remove or prohibit distribution or display of material on facility property that is disruptive of facility operations or the treatment environment. If the material is removed, the Union may request a meeting with the head of the facility or the designee within 24 hours.

Section 2. Time Off for Union Activities

a) Consistent with staffing needs of the Employer, 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 in accordance with the Seniority Article of this Agreement

b) Consistent with staffing needs of the Employer, leaves of absence without pay may be granted for the purpose of engaging in Union activities in accordance with the leave of absence rules of the Personnel Advisory Board. This leave may be for periods of up to 1 year. Requests for extensions of these leaves of absences will be considered on a case by case basis. These requests for absences, when possible, must be submitted 30 days prior to the requested absence.

c) Employees shall retain and continue to accumulate seniority in accordance with the Seniority Article of this Agreement, while on approved leave of absence to engage in Union business.

Section 3 Bulletin Boards

Each facility shall provide at least one designated, secured bulletin board for posting Union material. The Employer agrees to install additional secure or non-secure bulletin board(s), provided by the Union, at a mutually agreed upon location(s). 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 Union will furnish the Employer in advance with a copy of all literature to be placed on the board by the Union. Such literature shall not include political campaign literature. The Employer will review the material and indicate whether the Employer believes the distribution or display of the material on facility property will unduly disrupt the facility operations or the treatment environment. If the Employer finds the material to be unduly disruptive, the employer will remove the material. The Union will ensure that the Employer has a working key to the bulletin board at all times. If the material found to be unduly disruptive has not yet been posted or distributed or if the material is removed from the bulletin board the union may contact the Department or Division Director to review the determination. Such contact will occur within 24 hours of the determination or the removal of the material.

Section 4. Information Provided to Union

Once each quarter, the Office of Administration shall provide the Union with a current list of active bargaining unit employees. This list shall include the employee's Name, Agency (Department), Organization, Home Address, Job Classification and straight time

base pay rate. This list will also include a Unique Employee ID number other than the employee's Social Security Number for the purpose of tracking changes from one reporting period to the next.

a) The Union shall upon request receive such information on CD-ROM, where available, from the Office of Administration.

b) The Employer will notify the Union no less than 15 days in advance when a bargaining unit position (vacant or otherwise) is abolished or otherwise removed from the bargaining unit, and upon request discuss with the Union such abolishment.

Section 5. Union Meetings
The Employer agrees to allow use of available conference and meetings rooms by the Union for the administration of terms of this Agreement. Use of these rooms must be requested in advance and approval received from the Facility head or designee. Such meetings shall not disrupt the work of the facility.

Section 6. Union Orientation
The Employer shall notify the Union at least seven (7) days in advance of orientation/training classes for new employees in the bargaining unit. The Union shall be allowed thirty (30) minutes to make a presentation to such employees. The Employer and the Union shall agree upon the time for such presentation so that all new employee orientation activities may be coordinated appropriately.
If notice is not given, an alternate time shall be arranged for the Union's orientation. Attendance by new employees shall be mandatory and without loss of pay of the employees involved. The information covered at such meetings shall not include political campaign material.

Section 7. 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 stating the Union is recognized by the Employer as the exclusive bargaining representative of classifications listed in Schedule A, and that there is currently an Agreement in effect between the Employer and the Union concerning terms, conditions and privileges of employment.

Section 8. Successor Agreement
For the purpose of negotiating a successor Agreement, the Union and the Employer agree to meet at least ninety (90) days prior to the first negotiation session in order to establish ground rules. One bargaining unit member from each facility will be allowed time off with pay to attend negotiation sessions.

Section 9. 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
INFORMATION

In addition to any other Article(s) of this Agreement regarding the provision of information, the Union shall be provided all requested information relevant to its collective bargaining and/or representation activities on behalf of its bargaining unit members at no cost to the Union.

If the Employer determines that the volume of the request(s) is unreasonably excessive, the Employer shall request an immediate review by the Department Director or the Director of the Veterans Commission as appropriate. The Employer is under no obligation to comply with the request(s) until such review by the Department or Division Director is resolved. Under these circumstances, the Union will reimburse the Employer for expenses generated in compiling information. Such costs may be reduced as provided by law. Pending review, the Union representative is permitted access to review the requested information.

Under no circumstances is the Employer required to provide information protected from disclosure by law.

The Union will reimburse the Employer for expenses generated in compiling information for all other requests. Such cost may be reduced as provided by law.

Article 4
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 suspend, demote and dismiss for cause;
- The right to furlough and layoff employees;
- 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;
- 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 5
NO STRIKES OR WORK INTERRUPTIONS

Section 1.
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 quality Client care and consequently agrees that no lockout of employees shall be instituted.

Article 6
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.

Deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

Section 2. Membership/Authorization Cards
The Employer shall make available Union membership/authorization cards to employees. Such cards shall be supplied by the Union and will provide authorization for subsequent adjustments in the dues rate.

Section 3. Information to the Union
The aggregate deduction of all employees, and a list of names, job classification, home and work addresses, home and work phone numbers of all employees in the bargaining unit and their individual deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic form. The Union shall advise the Employer of any increase in deductions in writing at least fifteen (15) days prior to its effective date.

Section 4. Union Security

A. Union Representation Fee
A standard form prescribed by the Office of Administration shall be executed prior to the commencement of State employment by new bargaining unit employees authorizing the checkoff of service fees described herein. The checkoff form shall authorize and instruct the Commissioner of Administration to deduct the service fee from each new bargaining unit employee's compensation. The form will be signed prior to the bargaining unit employee's start date.

Those employees employed by the State prior to the ratification date of this Agreement wishing to voluntarily contribute service fees may authorize such payments by submitting a signed authorization form. Payments from such employees shall not be required as a condition of employment nor will employees be compelled to pay the service fee.

Current union members who decide to discontinue their union membership during the window period following ratification will not be required to pay the service fee. Thereafter, new and existing union members who discontinue their union membership during subsequent window periods will be required to pay the service fee and sign a check off form authorizing and instructing the Commissioner of Administration to deduct the service fee from the employee's compensation. The union membership card will describe the service fee obligation and serve as the check off form for their voluntary deduction authorization.

The service fee deduction will be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

It is agreed and understood that the service fees authorized herein are less encompassing than union dues, which include costs of non-core activities. The service fee amount shall annually be certified by the Union to the Commissioner of Administration.

The union shall establish and operate a procedure to protect the rights of nonmembers who are required to make service fee payments to such organization, which shall include:

1. an annual notice to such nonmembers of the service fee amount they are required to pay, including an audited union financial statement and a disclosure by the Union of the manner it has arrived at the service fee amount;

2. a procedure allowing nonmembers to challenge the union's calculation before an impartial decision maker; and

3. an escrow fund into which all amounts in dispute shall be placed pending the decision of the impartial decision maker.

In the event this provision is challenged, all monies collected pursuant to this Section must be held in escrow until it is determined to be lawful by a court of general jurisdiction.

B. Other Legal and Required Deductions

Before there is any payroll deduction for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of the prorated monthly Union dues. When an employee is in no-pay status for an entire month, no deduction shall be made to cover that pay period from future earnings. If an employee is in non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. The parties recognize that legal and other withholdings and deductions such as Social Security and federal and state income taxes shall have priority over Union dues.

C. Refund of Overpayment

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

D. Indemnification

The Union agrees to hold harmless and indemnify the State and/or Employer for any and all expenses, including but not limited to legal fees it incurs in defending any action challenging the legality of this provision or operation of this provision and to pay in full any and all judgments against the State and/or Employer. The Union agrees to hold the State and/or Employer free from any and all liability of any kind in connection with or

resulting directly from dues or service fee collection except for ordinary diligence and care in transmittal of the monies to the Union.

The provisions of this section are severable only if a court of competent jurisdiction determines that one provision is not enforceable, then the other provisions shall remain enforceable.

