

AGREEMENT

Between

The Department of Mental Health

State of Missouri

and

Missouri Nurse's Association (MONA)

July 1, 2009 through June 30, 2012

TABLE OF CONTENTS

Article #	Article Title	Page #
	Preamble	Page 3
Article 1	Recognition	Page 3
Article 2	Management Rights	Page 4
Article 3	Preservation of Benefits	Page 5
Article 4	Non-Discrimination	Page 6
Article 5	Rights of Professional Registered Nurses	Page 6
Article 6	Nursing Practice	Page 8
Article 7	Union Business	Page 9
Article 8	Payroll Deduction of Dues	Page 11
Article 9	No Strikes or Work Interruptions	Page 12
Article 10	Grievance Procedure	Page 12
Article 11	Seniority	Page 13
Article 12	Hours of Work	Page 14
Article 13	Filling of Vacancies	Page 17
Article 14	Compensation	Page 19
Article 15	Layoff and Reinstatement	Page 19
Article 16	Attendance and Leave	Page 19
Article 17	Annual Leave/Vacation	Page 23
Article 18	Sick Leave	Page 25
Article 19	Personnel Policies	Page 26
Article 20	Probationary Period	Page 27
Article 21	Personnel Records	Page 28
Article 22	Performance Planning and Appraisal	Page 28
Article 23	Disciplinary Action	Page 30
Article 24	Health and Safety	Page 31
Article 25	Security	Page 33
Article 26	Information Technology	Page 33
Article 27	Term of Agreement	Page 34
	Signatures	Page 35
Appendix A	Code of Ethics for Nurses	Page 36
Appendix B	Code of Ethics for Nurses	Page 37

PREAMBLE

This Agreement is entered into by the Missouri Nurses Association, (hereinafter referred to as "MONA" or "Union"), and the State of Missouri, Office of Administration and the Department of Mental Health (hereinafter where appropriate jointly or severally known as "Employer"), on behalf of the eligible Employees (persons in the Bargaining Unit of Registered Professional Nurses employed by the Employer as registered nurses). It is the purpose of this Resolution to comply with the provisions of the Section 105.520, RSMo. It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between the Employer and the Union. The parties recognize a responsibility, both individually and collectively, to promote the safety and welfare of the Employees and clients, the efficiency and economy of operations, and the delivery of quality health care to clients of the Missouri Department of Mental Health. 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 the Agreement.

Article 1 **RECOGNITION**

Section 1.01 – Exclusive Bargaining Representative

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees in the unit described below for the purpose of negotiating and reaching agreements and resolving issues on matters pertaining to wages, hours and working conditions pursuant to the statutory provisions of Sections 105.500 - 105.530, RSMo.

Section 1.02 – Scope of Unit

The Scope of this unit is described to include all classified Registered Professional Nurses of the Department of Mental Health of the State of Missouri, who are employed only in the classifications listed below.

Section 1.03 – Classifications Included in the Unit

The classifications of the Uniform Classification and Pay (UCP) System as defined in 1 CSR 20-1.045 in this unit are as listed below:

- a) Registered Nurse I (UCP Index # 4320)
Registered Nurse II (UCP Index # 4321)
Registered Nurse III (UCP Index # 4322)
- b) All employees in the classification of Registered Nurse IV (UCP Index # 4323) at Marshall and Higginsville Habilitation Centers will also be included in the Bargaining Unit.

Section 1.04 – Classification Changes

If a dispute arises, concerning the continued appropriateness of existing classifications and/or positions within the Bargaining Unit, because of changes in the classification specifications and/or positions and at the request of either Party, the Parties shall meet and confer to determine whether the classifications and/or positions are to be maintained or excluded from the Bargaining Unit.

If the Parties are unable to agree, either Party may request the matter be resolved by the State Board of Mediation or appropriate state agency responsible for this function. Furthermore, the parties reserve the right to request a review of Registered Nurse positions in non-Bargaining Unit classifications should there be a change in how such positions are utilized. While the Parties should always attempt to resolve disputes regarding these matters informally, the final decision will rest with the State Board of Mediation or appropriate state agency responsible for this function.

Section 1.05 -- New Positions

New positions in the classifications of Registered Nurse I, II, or III and IV at Marshall and Higginville Habilitation Centers will be included in the Bargaining Unit.

Section 1.06 -- Job Classifications

Any time an employee does not believe that the duties of the employee's assigned position are appropriate, the Employee may request a review in writing to the Employer, using the forms and procedures prescribed by the Office of Administration, Division of Personnel (1 CSR 20-2.010(2)(D)). When such requests are received and the necessary forms are completed, the Employer will forward it for review to the Division of Personnel. The necessary forms will be made available to employees on request, or employees will be referred to the appropriate location to obtain the forms.

Section 1.07 -- Federal and State Law Binding

The Parties recognize and agree that the Employer and the Union are bound by applicable provisions of Federal and State law and in particular, the provisions of Chapter 36, RSMo, as amended, and the implementing policies and regulations of the Personnel Advisory Board and Personnel Division. Nothing in this Agreement shall be construed in a manner, which would conflict with the statutory provisions referenced in this Section.

Section 1.08 – Missouri Nurses Practice Act

The Employer recognizes that Employees are members of the nursing profession and, as such, according to the Missouri Nurse Practice Act are employed to assume the responsibilities for assessment, planning, implementing and evaluating nursing care, including patient education and discharge planning. These Employees are responsible for coordinating the work and teaching, and contributing to the evaluation of clinical nursing skills of designated nursing personnel, pursuant to Chapter 335, RSMo, the Missouri Nurses Practice Act.

Article 2

MANAGEMENT RIGHTS

Section 2.01 – Management Authority

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

Section 2.02 – General Management Authorizations

These rights include but are not limited to:

1. The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served;
2. The right to plan, direct, control, and determine the operation, and/or services to be carried out by its employees;
3. The right to determine the methods, means, and number of staff needed to carry out its mission;
4. The right to direct the workforce;
5. The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
6. The right to suspend, demote and dismiss for cause;
7. The right to furlough and lay off employees due to lack of work, funds, or other reasons;
8. The right to make, publish, and enforce rules of personal conduct, procedures, policies, and regulations;
9. The right to introduce new methods of operation, equipment, or facilities;
10. The right to contract for goods and services; and
11. 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 Governor may suspend the provisions of this Agreement during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency. Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Agreement.

Article 3

PRESERVATION OF BENEFITS

Section 3.01 -- Conflict of Laws / Severability

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

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

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 3.02 -- 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 3.03 -- Complete Agreement The parties acknowledge that during the development of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter regarding conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 4
NON-DISCRIMINATION

Section 4.01 -- Protection from 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, gender, religion, color, national origin, political affiliation, disability, Union membership status or lack thereof, or the exercise of any rights set forth in Section 105.510, RSMo.

In addition, the Employer and the Union respect and value the diversity of the workforce and agree that unlawful discrimination will not be tolerated.

Section 4.02 -- Professional Courtesy

The Employer and Employees will treat each other with professional courtesy.

Article 5
RIGHTS OF PROFESSIONAL REGISTERED NURSES

Section 5.01 -- Union Participation

The Employer shall allow Employees to exercise the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union. Employees shall have the right to participate in the management of the Union and to act for the Union in the management of the Union and to act for the Union in the capacity of representatives including, but not limited to, presentation of its views to officials of the Executive Branch, the Legislature, the general public or other appropriate authority.

