

Resolution

Between

Department of Health and Senior Services

And

Office of Administration

State of Missouri

And

Communications Workers of America

AFL-CIO, CLC

May 1, 2005 through April 30, 2008

Preamble

This Resolution is entered into by the Communications Workers of America (CWA), AFL-CIO (hereinafter referred to as “Union”), and the State of Missouri, Office of Administration and the Department of Health and Senior Services (hereinafter where appropriate jointly or severally known as “Employer”), in behalf of the eligible employees of the Department of Health and Senior Services. It is the purpose of this Resolution and the intent of the parties to establish harmonious understandings and relationships between Employer and Union; to promote efficiency and effectiveness; and to comply with the provisions of the RSMo 105.520 to the eligible employees. 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 Resolution.

Article 1 Recognition

Section 1.01

Employer recognizes Union as the exclusive bargaining representative for all eligible employees in the unit described below for the purpose of meeting and conferring pursuant to the statutory provisions of RSMo 105.510-105.520.

Section 1.02

The scope of this unit is described to include all eligible full-time and part-time employees of the Department of Health and Senior Services, Division of Senior and Disability Services, and in the Section for Long-Term Care in the Division of Regulation and Licensure of the State of Missouri who are employed only in the classifications listed in this Article or who are performing job duties normally assigned to the job classifications listed but excluding those employees who are managerial, supervisory, confidential, or employees who are temporary, limited temporary, emergency, provisional, or who are otherwise excluded by law, or who occupy classifications not listed in this Article. Should new FTEs be allocated in these organizational units to expand the capacity to perform the existing functions or programs, then the new positions would be bargaining unit eligible. If the new FTEs for these units are established to perform new functions or programs not in existence at the time of the transfer, then the new positions would not be bargaining unit eligible.

Section 1.03

The Composition of this unit is as listed in Appendix A. If existing bargaining unit eligible positions are reallocated by the Director, Division of Personnel, to classifications not included in Appendix A, Employer shall promptly notify Union.

Article 2 Management Rights

Section 2.01

Subject to the provision of this Resolution, Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to determine its policies, its overall budget, the manner of exercise of its functions, and the direction of its work force.

Article 3 Non-Discrimination

Section 3.01

Neither Employer nor Union shall discriminate against employees because of race, age, sex, color, creed, national origin, disability, religion, union activity, political affiliation, or because of membership status or the lack thereof in a labor organization.

Article 4

Union Notices and Activities

Section 4.01

The Union shall be permitted by the Employer use of adequate and accessible space, which is visible and unobstructed, for Union-supplied bulletin boards meeting Employer-supplied specifications for communication with employees in this unit. No defamatory, derogatory, partisan political, or election campaign materials may be posted. All postings made by the Union on Employer property shall be restricted to the bulletin boards provided by the Union under this Article. No other distribution or solicitation is permitted on or in state facilities except as allowed in this Resolution. No employer-sponsored materials shall be posted on the union bulletin boards.

Section 4.02

- a. Any non-employee representative of the Union shall give reasonable notice to the Office of Human Resources prior to entering Department facilities. Such notice shall include the time and date of arrival, the expected amount of time desired, and the reason for entry. Such permission shall not be unreasonably withheld.
- b. All Stewards or officers shall request permission prior to leaving their workstation for Union business permitted by this Resolution using leave with or without pay. Permission for leaving shall not be unreasonably withheld. Notification of leaving shall have the steward's destination, the exact purpose of the Union business, and the appropriate amount of time for the absence at the time permission to leave is sought. The same supervisor shall be notified upon the steward's return to the workstation.

Section 4.03

The Union shall provide a list of all Union representatives, officers, and stewards together with a description of the area served by each. This list shall be filed with the Office of Human Resources on a quarterly basis. The list on file with the Office of Human Resources will be the official list of representatives.