E. Union Security

Any employee who has previously submitted a written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization only during the month of March each year. This revocation of dues deduction shall be initiated by the employee filing a written statement, withdrawing the authorization, to Missouri Council 72, 3412 Knipp Drive, Suite 102, Jefferson City, Missouri 65109. This authorization must be RECEIVED by Council 72 at any time prior to March 31. If there is a termination of employment, the deductions will stop the effective month of the termination.

Article 7
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination
It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all eligible employees according to federal laws 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.

In addition, the Employer and the Union respect and value the diversity of the workforce and agree that discrimination based on sexual orientation should not be tolerated.

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

Section 2. Affirmative Action Committees
The Union may appoint a representative on all affirmative action committees.

Article 8
GRIEVANCE AND ARBITRATION

Section 1. Definitions
A grievance is defined as any dispute or difference between the Employer and the Union or any employee with respect to the meaning, interpretation or application of this Agreement. Claims that can be brought before the EEOC or the Missouri Commission on Human Rights are not covered by this Agreement, and will follow the normal filing procedures allowed by law. Initiation of a grievance or appeal under any other procedure or in any other forum waives all rights to proceed under the grievance and arbitration procedures contained in this Article.

Section 2. Principles
The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances and to further the purpose of this Agreement, to promote harmonious employee relations.

Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to file grievances and the responsible use of this procedure. The parties agree that in order for the grievance procedure to function efficiently and 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 the grievance whenever possible.

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

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

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.

Grievance Process
Preliminary Step – Immediate Supervisor
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, but no later than fourteen (14) calendar days from the date the employee became aware, or by reasonable diligence, should have been aware of the act or omission. The employee

will reduce his/her dispute to writing. The supervisor will render a response to the dispute within five (5) calendar days after the meeting. Decisions as this step shall not be used as precedent for any subsequent case.

If the Employer has a mediation program available, it will incorporated into the grievance process, as agreed to by the parties.

Step 1.
If the dispute is unresolved, the employee and the Union may present the grievance in writing on a form mutually agreed upon by the Employer and the Union to the following administrators (hereinafter 'administrator'):

For Department of Mental Health -Work Manager
For Veteran's Commission - Department Head

within ten (10) calendar days of a decision at the Preliminary Step, or if there is no decision at the Preliminary Step, within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of the date when the employee became aware of or by reasonable diligence should have been aware of the act or omission. The written grievance form will stipulate the relevant Article of the Agreement and the specific remedy being sought. The form must be signed by the employee or the Union representative in the case of a Union grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps. The administrator or his/her designee will meet with the Union representative and the grievant within ten (10) calendar days, 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. The response will be sent to the appropriate Union representative and employee.

Step 2.
In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing on the grievance form to the Facility Head/Division Director or his/her designee as appropriate within fourteen (14) calendar days from receipt of the Step 1 decision. The written appeal must include reasons why the Step 1 decision is being appealed. The Facility Head/ Division Director or designee will meet with the Union and the grievant within ten (10) calendar days, 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. The response will be sent to the appropriate Union representative.

Step 3.
If the event that the grievance is not resolved at Step 2, an appeal may be taken by the Union in writing on the grievance form to:

The Division Director for Veteran's Commission and Department of Mental Health

within fourteen (14) calendar days of receipt of the Step 2 decision. The written appeal must include reasons why the Step 2 decision is being appealed. The Division/Department Director or designee shall meet with the Union and the grievant within fifteen (15) calendar days and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative.

Pre-arbitration meeting
No later than 30 calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Local and/or the International Union will meet to discuss the grievance and determine if settlement is possible.

Arbitration
If the event that the grievance is not resolved at Step 3, the Union may pursue arbitration by providing the Employer (The Division Director for Veteran's Commission and Department of Mental Health) within thirty (30) calendar days of receipt of the Step 3 decision, a completed request for panel of arbitrators on the form provided by The Federal Mediation and Conciliation Services (FMCS).

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

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

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

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

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The express provisions of this Agreement will be the sole source of any right the Union may assert in arbitration. The arbitrator will have no authority to find that the Employer is bound to do or refrain from doing any thing or act unless it is clear from the express provisions of this Agreement that this result was intended by the parties. Further the arbitrator shall not issue any decision which exceeds his/her authority under Executive Order 01-09 unless such authority is expanded pursuant to statutory changes implemented subsequent to the execution of this Agreement. Likewise, if the authority of an arbitrator is diminished pursuant to court action or

statutory changes, those decisions or statutory changes will prevail. The arbitrator will recognize the statutory and regulatory requirements of the Employer.

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

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

Arbitration Decisions
The decision and award of the arbitrator will be final and binding on the Employer, the Union and the employee or employees involved, unless judicial review is sought. However, where resolution of an issue may not be final and binding under the Missouri Constitution and Laws, the arbitrator may provide a written recommended resolution. No arbitration award will request or order the additional appropriation of funds. The arbitrator's award will be limited to an interpretation of the terms of the agreement.

The arbitrator's decision shall be rendered in writing no later than 30 calendar days after the closing of the record of the hearing, or receipt of post-hearing briefs. The parties reserve the right and encourage the use of an expedited arbitration process, to be developed by the parties at a later date.

Section 3. Time Limits

a) Failure of the employee or Union to comply with the time limits under this Article renders the grievance void and terminated.

b) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

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

d) The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an

answer/response/decision will constitute a timely response if postmarked within the answer period.

Section 4. Time Off
The grievant and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union steward or 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 5. Meeting Space and Equipment Use
Upon request, the Union representative will be allowed the use of an available appropriate space and equipment while investigating or processing a grievance.

Section 6. Travel or Expenses
The Employer shall not be responsible for any travel or expenses incurred by grievants, Union representatives or witnesses called by the Union, in the processing of grievances.

Section 7. 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.

Section 8. Pertinent Witnesses and Information
Except as otherwise provided in this Article, the Employer or the Union may request access to witnesses and specific non-privileged documents and other information that is reasonably available and pertinent to the grievance under consideration. Such requests will not be unreasonably denied, and when granted will be in accordance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

Section 9. Grievances and Appeals of Suspensions, Demotions, and Dismissals
Grievances concerning dismissals, demotions or suspensions of regular employees 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 in accordance therewith, until such time as any amendment to the relevant rules covering appeals of suspensions greater than five (5) days, demotions and dismissals becomes final.

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

The Employer and Union agree that where an employee covered by this Agreement has the right to process a grievance-appeal through either the procedure provided herein, or through the Personnel Advisory Board, and, if such employee files an appeal with the Personnel Advisory Board:

a) the Agreement grievance filed under this Article will immediately cease.

b) If no agreement grievance has been filed prior to the filing of the Personnel Advisory Board appeal, the employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this Agreement.

If the appeal to the Personnel Advisory Board is withdrawn by the employee, or not accepted by the Personnel Advisory Board, the processing of a timely grievance will be permitted.

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

Article 9
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, but should occur prior to discipline being imposed. Corrective action may include verbal or written counseling.

Section 2. Just Cause
Disciplinary action may be imposed upon a regular employee for just cause. The Employer shall make its decision regarding discipline as quickly as possible considering all circumstances. The Employer agrees to the concept of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose an appropriate level of discipline for which there is just cause. Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspension without pay, unacceptable conduct notices and written reprimands.

Section 3. Disciplinary Process

a) If an employee is questioned about a matter that he/she has reasonable ground to believe it 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. An employee, steward, or local union officer shall not provide such advice, assistance or representation if he/she is also under investigation in that same matter.

b) A regular employee will be given at least ten(10) calendar days 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 Employer shall attempt to hold these meetings, as described in Section 3(b) of this Article, 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.

d) The arrangements for assistance or representation shall not delay the proceedings.

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, involuntary demotion or dismissal is proposed, a regular 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.