Section 5.02 – Code of Ethics for Nurses

The Employer recognizes that the Employees covered by this Agreement are licensed Registered Nurses who are authorized to practice professional nursing by the State of Missouri, under

Chapter 335, RSMo, the Nurses Practice Act, and who have the responsibility and obligation to provide high quality nursing care for persons in accordance with the American Nurses Association *Code of Ethics for Nurses* (included in Appendix A) and within the resources and environment provided by the Employer.

Section 5.03 -- Patient Advocate

Nurses have the right, as an advocate for the patient, to take appropriate action as defined by state, federal or local laws or regulations; accepted standards of nursing practice; or department or facility policies and procedures, to ensure competent, ethical, and legal, practices by any member of the health care team or the health care system or any action on the part of others that places the rights or best interests of the patient in jeopardy.

Section 5.04 -- Additional Rights

In addition to rights and privileges otherwise specified by law, the Employer operation regulations, or Facility policies the Employees have the following rights:

1. To receive on-the-job or in-service training or instruction to perform their jobs;
2. To discuss with their supervisors matters of concern, including Client care, without penalty;
3. To be informed of and suggest changes in Facility practices and policies or Department practices or operating regulations;
4. To protect themselves from bodily injury using only the amount of restraining force reasonably or apparently necessary to ensure the safety, welfare and security of the Clients, Employees and others;
5. To question and have corrected timekeeping records and computations of seniority;
6. To receive timely performance appraisals;
7. To receive or have access to written Facility policies and Department operating regulations;
8. To receive copies of minutes from the Nurse Practice Committee and other committees whose actions affect the ability of registered nurses to perform their jobs;
9. To have the Employer maintain confidentiality of Employee personnel records, as provided by law;
10. To have access to relevant, current and accurate reference tools and resources necessary for the provision of safe, quality nursing care;
11. To report conditions they believe to be unsafe or staffing levels they believe to be inappropriate, without personal consequence;
12. To be provided with an area that is open on all shifts and away from public or Client traffic at each facility for Employee use during rest or meal periods;
13. To be informed of the mechanism to make requests for specific days off;
14. To not be arbitrarily or capriciously moved from their facilities, work units, shifts, or days off;
15. To retain the legal right to be identified as Registered Nurses;
16. To have nursing management support and representation at both the operational level and the executive level, where appropriate;

17. To have access to nursing management support provided with contact information for another nursing professional with relevant expertise upon request to their supervisor; and
18. To be valued as strategic assets.

Section 5.05 – Staffing Levels

The Employer will maintain staffing levels that are sufficient to ensure safe, high quality, effective delivery of services and that meet applicable state and/or federal laws, regulations, or accreditation standards.

If a condition arises on a nursing unit where a nurse(s) has concern regarding nursing care, staffing, or patient safety, it may be communicated to the immediate supervisor, in writing and on forms provided by the Union. Employees will not be disciplined or discriminated against for bringing concerns regarding nursing care, staffing, or patient safety to the attention of anyone.

Article 6 **NURSING PRACTICE**

Section 6.01 – Missouri Nurses Practice Act

The Employer recognizes that Employees are members of the nursing profession and, as such, according to Chapter 335, RSMo, the Missouri Nurses Practice Act, are employed to assume the nursing responsibilities for assessment, planning, implementing, and evaluating nursing care, including patient/client education and discharge planning.

Section 6.02 -- Nursing Policy and Procedure Manual

- a) Within the Department of Mental Health each facility providing patient care has a Nursing Policy and Procedure Manual that includes but is not limited to provisions on standing orders and protocols, validated medication procedures, nursing care of patients/clients and record keeping.
- b) Other nursing books may be used for nursing protocol in conjunction with the Policy and Procedure Manual. Nursing books cannot replace the Policy and Procedure Manual.

Section 6.03 -- Nurse Practice Committee

- a) Facilities with two or more Employees will have a Nurse Practice Committee.
- b) At least one Employee from each shift will be designated by the Union to participate in Nurse Practice Committee meetings. However all Employees are encouraged to attend. Meetings will be conducted at least quarterly with the Director of Nursing or designee and other necessary staff to discuss nursing practice, procedures, nurse competence, quality assurance/improvement and staffing issues related to level of care and skill mix. The meeting may be canceled by mutual agreement. Nurse Practice Committee Meetings will be regularly scheduled and Employees will be notified in advance.
- c) The members of the committee may submit items for the meeting agendas.
- d) The Employer will take minutes of the meetings and furnish a copy of the minutes to the members of the committee.
- e) Committee attendance will be considered time worked.

Article 7
UNION BUSINESS

Section 7.01 -- Union Representation

For the purpose of this Article, a Union representative is defined as either an employee of the Department of Mental Health that is part of this Bargaining Unit and appointed by the Union or an employee of MONA.

The Employer and the Union agree that time spent on any of the following activities during work time must be mutually agreed upon by the Employer and the Union, and that such time will not be unreasonably denied.

- a) The right of the Union to appoint a reasonable number of representatives is recognized. The Union shall supply to the Head of the Facility and Department Personnel Officer, in writing, complete and current lists of the representatives and local officers for each Facility. The Union shall maintain a current list and post it on the Union bulletin boards. The Employer shall recognize only those persons identified on the lists for purposes of representing the Union as specified in this Agreement.
- b) In addition to their regular duties, during work time, representatives shall be allowed a reasonable amount of time for activities permitted under this Agreement including the investigation, processing, and presentation of Bargaining Unit employees' grievances and representing said employees in meetings with management and orientation of new employees.
- c) Representatives are permitted a reasonable amount of time to receive and discuss complaints and grievances on the premises and on work time of the Employer provided this does not interfere with the necessary operation of the facility and the work of those involved. Representatives must notify their supervisor in order to work on Union business, and whenever possible, with as much advance notice as is practical according to the circumstances.
- d) Any dispute arising between the Employer and the Union as to whether a representative is spending an unreasonable amount of time at a work site while conducting Union business shall be resolved by the Union and the Employer designee. If such a dispute cannot be resolved between the two parties, the State will make its decision based on impact upon work operations. However, the affected representative may refer the matter for review and/or grievance.
- e) Employees having a legitimate need for the services of a representative shall notify their supervisor. When it is necessary for representatives to conduct authorized Union business in a worksite or area other than their own, they shall notify the designated manager of that worksite or area of their presence and the nature of their business.
- f) The Union representative who is off-duty or who is not an Employee of the Facility shall report upon arrival to the Head of the Facility or designee. The representative shall notify the Head of the Facility of the area that is to be visited and obtain permission. Permission must be granted by the Head of the Facility before the representative may proceed to any other area. The representative shall not interfere with Client care, Client rights, or the efficient operation of the Facility. The Head of the Facility shall grant permission to the

representative to visit areas of the Facility unless the visit would interfere with Client care, Client rights, or the efficient operation of the Facility.

- g) Any Union representative who is off-duty or who is not an Employee and who is located on the Facility premises in areas other than those designated in or by memorandum agreed to by the Parties and without the permission of the Head of the Facility may be asked to leave the area. Where there is a violation and the Union representative has been asked to leave the premises, the representative may be escorted and removed from the premises.