Section 4.04

- a. The Employer shall permit the Union access during Department's regular working hours to State owned or leased property for the purpose of Resolution administration, distribution of Union flyers, newsletters, membership packets and dues deduction authorization cards and other information related to the Resolution. This activity shall be conducted during non-work hours (i.e., duty free lunch hours, break times) and in non-work areas (i.e., cafeteria, conference room, break room). Such activity shall be conducted in a manner which is not disruptive. Management shall remain neutral and shall refer employee questions to the designated union representative. Arrangements regarding time and place will be made with the facility manager or designee in writing with a copy to the Office of Human Resources at least forty-eight (48) hours in advance. This privilege is available to Union stewards and representatives recognized under Article 4, Section 4.03 of this Resolution. Permission for such activity by the facility manager or designee shall not be unreasonably withheld.
- b. Employees acting in the capacity of Union representatives for this purpose must utilize accrued annual leave, compensatory time, or leave without pay (LWOP) for this purpose. Requests for such leave shall be requested in writing in advance and shall be granted if such usage does not unduly interfere with work responsibilities.
- c. This section is not intended to provide special release time for employees meeting with Union.

Section 4.05

The department agrees to adhere to the Office of Administration policy relative to the release of employee names and home addresses.

Section 4.06

The Union will be permitted to have a welcoming letter to all new bargaining unit employees in the agency's employee orientation packet. During an orientation/new employee training sessions, a union representative will be permitted to speak for approximately 15 minutes. The union will also be allowed in buildings where such orientation/new employee training sessions are being conducted in order that the bargaining unit employees may stop by and talk to union representatives after orientation. The union will be notified of orientation programs at least seven work days in advance. Thereafter, the union shall give three work days notice that it wishes to have a representative deliver an approximately 15 minute presentation at the time of orientation training. This shall not interfere with the work of the state.

Article 5

Payroll Deductions of Union Dues

Section 5.01

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

Section 5.02

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

Section 5.03

The Employer shall deduct Union dues on the next available payroll following the receipt of the written authorization by the appropriate office of Employer.

Section 5.04

If the Employer over/withholds an amount in excess of the appropriate dues from an employees wages and salaries and remits same to the Union, the Union agrees to immediately refund such overpayment to the employee upon notification from employer.

NOTE: Employees who are appointed to a position that is not included in the bargaining unit and fail to notify the Office of Human Resources in writing/by telephone call of the appointment, may continue to have payroll deduction of dues if such notification does not occur. Neither the Employer nor the Union are responsible for the repayment of such deduction.

Section 5.05

Neither party shall intimidate, threaten, coerce, harass, or compel any employees to agree to a payroll deduction, nor shall either party intimidate, threaten, coerce, harass, or compel any employee to continue to have payroll deductions from their check.

Section 5.06

The Union agrees to and shall indemnify and hold harmless the State of Missouri, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as a result of this Article or from complying with any request for termination under this Article.

Section 5.07

Any employee who has previously submitted written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization by submitting a written statement to the Office of Human Resources. The employee must also submit a copy of this statement to CWA/MSWU Local 6355, 3150 Roger Place, St. Louis, MO 63116. This statement must be received by CWA prior to December 15 for dues to be cancelled effective January of the next year. CWA shall submit the list of revocations to the Office of Human Resources by December 31 of each year except during the first 60 days following an employee's enrollment in the dues deduction. New members will have sixty (60) days from the effective date of any dues deduction authorization to submit a written revocation to the Office of Human Resources. The revocation in this circumstance will become effective on the next available payroll period following the revocation.

Section 5.08

The Office of Administration shall provide the Union a monthly list of all employees having dues deduction.

Article 6 Union Leave

Section 6.01

a. Leave for Union Business

1. Consistent with staffing needs, an employee who is a Union officer, steward or designated representative may be granted Leave Without Pay or Leave of Absence for Union business to attend to business matters pertaining to the Union (i.e., phone calls and meetings with individual employees), with appropriate leave documentation when business exceeds 15 minutes.
2. The Union recognizes that staffing needs as determined by the State must be taken into account in determining the number of employees to be excused or granted leave without pay or leaves of absence at any one time from the Bargaining Unit. Such Union officer, steward, or designated representative shall give his/her supervisor thirty (30) days notice of his/her intention to be absent from duty for Union business for absences totaling five (5) consecutive work days or more.
3. Any elected officer, steward or representative may, upon request to his/her supervisor, be excused without pay from assignment to State duty not to exceed 160 normally scheduled work hours per fiscal year. No more than one (1) officer, steward, or representative may be excused at a time.
4. The employer shall allow union officers, stewards or designated representatives time during work hours without loss of pay for grievance hearings, labor/management meetings, meet and confer sessions, complaint of discrimination meetings, meetings with division directors, (health and safety meetings) not to exceed 80 hours per fiscal year for any DHSS employee and also allow approximately fifteen minutes conference time between the union representative and employee prior to investigatory/disciplinary meetings.