   During the investigation stage where there is a possibility that discipline will occur, the documentation of a written reprimand, suspension, involuntary demotion or dismissal may include names of witnesses and copies of pertinent documents, and will be provided at no cost to the employee on the next regular business day of such request. However, once an appeal of a disciplinary action is filed under the Grievance and Arbitration Article of this Agreement, all pertinent witnesses and information will be provided in accordance with that Article. The employee is authorized to share such information with his/her representative.

g) No employee covered by this agreement will be required to take a polygraph examination or Computer Voice Stress Analysis (CVSA) as a condition of retaining employment, nor shall he or she be subject to discipline for refusal to take such examination except in cases of alleged client abuse or neglect as provided in Section 4 of this Article.

h) Grievances of disciplinary actions are governed by the procedures outlined in Article 8 (Grievance and Arbitration).

i) If the Employer has reason to correct, counsel, or discipline an employee, it shall be done as privately as possible.

j) The Employer agrees to inform the employee, who is the subject of the investigation, of the outcome, in writing, within seven (7) days upon completion of any investigation.

Section 4. Client/Resident Abuse and Neglect Investigations
The Union and the Employer agree that both the Employer and the employees have an obligation to protect the vulnerable clients and residents in their care.

The Union and the Employer further agree that false accusations are of mutual concern and both parties agree that they will not be tolerated. An employee who makes a false accusation that is shown to be based in personal conflict and not the welfare or interest of the clients and residents will be subject to discipline up to and including dismissal.

To these ends, the Union and the Employer agree that every effort should be made to fully investigate allegations of client/resident abuse or neglect.

a) Any employee covered by this Agreement who is under investigation for client/resident abuse or neglect will be subject to the disciplinary process described in Section 3 of this Article including the right to Union representation during the investigation.

b) An employee who is under investigation regarding allegations of client/resident abuse or neglect (as defined by federal, state or department operating regulation) may be required to take a polygraph or CVSA examination regarding the circumstances of the incident(s).

c) If, at the employer's discretion, the initial investigation supports the need for an employee or employees to submit to an abuse/neglect polygraph or CVSA examination, the Employer will make every effort to conduct the examination in the following order:
   - The employee who made the allegations
   - Witness(es) whose account supports the allegation(s)
   - The employee(s) against whom the allegations have been made
   - The witness(es) for employee(s) against whom the allegations have been made (up to a limit of five(5)).

   All examinations mentioned herein shall be at no cost to the employee.

d) If an employee is required to take an abuse/neglect polygraph or CVSA examination, the examination questions, that employee's answers and that employee's written examination results will be provided to the employee, at his or her request and at the cost of the employer. The questions, answers and results will be considered confidential information, as required by law; however, the employee will be entitled to share the information with his/her Union representative.

e) At the employee's request (see Section 3(a) of this Article), the Union will be informed in advance of the time and location of the examination and the employee's Union representative will be allowed to remain in a location near the testing area as designated by the person administering the exam.

f) The test results of a polygraph or CVSA examination will not be the sole basis for disciplinary action against any employee.

g) Each facility covered by this Agreement will report on its use of polygraphs or CVSA examinations simultaneously to the Department or Division Director and the Union on a quarterly basis. The report will include the following information:
   - The number of polygraphs conducted or CVSA examinations given during the previous quarter.
   - A brief description of the allegations involved in each investigation.
   - The results of each investigation in which a polygraph or CVSA examination was given.

If the Union or the Employer has any concerns about the administration of the polygraph or CVSA examinations, the quarterly report may be introduced by the Union or the Employer as an agenda item for a Labor-Management meeting. If the concerns are not resolved at the Labor-Management meeting, a Union representative may contact the Department or Division director to further discuss the Union's concerns about the quarterly report or the administration of the polygraph or CVSA examinations.

Article 10
PROBATIONARY EMPLOYEES

Section 1. Probationary Period
An employee is a probationary employee for his/her first six (6) months.

Section 2. Promotional Probationary Period
A promoted employee may be returned to his/her former position classification any time during the probationary period due to inability to perform duties and responsibilities of the newly promoted position classification.

Section 3. Seniority
A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

Article 11
SENIORITY

Section 1. Definition
For the purpose of this Agreement, seniority shall be defined as the length of an employee's service with the Employer beginning with the most recent date of hire.

Section 2. Loss of Seniority
Seniority will be terminated when an employee:

a) Voluntarily resigns, retires or is laid off for a period of more than three (3) years.
b) Is dismissed. If reinstatement occurs, seniority will also be reinstated.

Section 3. Ties in Seniority
If it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be determined by the date of the receipt of applications for employment of the employees. In the event the tie is not resolved by date of receipt of application, then the tiebreaker shall be the lowest of the last four digits of the Social Security Number of the affected employees. The employee with the lower number shall be considered least senior in such cases.

Section 4. Seniority while on Unpaid Leave
Employees shall continue to accumulate seniority while on approved unpaid leave of absence.

Section 5. Seniority Lists
The Employer agrees to provide the Union Stewards a facility seniority list of employees by classification and to update this list quarterly.

Article 12
OVERTIME AND SCHEDULING

Section 1. Definition of Overtime
Overtime is defined as any hours worked over forty (40) in a work week. Overtime will be compensated at the rate of one and one-half times the employee's straight time hourly rate whether as pay or compensatory time.

The Employer retains the right to assign overtime as necessary to meet the staffing needs of the facilities, in compliance with this agreement.

Section 2. Overtime Procedures

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. This list will be open to bargaining unit employees as well as qualified employees outside of the bargaining unit. The list will represent all shifts and days that the employee may volunteer to work overtime. Any employee who volunteers to work and is placed on the schedule will be expected to work, with notice requirements equivalent to a regularly scheduled workday. Any employee who volunteers to work, but is not yet placed on the schedule, may withdraw his/her name from the voluntary overtime list without penalty, provided the withdrawal occurs eight (8) hours before the start of the overtime shift. Should notice of withdrawal be less than eight (8)hours, the employee will not be eligible to volunteer for overtime for one (1) month from the date of such refusal.

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. Voluntary overtime will be offered to employees outside of the classification where the opportunity exists only if there are no volunteers in that classification.

5. The Employer will make every effort to rely on its voluntary overtime procedures to avoid placing the sole burden of mandatory overtime on direct care staff.

6. Voluntary overtime will be paid to the extent allowed by budget and operational necessity as determined by the Employer. Employees will accrue compensatory time when overtime cannot be paid. Employees may choose compensatory time in lieu of pay as provided by law.

B. MANDATORY OVERTIME

1. When the Employer determines sufficient staff is not available to meet staffing ratios and requirements, mandatory overtime will be deemed necessary.

2. The mandatory overtime list will be posted in a location that is easily accessible to all employees at all times.

3. Lists will be maintained for rotation of mandatory overtime for direct care staff and additional work hours for supervisors, managers and other professionals consistent with their qualifications and competencies, excluding those employees covered by existing labor agreements. 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. Employees working their last scheduled shift prior to days off will not be mandated.

5. Every effort will be made so that employees will not be mandated on scheduled days off.

6. Reasonable efforts will be made to secure volunteers so that no employee shall be mandated to work beyond twelve (12) hours in a twenty-four (24) hour period, inclusive of their regularly scheduled shift.

7. Reasonable efforts will be made to secure volunteers or to rotate assignments equitably in order to avoid mandating employees for a shift of four (4) or more consecutive hours more than one time per month.

8. Mandatory overtime will be paid to the extent allowed by budget and operational necessity as determined by the Employer. Employees will accrue compensatory time when overtime cannot be paid. Employees may choose compensatory time in lieu of pay as provided by law.

C. EMPLOYEES WORKING MORE THAN TWELVE (12) HOURS

For any employee who is mandated to work more than twelve (12) consecutive hours, the employer will make a reasonable effort to provide up to twelve (12) hours off work before their next scheduled shift, except by mutual agreement.

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 seven (7) days after receiving the request. Requests for compensatory time usage will not be denied, unless it unduly disrupts the operation of the facility.

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

c) Compensatory time will not be scheduled without the agreement of the employee.