Section 7.02 -- Union Access

The Union shall have access to state-controlled property and employees during the Employer's regular working hours for the purpose of administration of this Agreement and for distribution of Union leaflets, newsletters, membership packets and dues deduction authorization cards and other information related to this Agreement. This activity shall be conducted during non-working hours (e.g. lunch hours, break times) and in non-work areas (e.g. cafeteria, conference room, and break room). Such activity shall be conducted in a manner that is not disruptive to work operations. Upon request, the Union may use an available, private area that is easily accessible. If climate controlled rooms with telephone access are available these features will be accessible to the Union consistent with facility policies. Employees, when conferring with the Union and its representatives about work-related problems, have the right to privacy, free of mechanical or other forms of monitoring.

Section 7.03 – Union Leave

- a) An employee attending a state or national Union convention or other legitimate association function such as a state or area Union committee meetings may be allowed time off without pay. The employee may utilize any accumulated annual leave or federal, state or holiday compensatory time in lieu of taking such without pay. The Union shall give the Employer at least ten (10) business days advance notice of the employees who will be requesting attendance at such functions to allow the Employer time to make necessary staffing arrangements. Requests will not be unreasonably denied.
- b) The employer shall permit a leave of absence without pay in accordance with 1 CSR 20-5.020.

Section 7.04 -- Employee List

The Office of Administration shall make available to the Union a quarterly list of all Employees in the Bargaining Unit by work location, employee's name, classification, work location address of all new employees and unique identification number. The Union will be provided a monthly list of Employees who have Union dues deducted from their paychecks.

Section 7.05 – Distribution and Display of Union Literature and Other Material

Each facility shall provide space on mutually agreeable bulletin boards. Items that may be placed on these bulletin boards are dated notices by the Union of its activities, views, and other materials.

The Union may, before or after work hours or during meal periods, distribute Union literature in non-work areas.

Information posted or distributed shall not contain material that is derogatory, defamatory or of a partisan political nature. The Union shall have the right to distribute or display Union material within a worksite on Union bulletin boards and in other approved locations. The Employer has the right to remove or prohibit the display or distribution on state property of Union material if there is a compelling reason to believe that the material is derogatory, defamatory, or of a partisan political nature, or is unduly disruptive to agency operations. If the Employer removes material or prohibits its distribution, the Employer will notify the Union Representative or other Union official to discuss such actions.

Section 7.06 -- New Employees

The Union will be permitted to have a welcoming letter to all new Bargaining Unit Employees in the agency's orientation packet regarding Union representation, membership, eligibility and procedures for enrolling.

Upon hire, the Employer will notify the Union of any new Employee's name and contact information at the Union's headquarters.

Section 7.07 – Agreement Availability

This Agreement is available on line at the Missouri Department of Mental Health website, www.dmh.mo.gov. (See Appendix B for links to related materials).

Article 8

PAYROLL DEDUCTION OF DUES

Section 8.01 – Payroll Deduction

- a) If authorized by an Employee on the designated form, the Employer 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, the 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.
- b) 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 membership dues in the Union. 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.
- c) 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 the Union dues.
- d) The Parties have agreed on an approved form for authorized payroll deductions. If the Union desires to change the form, the Employer shall have the opportunity to approve the changes. The Union shall supply the Personnel Office of each Facility with these forms.

An Employee may obtain the deduction authorization form from the Personnel Office. The Employer shall deduct Union dues on the first payroll period of the month following the filing of the written authorization with the Employer.

- e) 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.
- f) Neither Party shall directly or indirectly intimidate, threaten, coerce, harass, or compel any Employee to agree to a payroll deduction, nor shall either Party directly or indirectly intimidate, threaten, coerce, or compel any Employee to continue to have payroll deductions from their checks.

Section 8.02 – Indemnification and Hold Harmless Clause

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.

Article 9

NO STRIKES OR WORK INTERRUPTIONS

Section 9.01 – No Strike

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 representatives of their obligations under this Article and all Bargaining Unit members as to the meaning of it.

Section 9.02 – No Lock-Out

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

Article 10

GRIEVANCE PROCEDURE

Section 10.01 – Grievance Policy

Grievances will be governed by the grievance procedure established by the Department's policy in accordance with Department Operating Regulation 6.090.

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

An Employee should attempt to resolve any dispute(s) by meeting with the immediate supervisor immediately or as soon as possible after the act or omission giving rise to the dispute. The Employee may have Union Representation for this meeting.

Decisions at this step will not be used as precedent for any subsequent case. If the Employer has a mediation program available, it will be incorporated into the grievance process as agreed to by the parties.

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

Section 10.02 -- Travel or Expenses Not Reimbursed

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

Section 10.03 – Advanced Grievance Step Filing

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

Section 10.04 -- Group Grievances

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

Section 10.05 – Non-Retaliation

The Employee will not suffer adverse consequence as a result of filing a grievance.

Article 11 **SENIORITY**

Section 11.01 -- Bargaining Unit Seniority Defined

Bargaining Unit seniority is defined as the period of continuous employment with the Employer within a Bargaining Unit position.

Section 11.02 -- Loss of Seniority

Seniority will be terminated when an employee:

- a) Voluntarily resigns, retires, transfers, promotes or demotes out of the Bargaining Unit;
- b) Is laid off from a Bargaining Unit position for a period of more than three (3) years;
- c) Is dismissed from a Bargaining Unit position. If reinstatement occurs, seniority will also be reinstated.

Section 11.03 -- Continuation of Seniority

The following will constitute a continuation of seniority:

- a) As authorized by the Division of Personnel and the Head of the Facility, leaves of absence with or without pay not to exceed twelve (12) months.
- b) Promotion, demotion or transfer within the Bargaining Unit, throughout the Department of Mental Health.

Section 11.04 – Ties in Seniority

If it becomes necessary to break a tie in two or more Employees' seniority the tiebreaker shall be by the toss of the coin with all parties present.

Article 12 **HOURS OF WORK**

Section 12.01 -- Work Week

The normal work week for a full time Employee shall be forty (40) hours within a fixed and regularly occurring seven (7) day period.

- a) Facilities may establish Employee self-scheduling along with applicable procedures to enhance morale, recruitment, Employee empowerment and enhancement of client care. All scheduling will comply with the department's workweek and workday standards, as described in Sections 1 and 2 of this Article.
- b) Employees may request and may be approved for a flexible work schedule. A flexible work schedule permits an Employee to adjust their normal workweek or work day schedule, such as extending the lunch period, arriving late or departing early, subject to the needs of the facility.
- c) Employees may request and may be approved for an ongoing alternative work schedule. The Employee and the supervisor will design the schedule, such as a four (4) day week, ten (10) hours a day or three (3) day week, thirteen (13) hours a day, (totaling 40 hours a week), etc.

Section 12.02 – Work Day

The normal workday will be eight (8) hours. However, alternative daily work hours and schedules, including but not limited to flex time, may be mutually established between the Employer and the Employee. Alternative scheduling is defined as any scheduling other than the regular eight (8) hour, five (5) day a week rotation. Flexible time is defined as an adjustment of the Employees work hours/schedules within a seven-(7) day workweek. The total work hours for the flex schedule will not exceed forty (40) hours per week.