- b. Employee requests for Union Leave Without Pay or Leave of Absence should be submitted through regular supervisory channels for approval and processing. The request shall not be unreasonably denied. Supervisors shall submit a copy to the Office of Human Resources for notification purposes.
- c. In the event the approved leave does not comply with 6.02(a) or has not been authorized by the Union Business Representative, the Office of Human Resources will charge the leave to another appropriate leave type after conferring with the employee's supervisor.

Article 7

Health and Safety

Section 7.01

Working Environment: The Department recognizes the importance of health and safety on the job and agrees to maintain acceptable standards in the work place, including properly cleaned, heated, ventilated, and lighted working environments with adequate noise control whenever possible.

Section 7.02

The Union shall have the opportunity to meet with the Department management who has responsibility for building safety to discuss health and safety issues, not to exceed two (2) meetings per year, unless mutually agreed by the Union and the Employer. The Union may have two representatives at this meeting.

Section 7.03

Reporting: Employees are responsible for reporting unsafe conditions and situations which may impact employee health and safety to the designated safety officer, as directed in the DHSS policy. Such reports will be sent to the Department Safety Committee. Employees shall not be intimidated, coerced, verbally or otherwise, after reporting an incident. Any time an employee is assaulted, property is damaged, or it is believed that there is an immediate threat of assault or damage to property, appropriate law enforcement officials should immediately be notified (e.g., local, police department, sheriff's office, highway patrol, city marshal). The supervisor receiving the report from an employee shall report back to the employee in writing, if requested.

Section 7.04

All facilities where employees are present shall have a designated safety officer with authority to insure all employees' safety and protection at all times in accordance with DHSS policy. For offices in which DHSS staff are co-located with other departments, DHSS shall post in a designated place the name of the designated person responsible.

Section 7.05

The Department shall cooperate with law enforcement officials in the prosecution of the perpetrator of an assault against an employee who was acting within the scope of his/her authority.

Article 8

Meetings

Section 8.01

Management Forum: The Department recognizes the importance of maintaining a cooperative Labor-Management approach in areas affecting Labor Relations within DHSS and agrees to:

- a. The Union may request a meeting with the Deputy Department Director at least annually. Such meeting will be scheduled upon receipt of a comprehensive and specific proposed agenda. Departmental attendees will be determined by agenda items. The Office of Administration shall be invited to attend these meetings. These meetings will be coordinated through the Office of Human Resources.

- b. These meetings will be held during normal working hours with no loss of pay for those attending. This shall not result in the earning or accrual of overtime compensation.

Article 9 Grievance Procedure

Section 9.01

If grievances shall arise between an employee and Employer, such grievances shall be processed in accordance with DHSS Policy 12.1 entitled Grievance Procedure .

Section 9.02

At employee grievance hearings, an employee may have a union representative, officer, steward, or another state employee of his or her choice to assist, to advise, or to represent the employee in the grievance proceedings, provided that the arrangements for such assistance or representation do not delay the proceedings. In order to maintain the integrity of the process, these individuals must keep all grievance information confidential.

Article 11 Seniority

Section 11.01

In the case of layoffs the department will continue to follow the layoff procedures as prescribed by the Office of Administration-Division of Personnel. In other areas where seniority is applicable, seniority/service credit scores under the MOSERS service records will apply.