Section 4. Paying Down Compensatory Time

a) Prior to July 1, 2003, the Employer agrees to pay down compensatory time balances existing as of the ratification date of this Agreement that are in excess of forty (40) hours. If balances are paid down to less than forty (40) hours, employees may request to continue to maintain a compensatory time balance of no more than forty (40) hours.

b) After July 1, 2003, the Employer agrees to pay down compensatory time at least once per year. Each employee will have the option of maintaining up to forty (40) hours of compensatory time instead of receiving pay. Such time may be paid off during the last quarter of each fiscal year. When employees earn overtime they shall have the option to elect either pay or compensatory time for these hours. Such elections shall be communicated on a form agreed to by the parties.

c) All compensatory time will be paid off prior to the effective date of any promotion for the affected employee.

d) The provisions of this Section will apply only in each year in which the Department/Division is subject to no withholdings in excess of the Governor's 3% reserve.

Section 5. Call to the Work Site

a) An employee who is called to the work site outside of his/her normal work hours, not in conjunction with his/her regular shift, will receive credit for a minimum of two (2) hours if sent home at any time within the first two (2) hours. Time and one-half overtime credit will be calculated only for hours physically worked, that meet the definition of overtime per Section 1 above. Recall will be voluntary only, except for mandatory training.

b) Any call or visit to an employee in excess of fifteen (15) minutes by the Employer will be considered time worked.

Section 6. Daylight Savings Time

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

Section 7. 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 will be credited as time worked.

Section 8. On-Call Time
On-call time is a situation where an employee is given a pager or cell phone, so that, if needed, they may be called into work. Employees placed on on-call status will not be compensated, unless called in to work. If called into work, he/she will be compensated a minimum of two (2) hours.

Section 9. Breaks
Rest Periods: Except in cases of emergency or highly unusual circumstances, there will be one (1) rest period of fifteen (15) minutes each during each four (4) hours or more or major portion thereof. These breaks may be combined with meal periods to extend the meal period where mutually agreed by the Employer and the Employee. Rest periods may not be taken at the beginning or end of the employee's shift.
"Meal Periods": Work schedules will provide for the work day to be broken at approximately mid-point by an uninterrupted meal period of not less than thirty (30) minutes and no more than one (l) hour. Employees will have the right to leave their assigned work area during such 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, will have such time counted as hours worked for the purpose of Section 1 above and will be compensated at the appropriate rate, straight time or time and a half, whichever may be applicable.

Section 10. Scheduling Practices
Schedules will be established by the Employer in compliance with this Agreement. Changes in a posted schedule may be made only by mutual agreement of the employer and the affected employee(s).

Section 11. Work Schedule Selection
When permanent changes in shift or days off assignments are made by the Employer, seniority will be utilized to determine shift assignments or days off. If as a result of this process, an employee is assigned to another shift, seniority will not be utilized to displace any existing employee's days off.

Section 12. 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 will 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.

Section 13. "Day Trading"
Employees in the same classification will be allowed to mutually agree to switch shifts and days off.

Section 14. Replacements

Excluding day trading situations, it is the responsibility of the Employer, not employees, to schedule and ensure adequate replacements.

Article 13
PRN

It is agreed that PRN Employees are a needed and valued asset to the services of the Employer. It is further agreed that PRN employees are here to help provide the opportunity for more favorable scheduling for bargaining unit employees and by definition are on an as needed basis. PRN employees may not restrict which unit they will work, exclusive of facilities with maximum and/or intermediate security units. Permanent, full-time staff schedules will not be altered to accommodate the scheduling needs of PRN Employees.

PRN Employees must be fully qualified for the assignment they are given.

Bargaining Unit Employees that are on duty shall be given first choice for overtime prior to calling in unscheduled PRN staff.

All time worked as PRN by Bargaining Unit employees shall be counted in the calculation of overtime.

Article 14
CLIENT SAFETY & QUALITY OF LIFE
CLIENT/RESIDENT CAREGIVER STANDARDS

The Employer and the Union mutually desire that staffing levels in state institutions are sufficient to insure safe, high quality, effective delivery of institutional services.

Section 1. Client-Care Giver Ratios

a) Minimum staffing standards for each facility or ward/unit/program will be based on census and acuity levels, and existing staff ratios shall not be reduced for the life of this Agreement except as required by law or regulation or as provided by state or federal accreditation standards.

b) Daily staffing plans will be posted.

c) The Employer will maintain the minimum staffing standards.

d) Assignment of staff in addition to the minimum standards will be based on the number of clients requiring special needs, close proximity, close observation, acuity or line of sight supervision

e) Staff assigned one-on-one client care will not be counted in the minimum staffing standards or assigned any additional duties.

f) Staff assigned to administer medications will not be unduly interrupted during the medication administration process. On occasion, urgent or emergent situations may arise for which the employee administering medications may need to provide immediate assistance and will do so in such situations.

g) Staff transporting client(s) who require an escort will have adequate escort staff to accompany the client(s). A driver will not be counted as an escort, except as indicated by a client's behavior support plan, treatment plan, care plan or the facility's pass privilege system.

h) RNs and LPNs will be counted in these ratios only in correlation to the amount of hands on direct care they are providing.

i) In the event of staffing crisis, the Employer recognizes that staff in supervisory and managerial positions, and other professionals, have a responsibility to assist with coverage duties and other duties consistent with their qualifications and competencies.

Section 2. Staffing Shortage Differential

Should staff be required to work short staffed as outlined above, for a period of more than 21 consecutive full and worked shifts, the staff person shall receive time and a half starting on the 22nd shift and ending when the staffing shortage is resolved. When the

Employer has resolved the staffing shortage by meeting the minimum staffing standards as described in this Article with any available staff, that resolution will "stop the clock" on the 21-day shift count. Any subsequent staffing shortage will "start the clock" at Day one (1). The differential shall be paid in the pay period earned. An employee's regularly scheduled shift will not be changed to avoid the payment of the staffing shortage differential.

Article 15
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 that the new or revised classification is appropriate for the bargaining unit, they shall file a stipulated unit clarification petition with the State Board of Mediation to ensure that 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 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 Missouri State Board of Mediation 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.
The Employer shall post in each Employee Information Center, within 72 hours of receipt, all job opportunity announcements by the Office of Administration, Division of Personnel. Work locations without proximate Information Centers will receive copies of job postings.

Section 4.
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 classification, he 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 forward it for review to the Division of Personnel within 10 working days. Reviews shall be conducted in order of receipt by the Division of Personnel, except in unusual situations that may require another action or request take precedence.

Article 16
FILLING OF VACANCIES

Section 1. Definition of Vacancy
A job vacancy exists when the Employer decides to fill a new position(s), or when the Employer decides to replace a previous incumbent in the bargaining unit.

Section 2. Posting
Whenever the Employer intends to fill a vacancy as defined above, a notice of such vacancy will be posted/placed in designated locations for no less than seven (7) days and such posting will set forth the required qualifications, including knowledge, skills, ability, rate of pay or pay grade, specific work location, shift and days off, work unit and job description.

Specific work location is defined as follows:

- For the Department of Mental Health, a facility.
- For the Veterans Commission, a Veterans Home.

Section 3. Bidding
Interested non-probationary employees in the job class in the same facility, and promotional probationary employees in the job class in the same facility, may submit bids for consideration for a vacancy.

Section 4. Selection

a) The Employer will fill the vacancy by selecting among qualified bidders the most senior employee who bids on the job. A qualified bidder is someone whose knowledge, skills and abilities meet or exceed the bona-fide qualifications described in the posting.

b) In the event no qualified bids are received, the employer will consider qualified applicants in the following order:

   1. Promotions, voluntary demotions, class transfers and other transfers of bargaining unit employees within the same facility;
   2. Promotions, voluntary demotions and class transfers of non-bargaining unit employees within the same facility;
   3. Office of Administration's transfer list;
   4. All others.

   Among applicants in each of these categories, the Employer will fill the vacancy by selecting the most senior employee whose knowledge, skills and abilities substantially meet or exceed the bona-fide qualifications described in the posting.