- a) Alternative work schedules for individual employees assigned to twenty-four (24) hour nursing coverage facilities may be established, with mutual agreement between the Employee and the Employer, to address staffing shortages, enhance recruitment, enhance morale and/or promote retention.
- b) Flexible work hours and alternate work schedules may also be offered to those Employees not assigned to a level-of-care position which requires constant contact with units, wards, inmates, clients, or students (i.e. full time employees working for the Regional Center, Quality Assurance, Community Residences, Education, etc.).
- c) The Employee and Employer understand the inherent risks associated with working extended shifts over a period of time. The Employer will honor the Employee's preference to the degree possible; however the Employer will also monitor the Employee's performance in regards to working extended shifts and will make adjustments as necessary.
- d) In circumstances where the majority of a work unit desires alternative scheduling for the entire unit, those employees that are unwilling to switch to the alternative schedule will be moved to another work unit on the same shift.

Section 12.03 -- Mandatory Overtime

- a) Mandatory overtime is considered being mandated to work overtime for any length of time greater than one hour.
- b) Overtime will be compensated in accordance with Section 105.935, RSMo.
- c) The Employer and Union agree that mandatory overtime will be utilized only after other appropriate options have been exhausted (e.g., seeking volunteers, calling off-duty employees, etc.).

If mandatory holdover is required:

- a) Mandatory lists will be established by the employer using reverse seniority and on a rotating basis, within the appropriate job class(es). The least senior employee will be subject to first holdover, progressing in turn to the most senior employee.
- b) The employee held over, either by mandatory or by volunteering for at least two (2) hours, will be removed from the holdover list until the other nurses have been held over then the list starts over again.
- c) Employees will not be added to the list until they have completed thirty (30) days of employment.
- d) Employees working 13 1/3-hour shifts will not be subject to mandatory holdovers, except for instances when it is necessary to hold the Employee until a replacement can be found.
- e) The Employee mandated for holdover will be notified as soon as possible and will be allowed time if needed, to make necessary arrangements to remain at work.

For Employees at the top of the mandatory overtime list, exceptions will be made for the following circumstances; however these exceptions may waived in extenuating situations:

- a) The Employee was held over (mandatory or voluntarily) the previous day.
- b) The Employee has the next day off, unless the employee volunteers to stay over.
- c) An Employee that has furnished copies of class schedules before the beginning of the educational term will not be scheduled for mandatory holdover on class days when enrolled in a degree program related to career progression in nursing or state government.

- d) The Employee is exempted from working more than eight (8) hours per day based on a medical condition and granted according to Department Operating Regulation 6.530. For these employees, the amount of mandatory overtime will be comparable to that of other employees.
- e) The Employee was already held over (mandatory or voluntarily) within that workweek.

Section 12.04 -- On-Call Pay

On-call time is a situation where an Employee has been assigned to on-call status outside their regular working hours and they are required to respond to calls within a designated time frame when called. Employees placed on on-call status will be compensated in accordance with Department policies and procedures at the rate of one (1) hour for twelve (12) in on-call status. Employees will be compensated for on-call time regardless of whether the employee is called into work. If called in to work, Employees will be compensated for time worked, but not less than two (2) hours. On-call assignments will be rotated among qualified Employees.

Section 12.05 – Posting Work Schedules

- a) The Employer will post Employee work schedules at twenty-four (24) hour facilities a minimum of ten (10) days in advance of the schedule's start date. The posted work schedule will not be for less than one month. Every reasonable effort will be made to fill scheduling gaps before the schedule is posted.
- b) The Employer will notify Employees at least seven (7) days in advance of any change in the posted schedule, except in emergency situations.

Section 12.05 -- Self-Scheduling

- a) Facilities may establish Employee self-scheduling upon mutual agreement of the employees. The intent of self-scheduling is to enhance morale, recruitment, Employee empowerment and enhancement of client care. All scheduling will comply with the facilities workweek and workday standards, as described in Sections 1 and 2 of this Article.
- b) The Union Representative will be notified of such self-scheduling thirty (30) days before self-scheduling starts at the facility. In the event that the majority of Employees affected by self-scheduling are dissatisfied with this type of scheduling arrangement, self-scheduling will cease. The Union Representative will be notified thirty (30) days before self-scheduling is discontinued.
- c) Self-scheduling will not be manipulated by the Employee to increase the probability for overtime pay.

Section 12.06 -- Meal Periods

Except for employees who are assigned to a straight eight (8) hour shift (no overlap with off-going/on-coming shifts) full-time employees will be allowed an unpaid meal period of at least thirty (30) minutes. Employees may receive up to sixty (60) minutes with supervisory approval.

Meal periods will be counted as part of total hours worked for those employees who are required by the Employer to work during their meal period. When employees are required to work through their meal period, the Employer shall credit the employee for time worked.

Section 12.07 -- Break Periods

Except in emergency or unusual circumstances, the Employee will receive a fifteen (15) minute break for every four (4) hours of scheduled work. These rest periods may not be used at the beginning or end of the shift.

Section 12.08 -- Reporting for Duty

The employee is expected to arrive and be ready for duty at the start of their scheduled shift. Tardiness is the late arrival for work or late return from meal or break periods without prior authorization.

- a) Tardiness will be subject to supervisory counseling and/or disciplinary action.
- b) The Employee with prior authorization to arrive late shall not be considered tardy and such late arrivals may be covered in 1/4th hour increments with annual leave, holiday time, compensatory time or leave without pay.

Section 12.09 -- Hourly and Intermittent (PRN) Nurses

Facilities may hire registered nurses as temporary employees to work on an as needed basis (PRN) to fill scheduling needs. Permanent full-time schedules will not be altered to accommodate the scheduling needs of PRN Employees.

Section 12.10 – Travel Time

Employees required to travel on work related business will be reimbursed for their travel expenses in accordance with the State travel regulations (1 CSR 10-11.0).

Article 13 **FILLING OF VACANCIES**

Section 13.01 -- Definition of Vacancy

A job vacancy exists when the Employer decides to fill a new or existing position in the Bargaining Unit.

Section 13.02 -- Job Vacancy Postings

- a) Notices of job vacancies will be posted by the Employer for a minimum of seven (7) days on intra-office electronic communication systems, where available, and in designated locations accessible twenty-four (24) hours per day seven (7) days per week at the facility where the vacancy exists.
- b) Such notices will specify the required qualifications, including knowledge, skills, ability, rate of pay or pay grade, specific work location, shift and days off, work unit, job classification(s) and job description.
- c) Any position not filled within six months of the initial posting will be reposted prior to filling.

Section 13.03 – Applying for Vacancies

Employees may apply for job vacancies by following procedures described in the posting, which will not be unduly burdensome. Applicants who are not selected for the position will be provided

a written notice from the Employer. Upon request, an employee will be notified of the reason for not being selected.

Section 13.04 – Selection for Position

- a) Selection for change in shift and/or days off within the program or unit will be awarded to the employee with the most seniority in that job classification(s) of those who have expressed interest.
- b) Selection for all other vacancies will be based on qualifications, relevant experience and past performance. In the event that all applicants are equally qualified then seniority will be the deciding factor.

Section 13.05 – Placement and Orientation

- a) If accepted for the position, the Employee will be moved into the position normally within fourteen (14) days but not longer than thirty (30) days except by mutual agreement.
- b) Staff new to a unit will be oriented to the condition and needs of the clients in their assignment.