Article 12 Employee Rights

Section 12.01

In addition to rights and privileges otherwise specified by law, employer operating regulations, the DHSS Administrative Manual, or facility policies, employees have the following rights:

- a. An employee shall be entitled to such advice, assistance, or representation upon request if the employee is questioned by an agency representative about a matter that the employee reasonably believes may lead to a notice of unacceptable conduct, a notice of a period of conditional employment, demotion, suspension or dismissal of the employee. The Employer shall allow approximately fifteen minutes conference time between the Union representative and the employee prior to investigatory/disciplinary meetings. This time shall be coded as union leave with pay for all union representatives and leave slips submitted accordingly. The employer agrees to advise employees of the subject matter on which they will be questioned. However, in no event may an employee withhold information from his or her supervisors or co-workers which affects or could affect ongoing operations of state government or any program thereof. When a notice of unacceptable conduct, a period of conditional employment, demotion, suspension, or dismissal is proposed, the employee shall be notified of the charge, and before the action is effective, or the hearing held, whichever is to occur first, the employee shall be entitled to a specification of the charges or complaint, and any documentation supporting the charges or complaint.
- b. To receive training or instruction to perform their jobs.
- c. To bring matters of concern to their supervisor's attention.

- d. To suggest changes in office, division or department practices or policies.
- e. To question timekeeping records and have errors corrected in a timely manner.
- f. To receive timely performance appraisals.
- g. To have access to departmental and divisional administrative policies and all updates of same.
- h. To have the employer maintain confidentially of employee personnel records as outlined in departmental policy.
- i. When an employee accuses or is accused of harassment or discrimination, the employee shall receive notification when the investigation is complete of whether allegations were substantiated or unsubstantiated by the evidence or the lack thereof.
- j. Any negative entries placed in the employee's official personnel file shall contain the date and name of the individual making the entry. It shall be presented to the employee for his/her counter signature. Refusal to sign shall be noted on the document. Signing shall not be construed as agreement to the document's content.

Article 13

Miscellaneous Provisions

Section 13.01

The Union recognizes that it had an unlimited right and opportunity to make demands and proposals during the meet and confer sessions with respect to the covered employees and that the provisions contained in this Resolution represent the full exercise of that right and opportunity for a period running to the termination date of this Resolution.

Section 13.02

If any provision in this Resolution is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal law or regulation, the remaining terms of this Resolution shall remain in force and effect. Under such circumstances, the parties agree to meet and confer over language to replace the provision. Such replacement shall be compatible with the remaining terms of this Resolution and be compatible with the decision or enactment, which rendered the old provision invalid, unlawful or unenforceable.

Section 13.03

Department manuals:

- a. The Department shall continue to furnish, in advance, updates or additions to the Department of Health and Senior Services Administrative policies to the designated Union Representative.
- b. The Union shall have the opportunity to provide written comment upon policies to the Deputy Department Director or to the Chief, Office of Human Resources.

Section 13.04

Resolution Dissemination:

The Employer will include this resolution in the Department administrative policies to be accessible to all employees.

Section 13.05

Wage Recommendations: Upon request, the Department and the Union shall exchange information regarding annual recommendations for revising the pay plan submitted to the Personnel Advisory Board for use in submitting its pay plan recommendations to the Governor.

Section 13.06

If any committee is established via legislation or regulation which requires participation by bargaining unit-eligible employee(s), the Department will first request names of participants from the union.

TERMS OF RESOLUTION

This Resolution shall be effective May 1, 2005, through April 30, 2008, at which time it shall be extended unless either party gives written notice to terminate.

Appendix A**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

Division of Senior and Disability Services and Division of Regulation and Licensure
Section for Long-Term Care
Classifications Eligible for Bargaining Unit

Title	Class Index Code
Account Clerk I	0301
Account Clerk II	0302
Accountant I	0311
Accountant II	0312
Aging Program Specialist I	5139
General Office Assistant	0021
Office Support Ass't (Clerical)	0002
Sr. Office Support Ass't	0003
Office Support Ass't (Keybd)	0022
Office Support Ass't (Steno)	0012
Environmental Public Health Specialist I	4612
Environmental Public Health Specialist II	4613
Facility Advisory Nurse I	4365
Facility Advisory Nurse II	4366
Facility Surveyor I	5250
Facility Surveyor II	5251
Information Support Coordinator	0130
Long-term Care Specialist	5138
Facility Inspector	1010
Social Service Worker I	5199
Social Service Worker II	5200