Section 5. Placement and Orientation

a) If accepted for the position, the employee will be moved into the position as soon as possible, normally, within fourteen (14) days. Employees not moved within fourteen (14) days will receive a written explanation setting forth the reason for the delay including an anticipated date for the move. Any employee awarded a bid for a new assignment must be able to commence performance of the new position duties within five (5) calendar days of acceptance. Pre-approved vacations will not be counted toward the five (5) days and exceptions may be made for unforeseen emergencies.

b) Employees who have successfully bid and have been assigned a position will remain on their newly bid position for 90 days from the date of their assignment before they are eligible to bid on another position.

c) Unit orientation will be developed for each individual area or unit. Staff must have the opportunity to review the appropriate unit orientation material. Unit orientation material will be kept on each unit and an employee may obtain a copy upon request to the supervisor. Staff new to a unit will be oriented to the condition and needs of the clients in their assignment.

Section 6. Integrity of Procedure

a) The employer will fill vacancies under the provisions of Section 4 of this Article, unless no qualified bids are received from employees. No employee will be moved to a different classification or shift to fill a vacancy without using the procedures described in this Article.

b) Upon request, class specifications, performance plans, and other existing documents that provide additional information about an individual position within the bargaining unit will be provided to the employee and/or the Union.

Section 7. Reinstatement Register

All reinstatements will be done according to the Layoff and Reinstatement Article of this agreement.

Section 8. Right to Return

At the request of the employee he/she may return to his/her former bargaining unit classification within thirty (30) days of leaving that position if a cleared vacancy in the bargaining unit classification exists.

Section 9. Miscellaneous

a) In the event specialized training is determined to be a qualification of a specific job posting, an employee at his or her request may be afforded the opportunity to participate in specialized training opportunities offered by the facility on a periodic basis. In cases where limited spaces are available, the training will be offered on the basis of seniority. The Employer encourages employees to pursue

additional training in order to enhance their skills. Such requests for training will not be unreasonably denied.

b) Employees will not be required or requested to resign as a condition of transfer or promotion, within the department. (Department of Mental Health and Veterans Homes).

Article 17
DEMOTIONS

Section 1. Definition
Demotion is a change of an employee from a position in one class to a position in another class, which is assigned a lower pay range within the pay plan. Demotions can be either voluntary or involuntary for just cause.

Section 2. Notice to Employee
If the Employer initiates an involuntary demotion of an employee, a copy of the statement of reasons for such demotion, along with any applicable appeal rights, shall be provided to the employee by the Employer in person or by certified mail, return receipt requested, at the employee's last address appearing in the personnel file. The effective date shall be no earlier than ten (10) calendar days after the employee is notified.

Section 3. Employee Obligations
Upon the effective date, the employee shall report for duty to the position to which demoted. Reporting to duty does not waive any applicable appeal rights.

Section 4. Salary and Other Benefits of Employee
On the effective date of an involuntary demotion, the salary of such employee shall be reduced by one (1) step or more. The salary rate cannot be above the maximum step for the new class. The Employer may make a greater reduction if justified on the basis of the difference in the salary level of the two classes involved.

Section 5. Status of Demoted Employees
A demoted employee shall not be required to serve a new probationary period.

Article 18
TEMPORARY ASSIGNMENTS

Section 1. Temporary Assignment Pay
An employee will receive temporary assignment pay when the employee performs the duties of a higher paying classification within the bargaining unit for two (2) or more full consecutive shifts. In that situation, the employee will be paid for the full assignment.

Section 2. Rotation
The Employer will attempt to rotate such temporary assignments within the work unit where the temporary assignment occurs, beginning with employee(s) who volunteer for the assignments.

Section 3. Temporary Change in Facility
Except by mutual agreement or when facility buildings have become damaged or uninhabitable necessitating the movement of clients, staff and operations, the Employer shall not temporarily assign employees to a facility other than the employee's normal work site unless there are no qualified volunteer employees at the other facility.

Section 4. Meeting
Employees may schedule a meeting with their supervisor to request a review of their assignment if they believe that a temporary assignment to a position at a higher level is necessary.

Article 19
LAYOFF AND REINSTATEMENT

Section 1. Layoffs
Layoff shall be governed by the Rules of the Personnel Advisory Board and the Personnel Division. Among other things, the 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 employees in the same classification in that facility are laid off. No regular, reinstatement probationary and/or re-employment probationary employee shall be laid off until all original probationary employees in that facility are laid off. A review of unclassified employees, including PRN, performing duties of the affected class will be conducted prior to a layoff.

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 layoffs shall be by inverse order of service credit (Service credit is defined as state service under MOSERS) and by class in the facility involved. When these employees are laid off they will be placed on a reinstatement register as outlined in Section 3.

Section 2. Options in Lieu of Layoff

Employees in regular status affected by layoff will be offered, if available:

a) Demotions within the facility to positions in a lower class in the same occupational job series or in a lower class in which the employee previously held regular status. The granting of this option is determined by the service credit of the employee;

b) Transfer to positions of the same class at other facilities in the same division held by original or promotional probationary, emergency, provisional, temporary or limited temporary employees;

c) Transfer to vacant positions of the same class at other facilities in the same division which are intended to be filled.

Section 3. Reinstatement Registers
The State shall implement and maintain reinstatement registers of regular employees who are laid off or demoted in lieu of layoff. The division may offer the right to reinstatement to a vacancy in the division from which the employee was laid off, which may be in any area in which the employee is willing to work. (Division is defined as the Veterans Commission, Division of Comprehensive Psychiatric Services and Division of Mental Retardation and Developmental Disabilities.) Such employees laid off shall be reinstated

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 being transferred or demoted has higher service credit than those on the reinstatement register.

Section 4.
The decision to conduct a layoff will not be subject to the grievance and arbitration procedure outline in Article 8 of this Agreement, but application of any layoff as applied to this bargaining unit will be subject to the grievance and arbitration procedure.

Article 20
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 3rd Monday in January
Lincoln's Birthday, the 12th day in February
Washington's Birthday, the 3rd Monday in February
Truman's Birthday, the 8th day in May
Memorial Day, the last Monday in May
Independence Day, the 4th day in July
Labor Day, the 1st Monday in September
Columbus Day, the 2nd Monday in October
Veterans'Day, the 11th day in November
Thanksgiving Day, the 4th Thursday in November
Christmas Day, the 25th day in December

Additional dates may be designated as holidays by the Governor or President of the United States.

Section 2. Equivalent Time Off
When a holiday falls on an employee's scheduled day off or an employee works on a holiday, equivalent time off shall be granted within the following twelve (12) month period. Holiday time off shall be scheduled and granted in one day increments. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations, in which event the employee's next requested day off shall be given or cash paid. Request for time off shall be made thirty (30) days in advance.

Section 3. Holiday During Vacation
When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will not be charged annual leave for the holiday.

Article 21
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 pro-rated for employees not in pay status for an entire pay period.

Section 2. Vacation Selection

a) The Employer is responsible for the scheduling of vacation and proper staffing of facilities. Seniority as defined in Article 11 shall be the basis by which employees select vacation that is at least one week but no more than four weeks in duration. The number of employees to be on vacation at any one time of the year shall be determined by the Employer. Where two separate one-week or longer Vacations are requested, an employee's seniority preference shall apply only as to the first round selection of vacation. The employee will then be dropped to the bottom of the seniority list until all employees have had a chance to indicate and/or exercise their first Vacation preference.

   In order for an employee's preferences to be considered, the employee preference shall be submitted in writing by February 28 of each calendar year. An employee should submit at least 2 but no more than 3 preferences to expedite the scheduling process. The Employer shall post and leave up the approved annual vacation preferences schedule no later than March 31 of each calendar year.