Section 13.06 -- Integrity of Procedure

The Employer will fill vacancies under the provisions of this Article.

Section 13.07 -- Reinstatement Register

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

Section 13.08 -- Miscellaneous

Employees will not be required or requested to resign as a condition of transfer or promotion within the Bargaining Unit throughout the Department of Mental Health.

New Employees will not be appointed at a rate that upon successful completion of his/her probationary period would be higher than that paid to present employees at the same facility with comparable qualifications and experience in a comparable assignment.

Section 13.09 -- Transfers between Facilities

- a) The Employer may transfer Employees between facilities based upon the requirements and needs of the Employer. Whenever the Employer is considering transferring Employees between facilities, it shall determine whether any qualified Employee will accept a transfer on a voluntary basis. If no Employee agrees to a voluntary transfer, the Employer will transfer the Employee with the least seniority.
- b) Temporary facility transfers will be made upon mutual agreement unless facility building or grounds have become damaged or uninhabitable. If no Employees agree to accept the temporary transfer, it will be assigned to a qualified Employee with the least seniority.

Section 13.10 -- Floating/Relief Assignments

Float/Relief Employees may be hired to work throughout the facility. They will be oriented to

all areas they are expected to cover. If no Employee agrees to a voluntary float/relief assignment, the Employer will rotate such assignments by inverse seniority.

Article 14 **COMPENSATION**

Section 14.01 -- Compensation Authority

Within the Office of Administration, the State Personnel Law, Chapter 36, RSMo provides for a Personnel Advisory Board. The Personnel Advisory Board makes recommendations to the Governor regarding state employee compensation.

Section 14.02 -- Wage Increases or Compensation Process

The Missouri Nurses Association has the opportunity to annually appear before the Personnel Advisory Board to present requests including a request for wage increases/compensation for the Registered Nurses covered by this Agreement. The Personnel Advisory Board reviews the request and presents a summary report referred to as the Pay Plan Recommendation to the Governor.- The Governor may include the report in the annual budget proposal. The Missouri General Assembly has the final authority to appropriate funds for general wage increases and/or compensation for Registered Nurses covered by this Agreement.

Article 15 **LAYOFF AND REINSTATEMENT**

Section 15.01 -- Layoff and Reinstatement Procedures

Layoffs shall be governed by Rules of the Personnel Advisory Board and the Personnel Division, 1 CSR 20-3.070(11).

Article 16 **ATTENDANCE AND LEAVE**

Section 16.01 -- Holidays

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

- New Year's Day, the 1st day of January
- Martin Luther King Jr. Day, the 3rd Monday in January
- Lincoln's Birthday, the 12th of February
- Washington's Birthday, the 3rd Monday in February
- Truman's Birthday, the 8th day of May
- Memorial Day, the last Monday in May
- Independence Day, the 4th day of July

- Labor Day, the 1st Monday in September
- Columbus Day, the 2nd Monday in October
- Veteran's Day, the 11th day of November
- Thanksgiving Day, the 4th Thursday in November
- Christmas Day, the 25th day of December

When any of the observed holidays fall on a Sunday, these holidays shall be observed on the following Monday, and when any of these dates or days fall on a Saturday, these holidays shall be observed on the preceding Friday. Additional dates may be designated as holidays by the Governor or President of the United States.

Section 16.02 – Scheduling of Holidays

Each facility will have a policy for granting holidays that provides for every Employee, at a minimum, to be scheduled off one of the following groups of holidays. The policy cannot alter the intent of this Agreement. An Employee’s holiday schedule will alternate between these two groups each calendar year. Employees will be allowed to trade holidays with other Bargaining Unit employees.

The Employer cannot deny the Employee from taking holidays within the assigned group.

Group A	Group B
New Year's Day	Martin Luther King Jr. Day
Lincoln's Birthday	Washington's Birthday
Truman's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Each position will be assigned based upon the staffing needs of the unit, an initial group of holidays, either Group A or Group B. In the event the Employee transfers to a different position, that Employee will assume the holiday group assigned to that position. In the event the Employee chooses to schedule their vacation time during the holiday time they are expected to work, they will understand they must either work that assigned holiday or trade with someone else to work for them. In the event the Employee’s scheduled day off falls on the holiday assigned to work that year, the Employee is expected to work that assigned holiday or trade with another Employee. The Employee can request to be scheduled another day off during that week in order to avoid working overtime.

Section 16.03 -- Sick Leave

When an employee is eligible to use sick leave, he/she may request to take accrued compensatory time in lieu of sick leave. Notation of this substitution shall be made on the leave form.

Section 16.04 -- Compensatory Time Off/ Pay

Compensatory time will be paid and/or approved for time off in accordance with Section 105.935, RSMo.

Section 16.05 -- Request for Time Off

Requests for time off must be submitted at least fourteen (14) days in advance of the days requested. The request will be granted by seniority. Notification of time off will be at least seven (7) days in advance.

Those requests submitted less than fourteen (14) days in advance will be granted on a first come first serve basis and the Employee will be notified as soon as possible but no less than twenty-four (24) hours prior to the day(s) off requested.

Requests for time off will be based upon the needs of the facility but will not be unreasonably denied.

A log book or other similar process will be kept in a central location accessible to all Employees, which will be used by Employees when requesting time off.

Section 16.06 -- Payment Upon Separation

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

Section 16.07 -- Attendance in Court

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

Section 16.08 -- Promotional Interviews

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

Section 16.09 -- Bereavement Leave for Death in an Employee's Family

Employees may request up to five (5) consecutive workdays for bereavement as a result of the death of the 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. In no case will an Employee be granted more than forty (40) hours or more than the equivalent of one work week. Other absences due to the death of loved ones, when approved by the Employer, shall be charged to an employee's accumulated annual or compensatory leave.

Section 16.10 -- Bereavement Leave When Working Weekends

When Employees are scheduled to work weekends (i.e., anytime from 6:00 a.m. Saturday to 6:00 a.m. Monday), the use of bereavement leave will be handled in the same manner it would be handled if the Employee were working during the week.

Section 16.11 -- Service Connected Injury and Illness

An Employee who suffers an on-the-job injury or illness, shall be compensated in accordance with Chapter 287, RSMo which governs workers' compensation benefits and be granted leave in accordance with the Department of Mental Health Operating Regulation 6.142 on Family Medical Leave Act.

Workers' compensation benefits are administered by the Central Accident Reporting Office of the Office of Administration.

Section 16.12 -- Family and Medical Leave

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). An FMLA application packet and a summary of FMLA regulations can be obtained from the facility human resources office.

Section 16.13 -- Leave of Absence without Pay

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

Section 16.14 -- Notification of Leave Balances

Employees shall be given a payroll stub or other written or electronic record on a semi-monthly basis that reflects their balances of annual, compensatory and sick leave hours. If the Employee disagrees with their balances, they should notify the timekeeper in writing when the employee became aware of or by reasonable diligence should have been aware of the discrepancy. The timekeeper shall provide the Employee a written response within seven (7) calendar days.

Section 16.15 -- Emergency Leave

Time off for a serious personal emergency while at work shall be granted to any Employee by the Employee's immediate supervisor. If the supervisor does not grant approval, the Employee may request approval from the next higher supervisor. The head of the facility shall determine which type of leave to credit to the emergency. Any Employee leaving their assigned duties and work location without supervisory approval shall be subject to disciplinary action.