   Subsequent written employee vacation requests shall be responded to in writing by the Employer within seven (7) calendar days and those shall be scheduled according to the needs of service and staffing requirements as determined by the Employer.

b) Once the Vacation schedule is established, it shall not be changed without the mutual agreement of the Employer and the affected employee.

c) Vacation requests may not be modified without the mutual agreement of the Employer and the affected employee.

d) Vacation requests for one week shall consist of seven (7) consecutive off days; vacation requests for two weeks shall consist of fourteen (14) consecutive off days, etc.

e) Vacation requests shall not be split to require the employee to work the weekend.

f) No employee will be required to make up a weekend shift missed due to pre-approved vacation.

g) For vacation other than that requested under Section 2(a) of this Article, there shall be no restriction either limiting or requiring a set number of consecutive weeks of vacation an employee may request.

Section 3. Vacation Accumulation

a) Employees are expected to request sufficient time off during the annual vacation request period to avoid lapsing Annual Leave. After vacations are scheduled, any employee who remains in jeopardy of lapsing leave may request a meeting with his or her supervisor no later than August 1, to schedule sufficient time off to avoid lapsing 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) 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, 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 his facility 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 outside the bargaining unit must be allowed to carry up to 120 hours of accrued Annual Leave.

Section 5. Transfers within or between Mental Health or Veterans Commission
Employees who transfer or are appointed to another position in a department of this bargaining unit shall retain all accumulated Annual Leave time.

Section 6. Rights upon re-employment
Employee re-employed after termination of employment shall be considered new probationary employees, except that this Section shall not affect such re-employed employee's right to prior state service credit for vacation entitlement.

Section 7. 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.
f) The Employer agrees that there shall be no blackout dates for vacation requests.

Article 22
SICK LEAVE

The Employer and the Union agree that the regular attendance of employees on their scheduled shifts is crucial to our clients and that sick leave abuse compromises the services we provide to the vulnerable population in our care. Moreover, sick leave abuse leads to increased amounts of overtime and an increased burden on the staff in attendance.

Section 1. 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 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 five (5) hours for each semi-month of service in which they are in pay status for eighty (80) or more hours. Sick leave is pro-rated, by the appropriate percentage of a full time equivalent, for employees not in pay status for an entire pay period.

Section 3. 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, that requires the employee's personal care and attention, of the employee's spouse, children, or parents, regardless of where they reside; or other persons residing in the employee's home with an illness that requires the employee's personal care and attention.

Section 4. Use of Sick Leave for Service Connected 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 worker's compensation benefits and their salary at the time of injury.

Section 5. Minimum Use of Sick Leave
Sick Leave may be used in ¼ hour increments.

Section 6. Undocumented Sick Leave
Undocumented Sick leave shall not be a matter for the employee's performance evaluation unless the employee has been disciplined and that discipline was unchallenged or withstood a challenge.

Section 7. 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 8. Sick Leave Abuse
Abuse of sick leave will be just 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:

1. Sick leave taken before or after holidays or days off, or on official holidays.
2. Consistent use of sick leave as it is earned.
3. Recurring absences the same day of the week, month, etc.
4. Recurring absences on payday or the day after pay day.
5. Recurring absences on days when the employee is at the top of the overtime mandate list.

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.

Section 9. Share Leave Bank
For DMH, the Union will designate one (1) person at each DMH facility from this bargaining unit to participate in each facility share leave committee meeting considering requests from members of this bargaining unit. For the Veterans' Commission, the union may select one (1) person to represent this bargaining unit. That person may participate in the department's share leave committee considering requests from members of this bargaining unit.

Article 23
EMPLOYEE APPRAISALS

Section 1. Written Performance Appraisals
All employees will receive an annual performance appraisal completed by their immediate supervisor who is outside the bargaining unit and has firsthand knowledge of the employee's performance. The appraisal will be reviewed by the next 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. The evaluation shall be limited to factors relating to the employee's work performance and for which they are accountable. 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 within the shift the appraisal takes place.

The employee may submit a written rebuttal to an appraisal if the employee disagrees totally, or in part, with the appraisal. The employee's rebuttal shall be considered part of the evaluation process with a copy attached to the original evaluation and placed in the employee's personnel record. A less than overall satisfactory performance appraisal may be appealed through the grievance procedure as outlined in this Agreement.

Article 24
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. A Union representative may review employee personnel records as described above, if a signed and dated written authorization is provided by the employee and is valid for 30 days after the signature. 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. 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 file(s).

If the Employer uses adverse information from a personnel record, the Employer will consider the age and relevance of such information when making an employment decision. Should a similar occurrence fail to occur within one (1) year, the Employer will consider this as performance improvement relevant in subsequent reviews or Employer actions.

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 are available in the work location personnel office. 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 25
LABOR/MANAGEMENT MEETINGS

Section 1.

a) The Union and the Employer will meet twice annually for the purpose of reviewing the administration of these Articles and discussing problems which have arisen. By mutual agreement, meetings may be held more or less frequently.

b) The Union may have up to 28 employee representatives, one from each facility, attend the meeting and staff representatives as the Union sees necessary. Union representatives will be designated by the Union, whether employee or staff representatives.

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

d) 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 15 days prior to the meeting. The Employer shall keep minutes and distribute them after approval by the Union and the Employer. The Employer and the Union may mutually agree to allow persons in addition to committee members to attend the meetings.

Section 2.

Each facility will conduct labor/management meetings on a quarterly basis. By mutual agreement, meetings may be held more or less frequently. These meetings will be schedule at a time, place and date mutually agreed upon. The Union may designate up to five (5) employees to attend the 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.

Section3.

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 26
SAFETY AND HEALTH

Section 1. Safe Working Conditions
The Employer and the Union remain committed to a cooperative effort to provide safe working conditions.

Section 2. Safety and Health Committee
Each facility will have a safety and health committee responsible for reviewing safety standards and overseeing the facility safety program, which shall meet at least quarterly. The Union may designate two (2) employees and two (2) alternates to be appointed to any established health and safety committee. All reasonable efforts will be made, including advance written notification of meetings, to ensure that a union representative or a 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 Committee
Any matters related to safety standards and conditions may be discussed in Safety and Health Committees at the facility and/or department level. The Safety and Health Committee will receive quarterly reports on workplace injuries, accidents, and reports of violence. The Safety and Health Committee and/or the Union may make recommendations regarding health and safety issues to the facility director, Division Director and/or Department Director at any time. The facility director, Division Director and/or Department Director will provide a response within thirty(30) days to each member of the Safety and Health Committee as to possible resolutions.

The Employer agrees that work place violence is a critical issue and should be regularly addressed as part of the health and safety committees consistent with issues unique to each facility. The committee will use quality assurance principles and technology to reduce incidents and negative effects on the workforce.

Section 4. Training
The Employer will provide appropriate and adequate safety and health training to all employees. Where seclusion and restraints are used, all employees who have direct client contact will have ongoing education and training, consistent with their roles and responsibilities in the proper and safe use of seclusion and restraints, and will also be trained in alternative methods for handling behavior, symptoms, and situations where restraints or seclusion have been used. Training will be offered on every shift and the curriculum will be reviewed by the Safety and Health Committee.

Section 5. First Aid and Emergency Care
The Employer agrees to provide immediate first aid as appropriate for any employee injured during their shift. In an emergency, emergency services will be called.

Section 6. Communicable Disease

a) Whenever the Employer tests, vaccinates or treats clients for a communicable disease, the Employer will also test, vaccinate, treat or refer at-risk employees as medically appropriate. Any employer provided testing, vaccinations, or treatment will be on work time and free of charge including follow-up treatment.

b) Employees will receive annual screening for TB, without the right of refusal and free of charge, as long as Employer providers are utilized. Employees may receive voluntary Hepatitis B vaccinations that will be free of charge and on work time, so long as the employee receives the complete series of doses and Employer providers are utilized.

c) An employee with a health condition that may restrict TB testing will be referred to an appropriate health care provider.

d) Employees who sustain exposure to blood and/or other body fluids, while working within the scope of their assigned duties, will be referred to the Central Accident Reporting Office (CARO). Upon admission, all clients (and/or their guardians who make decisions for them), when medically appropriate, will be strongly encouraged to be tested/screened for HIV, TB, and all forms of hepatitis. Employees who sustain exposure to an airborne infectious disease from a known infectious client host, while working within the scope of their assigned duties, will be referred to the Central Accident Reporting Office (CARO). Any needed employee laboratory testing, or pre and post counseling is to be determined by their health care provider.

e) The Employer's post-exposure protocol will be consistent with Centers for Disease Control (CDC) guidelines.

f) The Employer will provide appropriate protection to employees from occupational transmission of airborne infectious diseases including, but not limited to tuberculosis, through the use of work practice controls, which includes personal protective equipment, training and education, and the development of a comprehensive airborne infectious disease program.