Section 16.16 -- Military Leave

Military leave will be handled in accordance with applicable laws and regulations. Questions pertaining to an individual employee's military leave should be directed to the facility human resources office.

Article 17 **ANNUAL LEAVE/VACATION**

Section 17.01 -- Earning Annual Leave

Annual leave or vacation with pay shall be governed by the provisions of 1 CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division. Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to vacation with pay as follows:

1. Five (5) hours for each semi-month of services in which they are in pay status for eighty (80) hours or more hours, up to and until they complete ten (10) years of total state service;
2. Six (6) hours for each semi-month of services, in which they are in pay status for eighty (80) hours or more hours, if they have completed ten (10) and up to fifteen (15) years of total state service;
3. Seven (7) hours for each semi-month of services, in which they are in pay status for eighty (80) or more hours, if they have completed fifteen (15) years of total state service.

Annual leave will be pro-rated for employees not in pay status for an entire pay period.

Section 17.02 -- Annual Leave Accumulation

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

Section 17.03 – Substitution of Leave

When an Employee is eligible to use sick leave, the Employee may request to take annual leave instead of sick leave according to the provisions set forth in the Article 18, Sick Leave, of this Agreement. Notation of this substitution shall be made on the leave form. Use of this annual leave is subject to the same conditions as though the Employee was using sick leave.

Section 17.04 -- Separation from Service

Employees will be reimbursed for all accrued annual leave up to the maximum allowable accumulation upon separation from service.

Section 17.05 -- Death of an Employee

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

Section 17.06 -- Employee Transfer

- a) An Employee who transfers or is appointed to a position in a department other than the Employer will be automatically reimbursed by the Employer for all accrued annual leave up to the maximum levels outlined in Section 12.02 unless directed otherwise in writing by the employee.
- b) If the Employee chooses to transfer annual leave to a department other than the Employer, the Employee must request in writing to the staff responsible for the personnel function at their work location that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the employee physically transferring to a new location.
- c) An Employee entering service with the Employer from another state agency not included in this Bargaining Unit must be allowed to carry up to 120 hours of accrued annual leave.
- d) Employees who transfer or are appointed to another position in a facility of this Bargaining Unit shall retain all accumulated leave time.

Section 17.07 – 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.

Section 17.08 -- Annual Vacation

The Employer is responsible for the scheduling of annual vacations. The Employer agrees to grant vacations on a twelve (12) month basis at the request of Employees, on the basis of seniority for a vacation of one (1) day up to four (4) consecutive weeks but not to exceed the maximum annual leave the employee can earn in one (1) year.

The Employer shall determine the time of year and the number of Employees to be on vacation at any one time. The Employees shall compete for vacations against other Employees within the Bargaining Unit and not against other nursing service employees not in the Bargaining Unit.

Where split vacations are taken, 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 exercised in writing by February 28 of each year. Thereafter the Employer shall schedule vacations according to the needs of service and staffing requirements. In cases where rejection of a particular time is necessary, a reason for rejection shall be attached and returned to the Employees. The Employee will be allowed to select another date.

The Employer shall post the annual vacation schedule no later than March 31 of each year. Any requests submitted after February 28 may be granted consistent with staffing needs. However, such late request shall not displace any other Employee's vacation without their approval.

An Employee's request for vacation shall not be denied as a matter of policy, which is unrelated to Client and staffing needs.

Section 17.09 -- Vacation Cancellations

Vacation granted on a twelve (12) month basis will not be cancelled by the Employer unless a facility wide emergency is declared, at which time all scheduled vacations are cancelled, or unless the employee voluntarily transfers to a different position. In the event of involuntary transfers, the Employee will be allowed to keep the scheduled vacation.

An Employee may cancel vacation requests by submitting written notification to the supervisor.

Article 18 **SICK LEAVE**

Section 18.01 -- Purpose of Sick Leave

- a) Sick Leave may be used when the 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.
- b) Sick leave may also be used for loss of time due to an illness of the Employee's spouse, children, or other relatives or members of the Employee's household which requires the Employee's personal care and attention.

Section 18.02 -- Sick Leave Accrual

- a) 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.
- b) 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.
- c) There is no limitation on the amount of sick leave that Employees may accrue or carry forward from one year to the next year.
- d) No lump sum payment of accrued sick leave will be made when an employee terminates employment.
- e) Unused sick leave will be credited to a retiring member of the Missouri State Employees Retirement System in accordance with Section 104.601 RSMo

Section 18.03 -- Minimum Use of Sick Leave

Sick leave may be used in ¼ hour increments.

Section 18.04 -- Share Leave Bank

A Share Leave program is available in accordance with the provisions of 1 CSR 20-5.025.

Section 18.05 -- Call-in

- a) The Employee is responsible for notifying the Employee's supervisor by telephone at least two (2) hours prior to the beginning of the Employee's shift.
- b) When any absence due to illness extends from one workday into another, the Employee is responsible for notifying the supervisor daily unless verification is provided stating the length of time to be out.

Section 18.06 – Family Medical Leave Act

The Employee may request and be granted maternity/paternity leaves of absence in accordance with state law, Section 1, CSR 20-5 (Leaves of Absence) and the Family Medical Leave Act.

Section 18.07 -- Leave Exhaustion

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

Article 19 **PERSONNEL POLICIES**

Section 19.01 – Policy Access

Links to all pertinent state, departmental and divisional policies and procedures are listed at Appendix B. Documents not available in electronic format are accessible and can be requested at the local facility's human resource office.

Section 19.02 – Resolution of Disagreements

If there is a disagreement as to the application of a policy, that matter shall be subject to the grievance procedure outlined in this Agreement.

Section 19.03 – Policy Changes

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

Section 19.04 – Policy Consistency

Facility policy shall be consistent with Department and Division policy. Individual facility policies shall be furnished to a Union Representative upon request.

Article 20 **PROBATIONARY PERIOD**

Section 20.01 -- Original Probationary Period

An Employee is an original probationary employee for the first six (6) months of employment.

Section 20.02 -- Promotional Probationary Period

An Employee promoted into another position will be on probation for the first six (6) months. Seniority will remain in effect and will be applicable during the promotional probationary period. A promoted Employee may be returned to the former position classification any time during the probationary period due to inability to perform duties and responsibilities of the newly promoted position classification.

Section 20.03 -- Extension of Probationary Period

The probationary period for newly hired Employees may be extended for the following reasons:

- a) For the duration of an interruption of service in a manner pursuant to Section 1 CSR 20-3.040 (2) (“Any interruption of service during the probationary period shall not be counted as a part of the total probationary service required.”); or
- b) To provide for more time to evaluate an Employee’s ability to successfully perform the duties of the position pursuant to 1 CSR 20-3.0404 (2)(D).

The probationary period for the original probationary Employee may be extended in three (3) month increments not to exceed a total of six (6) months.

In the event the probationary period is extended, the Employee will be informed in writing of the specific reasons for the extension and the specific objectives that need to be met in order to pass the probationary period. The supervisor shall meet with the Employee at least monthly to review the Employee’s progress on meeting the objectives. The supervisor will document these reviews in a performance log entry.