Section 7. Unsafe Work

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 also report the threat to the treatment team for further evaluation and action as needed. The employee reporting the threat may choose to participate in all treatment team decision meetings regarding this issue.

Section 8. Uniform or Special Clothing
Where the Employer requires the Employee to wear uniform, or special clothing as a condition of employment; the Employer shall provide at least five full sets of the required uniform. Where outside work is part of an assignment, the Employer shall allow reasonable adjustments to the uniform to reflect the weather conditions. 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.

Section 9. Employee Assistance Program
The Employer shall make available information including contact numbers on the Employee Assistance Program to employees in the Employee Information Center at each work location.

Section 10. Workplace Violence Prevention Program
The employer will have a workplace violence prevention program and will provide training as appropriate.

Article 27
ATTENDANCE AND LEAVE

Section 1. General Leave
The Employer may grant leaves of absence for periods not to exceed six (6) months. Such leaves may be extended. Requests for such leave shall be made in writing by the employee reasonably in advance of the requested date of the leave, unless precluded by emergency conditions. The request should state the purpose and expected duration of the leave. Such requests for leave shall not be unreasonably denied.

Section 2. Educational Leave
A leave of absence without pay may be granted to an employee in order for that employee to attend a recognized educational institution provided that the course of instruction is related to the employee's current and/or possible future employment with the employer. Before receiving the leave or any extension thereof, the employee shall submit to the Employer documentation that the educational institution has accepted the employee as a student, as well as documentation as to the course of instruction. Such leaves may be extended based upon the above criteria and subject to the above requirements. Such requests for leave shall not be unreasonably denied.

Maximum flexibility of scheduling of leaves to provide reasonable opportunity for employees seeking advancement in the field of nursing shall be provided.

Section 3. 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. 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 4. Attendance in Court
Any employee called for jury duty or in compliance with a subpoena to appear in court or before a judge, any legislative committee or any officer, board or body authorized to conduct any hearing or inquiry, 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, with sufficient prior notice based upon a summons or court docket. However, this does not supercede the Employer's right to discipline a defendant in a criminal case. Employees who appear as witnesses in official capacity may not retain any witness fees and shall surrender any such payment to the employer, however payment for expenses including but not limited to mileage or meals shall be the property of the employee and shall not be surrendered to the employer.

Section 5. Examinations and Interviews
The Employer will grant administrative leave to employees to participate in promotional examinations with sufficient prior notice for positions with the Employer. Appropriate travel time, accruing during normal work hours, will be considered in the granting of administrative leave. Administrative leave for promotional interviews for positions with the Employer shall not be unreasonably denied.

Section 6. Leave for Death in an Employee's Family
Employees may request five (5) consecutive days or less of bereavement leave with pay at regular rate which will be granted to an employee upon the death of a member of his/her immediate family. Employees may use other leave or compensatory time to extend the bereavement leave. For purposes of this article family is defined as employee's spouse, child, sibling, parent, step-parent, grandparent or grandchild, and spouse's child, parent, step-parent, grandparent or grandchild, or a member of the employee's household.

Section 7. 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 8. Approval of Time Off Requests

a) All requests for time off shall be responded to in writing within seven (7) calendar days.

b) Once approved, scheduled time off shall not be changed without the mutual agreement of the employer and the affected employee.

Section 9. Notification of Absence/Calling In
Employees must notify the Employer at the earliest possible time that they will be unable to report for a scheduled shift(s). 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 28
FAMILY AND MEDICAL LEAVE

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act.

a) Employees may take up to 12 weeks of unpaid leave in the following instances: because of the birth of a child of an employee and in order to care for such child, or upon placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee or an employee's family member as defined in the Family and Medical Leave Act.

   The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status.

   Employees shall also be entitled to an intermittent or part-time leave as deemed medically necessary because of a serious health condition of an employee or an employee's family member.

   The Employer may require an employee to substitute any accumulated sick, annual, or state compensatory leave for any portion of the unpaid leave.

b) Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave to be restored by the Employer to an equivalent position at the same facility, job class, shift and regular days off held by the employee when the leave commenced with equivalent employment benefits, pay, and other terms and conditions of employment.

Article 29
SERVICE CONNECTED ILLNESS AND INJURY

Section 1.
An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be entitled to Workers' Compensation Benefits. Further, the employee may apply for use of Share Leave, and may inquire and apply as appropriate for disability through the Missouri State Employees Retirement System. An employee entitled to workers' compensation may elect to use accrued annual leave, sick leave, and/or compensatory leave to supplement workers' compensation benefits to the extent necessary to make up the difference between the benefit and the employee's salary at the time of injury.

Section 2. Early Return to Work program
In an effort to maintain the Employer's skilled workforce, the Employer will have an Early Return to Work program to enhance the recovery of employees who are injured or contract an occupational disease in the course and scope of state employment. Employees will be placed in temporary modified duty assignments, when physically able.

Section 3.
An employee who has been taken hostage by a client will receive administrative leave without loss of pay or benefits for the first three days after the event. After the third day the employer shall pay the difference between the employee's salary and workers compensation for up to thirty (30) calendar days. The leave shall continue until the treating physician or psychiatrist determines the employee is fit to return to work.

For employees who have been subject to violent contact by a client, the employer will evaluate the need for crisis intervention services, including in extreme circumstances, the option of granting Administrative Leave with pay for the first three (3) days after the event. After the third day the employer will pay the difference between the employee's salary and workers compensation for up to thirty (30) calendar days. If such services are needed, the Employer will facilitate a referral to Central Accident Reporting Office (CARO) and/or the Employee Assistance Program (EAP), or offer services on site.

Section 4.
When an employee is permanently unable to return to his or her position the result of an on-the-job injury, the employee may contact the facility human resource office or facility manager to discuss other state employment opportunities or long-term disability benefits. The human resources office and/or facility manager will make every effort to assist in the placement of the employee within state government.

Article 30
CONTRACTING OUT

Section 1. Policy
It is the policy of the Employer to make every reasonable effort to use its employees to perform work they are qualified to do. To that end, the Employer will avoid, insofar as is practicable, contracting out work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary to provide greater efficiency and economy.

Section 2. Application
The Employer agrees:

a) The Employer will provide the Union with immediate written notice upon issuance of any RFP which will result in the layoff of bargaining unit employees.

b) The Employer will provide the Union with names of all bidders being considered during the RFP process upon bid opening, prior to awarding any contract.

c) The Employer will provide the Union with immediate written notice when a contract is awarded.

Section 3. Placement of Affected Employees
When the contracting out of bargaining unit work would subject an employee to layoff, the Employer will adhere to Article 19 of this agreement, (Layoff and Reinstatement).

At the Employer's cost, the Employer agrees to provide in-service training, if necessary, to employees who will be subject to a layoff as a result of the decision to contract out. The training will be provided to employees who otherwise possess the qualifications and ability to fill existing vacancies in the same job classification from which they will be laid off at the same or another facility. The training will be offered by the Employer as long as it consistent with the Employer's budget, program goals, statutory directives and related factors. The parties agree to meet within ten (10) days of the contract award date for the purpose of attempting to reach agreement over any necessary changes in the layoff procedure (Filling of Vacancies) of the Agreement in an effort to help facilitate this provision.

Section 4. Successors
The Employer will make a reasonable effort with the contractor to insure that employees who will be subject to layoff because of a decision to contract out work, secure employment with the contractor, retaining at least an equal salary level. At the request of the Union, the Employer, the Union and the contractor will meet to discuss the employment of employees subject to layoff.

A bidders history of National Labor Relations Act (NLRA) violations may be a consideration in the bid evaluation process.

Article 31
TUITION REIMBURSEMENT

The Employer shall provide a tuition reimbursement policy for all bargaining unit employees.

The purpose of this policy is to encourage employees to progress in their careers and seek professional growth. This procedure establishes guidelines for employees to obtain reimbursement for a portion of expenses associated with successful completion of pre-approved courses. Both graduate and undergraduate courses must be job related or part of a degree program consistent with the Department's and the State's mission.

Article 32
PERSONNEL POLICIES

The Employer agrees to furnish the union with copies of existing policies at the department, division, facility, and program level that affect conditions of employment of bargaining unit members. If there is disagreement as to the application of a policy that matter shall be subject to the grievance procedure outlined in this Agreement.

The Employer agrees to notify the Union of proposed policy changes that affect conditions of employment of bargaining unit members at least thirty (30) calendar days in advance of the proposed effective date of the policy.

Where there is a dispute over the reasonableness of the proposed change of a Departmental or Divisional policy for the Department of Mental Health or a policy of the Missouri Veterans' Homes program, the Union may contact the Division or Department Director and the Union will receive an opportunity to meet with the Division or Department Director prior to implementation to propose a mutually acceptable alternative.

When there is a dispute over the reasonableness of new facility-specific policy, the matter shall be subject to the grievance procedure to determine whether the change is arbitrary, capricious and unreasonable.

When immediate changes to policy are needed for safety and security purposes or to comply with law or court order, a revision may be issued and become immediately effective. In this instance, the Employer agrees to give the Union an opportunity to meet as soon as possible, but no later than thirty(30) days after the effective date. All changes shall be provided to the Union.

Whenever possible, facility policies must not conflict by unit or by shift, and statewide policies must not conflict by facility. Wherever possible, policies should be statewide and universal standards and procedures should exist.

The Employer agrees to provide to employees, access to all policies electronically, and/or in hard copy available in Employee Information Centers.

All changes in policy are appropriate items for labor management meetings. This agreement supercedes any departmental, divisional or facility policy in conflict with a specific provision of this agreement.

Article 33
COMPENSATION

Section 1. Base Wages
Bargaining unit employees shall receive salary adjustments as follows:

a) Effective July 1, 2003, an immediate adjustment of $600.00 will be made to the base rate of every Bargaining Unit position.

b) Effective July 1, 2004, a 2% adjustment shall be provided to every Bargaining Unit position.

c) Effective July 1, 2004, a two step in-grade adjustment shall be provided to every Bargaining Unit position identified by the Personnel Advisory Board as a critical class position in its FY 2004 recommendation dated June 11, 2002.

Section 2. Security Assignment Pay
Effective July 1, 2004, all job classifications currently receiving Security Assignment Pay shall receive a 3% increase to that pay.

Section 3. Shift Differential Pay
Effective July 1, 2004, shift differential pay shall be $0.75 per hour for a shift beginning between the hours of 12:00 noon and 5:00 am.

Section 4. Reopener
This Article will be reopened in FY 2006 to negotiate the terms of this Compensation Article. These negotiations shall commence no later than the first week of September 2004.

Article 34
GROUP INSURANCE

Section 1. Health Care Labor/Management Committee
The parties shall establish and maintain a Joint Health Care Labor/Management Committee on group insurance benefits. The Committee will consist of three (3) representatives each from the Union and from the Employer. The committee will study cost containment provisions and explore proposals to expand health and ancillary benefits that do not reduce existing benefits, or shift costs to employees. The committee will review any issues with the claims administration of the current benefit plans and will review the cost and enrollment of the current benefit plans on a quarterly basis. In addition the committee will review an awarded change in insurance companies and/or plan administrators no less than sixty (60) days prior to any implementation and make recommendations to assure a smooth transition.

Section 2. Portability
The Employer will comply with the health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996.

Section 3. Group Insurance Costs
The Health Care Labor/Management Committee will recommend to the Commission on Total Compensation Employer contribution rate(s) as follows:

FY04/05 (January 1, 2004 to December 31, 2004)	
Employee Only	94.5%
Employee/Spouse	73.5%
Employee/Child(ren)	94.5%
Employee/Family	78.5%

FY05/06 (January 1, 2005 to December 31, 2005)	
Employee Only	94.5%
Employee/Spouse	83%
Employee/Child(ren)	94.5%
Employee/Family	83%

FY06/07 (January 1, 2006 to December 31, 2006)	
Employee Only	94.5%
Employee/Spouse	90%
Employee/Child(ren)	94.5%
Employee/Family	90%

The Employer shall include the above contribution rates in their budget proposals.

Article 35
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 36
PRESERVATION OF BENEFITS

Section 1. Partial Invalidity
The parties recognize that the provisions of this Agreement cannot supercede law. Nothing in this Agreement is intended to amend, repeal, or conflict with state or federal laws. All terms shall be interpreted consistent with state and federal laws to the greatest extent possible. Should any part of this Agreement or any provisions contained herein be rendered invalid, unenforceable or unlawful by a decision of a court or other authority of competent jurisdiction or otherwise determined to be contrary to state or federal law or regulation, such portions shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the term of this Agreement. Under such circumstances, the Employer and the Union shall seek to develop a mutually satisfactory modification to replace the invalidated provision.

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

Section 2.Increase in Benefits
In the event the Office of Administration recommends or grants across the board pay or benefit increases for state employees, such recommendation or grant shall include the employees covered by this Agreement.

Section 3. Waiver
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.

Section 4. Indemnification
The parties agree that statutory obligations contained in Section 105.711-726 RSMo 2000, regarding State Legal Expense Fund coverage for state employees shall not be diminished or expanded by the terms of this Agreement.

Article 37
TERM OF AGREEMENT

This Agreement shall become effective upon ratification and signature of the parties and shall expire June 30, 2006.

Schedule A
BARGAINING UNIT CLASSIFICATIONS

This bargaining unit consists of employees of the below job classifications and as described in Section 2 of the Recognition Article of this Agreement.

Department of Mental Health

Index Number	
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
004303	Security Aide I (Psychiatric)

Index Number	
004304	Security Aide II (Psychiatric)
004302	Security Attendant
004491	Substance Abuse Counselor Asst I
004492	Substance Abuse Counselor Asst II
003066	Vocational Training Instructor

Missouri Veterans Homes

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

By affixing their signatures below, the Union (American Federation of State, County, and Municipal Employees, Council 72) and the Employer, State of Missouri, agree that this shall be the only Agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall be in full force and effect from July 10, 2003, through and including, June 30, 2006.

American Federation of State, County, and Municipal Employees:

Paula Bentley, Executive Director
AFSCME, Council 72

Pamela Butler

Johnny Lee

Berto Turner

State of Missouri:

Jacquelyn White, Commissioner
Office of Administration

Dorn Schuffman, Director
Department of Mental Health

Ron Taylor, Director
Missouri Veterans' Commission

Julie Lewis, Chief Negotiator
(through 7/1/03)
Office of Administration

Paul Buckley, Acting Chief Negotiator
(beginning 7/2/03)
Office of Administration

American Federation of State, County,
and Municipal Employees:

Zora Woodson

Barry Robinson

Mary Johnson

Cathy Ransom

Dean Thompson

Cindy Shelton

Deborah Queen

Pam Meister

Kathy Washington

George Davis

Angelia M Riley

American Federation of State, County, and Municipal Employees:

Valerie Romero

Robert M. Dudley

Sandra Tomasik

Patrick J. Dunn

Ann Lia Grove

Annette Weller

Glenn Hyatt

Roberta K. Schneider

Barbara L. Siebert

K. Tracy Gray