Article 21
PERSONNEL RECORDS

Section 21.01 – Access to Records

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

Section 21.02 – Negative Entries

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

Upon request, work related complimentary entries shall also be placed in the employee's personnel record(s). The Employee's personnel records will not contain references to grievances, or copies of grievances.

Article 22
PERFORMANCE PLANNING AND APPRAISAL

Section 22.01 – General Provisions

All monitoring or observation of the work performance of any Employee will be conducted openly and with the Employee's full knowledge. Each Employee shall be furnished with a copy of all performance evaluations, performance logs, disciplinary entries, or other material that relates to the Employee's character, service or professional conduct and shall be permitted to respond thereto. Performance planning shall be done at the beginning and end of the probationary/evaluation period and reviewed annually thereafter. The performance appraisal shall be done at the end of the probationary period and at least every year thereafter. The appraisal will only be based on the Employees performance during the previous year. No material derogatory to an Employee's conduct, service, character, or personality will be included in the appraisal unless the employee has been informed of the information prior to the presentation of the appraisal.

Section 22.02 – Frequency of Reviews

The Employee and the Employee's supervisor will personally meet at least annually for performance planning and appraisal during which time the supervisor will review the appraisal, any notes, documents, or audits utilized in preparing the appraisal. Raters may do performance reviews more frequently if useful in the supervisory process. The Employer and the Employees encourage periodic informal performance discussions between Employees and their supervisors

to discuss work performance, job satisfaction, and work-related problems. Except when immediate action is necessary for health or safety reasons such discussions shall be held in a private setting or sufficiently removed from the hearing range of other persons. The issuance of work instructions by a supervisor does not constitute an informal performance discussion. This section shall not be construed to limit, in any manner, a supervisor's right to issue work instructions.

Section 22.03 – Evaluation by Supervisor

Employees will have their performance evaluated by supervisory staff with whom they routinely work and who have knowledge of the outcomes produced by the Employee. This rater will complete and sign the appraisal.

In cases where there is more than one rater, both raters will complete and sign the appraisal.

An employee who is evaluated by a non-nurse supervisor will maintain the right, to request that a supervising registered nurse review the nursing aspects of the performance appraisal. Such a request shall be submitted in writing to the appointing authority not more than two (2) weeks prior to a scheduled evaluation and not less than two weeks prior to a scheduled evaluation and not less than two weeks following an evaluation date.

If the Employee is rated by a registered nurse and a non-nursing employee the components rated by each will be clearly identified on the performance appraisal. In cases where there is more than one rater, both raters will sign the appraisal.

Section 22.04 – Appeal of Evaluation

A less than overall satisfactory performance appraisal may be appealed through the grievance procedure as outlined in this Agreement. The signing of the performance appraisal indicates that the Employee has received and reviewed the appraisal and does not mean that the Employee agrees with the appraisal. The Union agrees to assure that Employees are aware that signing the appraisal does not constitute agreement with its contents and will encourage Employees to sign appraisals. In the event the Employee refuses to sign the appraisal, this refusal will be witnessed and documented by one other staff.

Section 22.05 – Performance Improvement Plan

If work performance problems are identified or if the annual performance review is less than satisfactory, the rater shall offer constructive suggestions and shall attempt to aid the Employee in resolving the problem. If needed, the rater and Employee will develop a written action plan and will state specific work performance objectives and time periods in which problems will be addressed. The employee will be assessed within a minimum of a ninety (90) day period. The action plan shall not be considered to be disciplinary action. The supervisor shall maintain a written record of each follow-up session and shall, upon request, provide a copy of this record after completion of each session to keep the Employee apprised of his/her progress in meeting the objectives stated in the action plan.

Section 22.06 – Absence of Appraisal

In the absence of any current annual performance appraisal, or performance evaluation material to the contrary the Employee's performance shall be deemed satisfactory.

Article 23

DISCIPLINARY ACTION

Section 23.01 – General Provisions

The Employer endorses the principle of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose the level of discipline that the Appointing Authority determines to be necessary for the good of the service. If the Employer has reason to correct, counsel or discipline an Employee, it will be done as privately as possible. Employees may have rights in addition to those listed in this Article and Department Operating Regulation 6.050.

Section 23.02 -- Corrective Action

- a) 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 if appropriate.
- b) Corrective action may include verbal or written counseling. Verbal and written counseling are not disciplinary actions, but they are to be used for performance improvement.

Section 23.03 -- Discipline Process

- a) Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspension without pay, unacceptable conduct notices, and written reprimands.
- b) Disciplinary action will only be imposed for the good of the service of the State. The Employer will make its decision regarding discipline as quickly as possible.
- c) A regular employee will be given written notice prior to the effective date of a suspension, involuntary demotion or dismissal. Such notices will indicate the reasons for such action and provide a sufficient amount of time for the employee to show reasons why the action should not be taken. The Employee may choose to respond either in writing or to request a meeting with the Appointing Authority or designee. An Employee will not be denied the request for the meeting. An Employee may have a Union Representative to advise, assist and/or represent the Employee during any such meeting.
- d) The Employer will attempt to hold these meetings during the Employee's work time. If arrangements for such cannot be reasonably made, the Employer will attempt to schedule the meeting immediately before or after the Employee's shift. Such time will be considered work time.
- e) When an Employee is placed on administrative leave pending an investigation, the Employee will be notified in writing within three (3) business days for the reason of the

administrative leave. The Employee will be notified weekly by the Employer regarding the status of the administrative leave.

Section 23.04 -- Union Representation

- a) If an Employee is questioned about a matter or is being interviewed and has reasonable grounds to believe it may lead to disciplinary action against that Employee, the Employee is entitled to advice, assistance and/or representation by a Union Representative. In these situations, an Employee may make this request for representation at any time and before any further discussion or questioning takes place, the Employee may secure Union representation, provided that the arrangements for assistance or representation will not unduly delay the proceedings.
- b) When an Employee becomes the subject of an investigation, the Employee will be notified. The Employee is entitled to representation by a Union Representative before any further discussion with the Employer. The Employer will provide advance notice of any investigative meetings and the nature of that meeting to the Employee. The arrangements for this assistance or representation will not unduly delay the proceedings.
- c) An Employee will not withhold information that affects or could affect ongoing operations of state government or the facility. An Employee holding a Union Representative position will not provide such advice, assistance and/or representation if also involved in that same matter.

Section 23.05 Appeal Rights

An Employee who is suspended without pay for five (5) days or less may appeal the suspension in accordance with the Department of Mental Health Department Operating Procedure 6.090. An Employee who has attained regular status under the Missouri Merit System and is suspended without pay for more than five (5) days, is involuntarily demoted, or is dismissed has rights to appeal to the Personnel Advisory Board as outlined in 1 CSR 20-4.010 (Appeals).

Article 24 **HEALTH AND SAFETY**

Section 24.01 -- Health and Safety Committees

- a) The State is committed to provide a safe and healthy work place for the Employer and Employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.
- b) The parties agree that Health and Safety Committees are appropriate in many areas of state employment. All twenty-four (24) hour facilities will have local work-site health and safety committees.
- c) The Union may designate one (1) Employee from the Bargaining Unit to serve on each facility Health and Safety Committee. The president of the Bargaining Unit local will provide the name of the Bargaining Unit representative. The Bargaining Unit representative may add items to the committee meeting agenda by providing advance written notice to the Committee Chair.
- d) The Committee shall meet at least quarterly for the purpose of discussing safety policy and procedures, problems, recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage

Employees to be more conscious of safety. Other issues that may be addressed by the committee include indoor air quality, aggressive behavior training, infectious disease control, protective clothing and equipment, hazardous materials, ergonomics, pest control, and other issues as deemed relevant by the Committee.

- e) Employees appointed to serve on the Committee shall serve without loss of compensation. Committee attendance shall be considered time worked. Employees must always inform their supervisors of meeting schedules.
- f) To the extent permitted by law, copies of all employee occupation injury reports will be furnished to the appropriate Health and Safety Committee and remain confidential.
- g) Minutes of the Health and Safety Committee meetings shall be kept by the Employer and copies provided to the members of the Committee. The Committee may review and consider any workplace safety concerns. The Committee may request from the responsible party, status reports on any item referred for action.

Section 24.02 -- Safety Orientation

Employees will be provided training on facility health and safety policies and procedures as needed.

Section 24.03 -- Emergency Medical Response

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

Section 24.04 -- Aggressive Behavior Training

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 mandatory and will be completed during orientation.

Section 24.05 -- Needle Stick Safety Act

The Employer shall comply with Section 191.640, RSMo, commonly referred to as the Needle Stick Safety Act. If the Union or the Employee believes there is a violation of this statute, the Union or the Employee may file a grievance alleging a violation of this section. The Employee may also exercise the right to file a complaint alleging violation of the Needle Stick Safety Act with the Missouri Department of Health and Senior Services.

Section 24.06 -- Hazardous Materials

The Employer will comply with the Occupational Safety and Health Administration's (OSHA) standards on Material Safety Data Sheets (29 CFR 1910.1200).

Section 24.07 -- Incident Debriefing

The Employer will have policies on critical incident debriefing designed to reduce their recurrence and to assess any trauma reactions on the part of staff and to make referrals as appropriate.

Section 24.08 -- Wellness Programs

Employees are encouraged to participate in available wellness programs and use available resources. The Employer will provide wellness related activities within budgetary and staffing resources. Wellness programs may include, but are not limited to, classes, speakers, informational materials and other services on such subjects as stress management, smoking cessation, weight reduction, nutrition, general fitness, and/or relaxation techniques. Employee participation in wellness programs will be voluntary and on the Employee's own time. Insofar as practical, wellness programs should be made available to Employees working evening, night or other than regular day shifts.

Section 24.09 -- Pest Control

- a) At least twenty-four (24) hours notice will be provided prior to application of a pest control chemical, unless an infestation occurs which requires immediate action.
- b) Except in twenty-four (24) hour facilities, the chemical application will normally take place during hours when the building is closed for business.

Article 25 **SECURITY**

Section 25.01 – Security Policies

Each facility will have policies and procedures regarding the screening and regulation of visitors to their facility and patient care areas. These policies and procedures will address the issues of visitor safety, Employee safety, and the prevention of weapons, drugs, and other contraband items entering the facility and patient care areas. These policies shall delineate the registered nurses' authority and responsibilities, including but not limited to assessment of patient behavior before and, if needed, during a visit, and, termination of a visit in the event of a problem. These policies will be provided to the Union in accordance with Article 19 Personnel Policies. These issues are appropriate topics for Health and Safety Committees.

Section 25.02 – Removal from Facility

Physical removal of visitor(s) from the facility and patient care areas will be in accordance with the facility's policies/procedures.

Article 26 **INFORMATION TECHNOLOGY**

Section 26.01 – Internet Access

Where there is Internet access service available, the Employee will be granted user access to job related materials.

Section 26.02 – E-mail Access

Where there is e-mail access available, the Employee will be granted user access.

Section 26.03 – Technology Utilization

The Employer will endeavor to utilize information technology to improve the provision of professional nursing. The Employer will consult with the Union on ways to utilize information technology to improve the provision of professional nursing.

Article 27

TERM OF AGREEMENT

Section 27.01 – Term of Agreement

This Agreement is entered into by and between the State of Missouri, Office of Administration (“OA”), Department of Mental Health (“Employer”), and the Missouri Nurses Association (“Union”).

This Agreement shall be effective upon signing by the parties and shall continue in full force and effect for three (3) years from the date of signing (i.e., June 30, 2012).

This Agreement shall be renewable on a year to year basis by mutual agreement of the parties.

Notice to replace or extend this Agreement will be provided by either party in writing to the other party at least sixty (60) days prior to the date of expiration.

Section 27.02 Negotiation Ground Rules

For the purpose of negotiating a successor agreement, the Union and the Employer agree to meet prior to the first negotiation session to establish ground rules.

Signatures

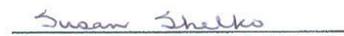
By affixing their signatures below, the Union (Missouri Nurses Association) and the Employer (State of Missouri) agree that this shall be the only meet and confer Agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall remain in effect from July 1, 2009 through and including, June 30, 2012.

For The Missouri Nurses Association:

For the State of Missouri:


Jill Kleithemes, APRN, FNP-BC
Chief Executive Officer
Missouri Nurses Association


Kelyin L. Simmons, Commissioner
Office of Administration


Susan Shelko, BSN, BSA, MA, JD
Labor Relations Representative
Missouri Nurses Association


Keith Schafer, Ed.D., Director
Department of Mental Health


Jerri Denton, Chief Negotiator
Office of Administration

Appendix A
CODE OF ETHICS FOR NURSES
American Nurses Association

- I. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
- II. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
- III. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
- IV. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
- V. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to personal and professional growth.
- VI. The nurse participates in establishing, maintaining and improving health care environment and conditions of employment conducive to the provision of quality health care and consistent with the value of the profession through individual and collective action.
- VII. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
- VIII. The nurse collaborates with other health professional and the public in promoting community, national, and international efforts to meet health needs.
- IX. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

*Center for Ethics and Human Rights, 600 Maryland, Ave. Suite 100 West,
Washington D.C., 20024-2571*

APPENDIX B

Links to websites relevant to this Agreement

State of Missouri	http://www.dmh.missouri.gov/index.htm
MONA Agreement	http://www.dmh.mo.gov/hr/union/mona.pdf
Department of Mental Health	http://www.dmh.mo.gov/
Department Operating Regulations	http://www.dmh.mo.gov/diroffice/gencounsel/regs/dors/ch6/index.htm
Merit System Rules	http://www.sos.mo.gov/adrules/csr/current/1csr/1csr.asp#1-20
Merit System Law (Chapter 36)	http://www.moga.mo.gov/statutes/c036.htm
Nurses Practice Act (Chapter 335)	http://www.moga.mo.gov/statutes/chapters/chap335.htm
Laws on Public Employment including Unions, (Chapter 105)	http://www.moga.mo.gov/statutes/c105.htm
DMH Job Vacancies	http://www.dmh.mo.gov/hr/jobs/job_view_facility.aspx
Performance Appraisal	http://www.perform.mo.gov/
Travel Reimbursement	http://www.dmh.mo.gov/diroffice/gencounsel/regs/dors/ch1/DOR1.510.pdf
Job Vacancies	http://oa.mo.gov/pers/ClassSpecs/List_P-T.htm#R
Employee Benefits	http://www.dmh.mo.gov/hr/benefits.htm