

## **Supplemental Language for Prison and Work Release**

### **Applicability:**

The terms and conditions of this supplemental Language Agreement are applicable to employees whose permanent or temporary duty station falls within the Prison and Work Release program of the Employer. Except as specifically modified below, all terms and conditions of the parties' 2016—2018 Collective Bargaining Agreement (CBA) apply and remain in full force and effect.

### **4.1 Staff Representatives**

The Union will provide the Employer with a written list of staff representatives. The Employer will recognize any staff representative on the list. The Union will provide written notice of any changes within thirty (30) days of the changes. Staff representatives will be allowed access to the Employer's premises as long as the health, safety and welfare of the clients is maintained. Staff representatives will be allowed access to the worksite of employees in the Prison and Work Release program in accordance with Department of Corrections policy. The representative will provide notification to the employer prior to their arrival and will not interrupt normal operations of the Employer. Staff representatives may meet with bargaining unit employees at the work site on work time for reasonable periods of time. Such meetings will occur in designated areas, unless otherwise agreed to.

### **4.2 Union Stewards**

The Union will provide the Employer with a written list of current Union stewards and the geographic area for which they are responsible. The Union determines their jurisdiction and maintains the list. A steward may represent any member of a bargaining unit covered by the Union. The Employer is not required to recognize an employee as a

shop steward if his or her name does not appear on the list. Union stewards will be granted reasonable time during normal working hours to attend representational meetings. This includes, but is not limited to:

- A. New employee orientations;
- B. Investigatory or disciplinary meetings;
- C. Union Management Meetings in accordance with Article 26, Union-Management Committee; and/or
- D. Representational meeting with members, Informal grievance resolution meetings, grievance meetings, grievance committee meetings, mediation or arbitration meetings and safety meetings held during their work time.

Stewards planning to attend any of the above meetings will provide their supervisor with seven (7) days prior notice in order to ensure the Employer's operational needs are met, unless a shorter time period is mutually agreed upon. With prior notice, off-duty stewards will be allowed access to the worksite to carry out representational activities. Access to the worksite of employees in the Prison and Work Release program will be granted in accordance with Department of Corrections policy. Time spent carrying out representational activities while off-duty will not be considered time worked.

#### **4.6 Union Bulletin Boards and Newsstands**

The Employer will maintain bulletin board(s) or reasonable space on existing bulletin boards for Union communications. Material posted on the bulletin boards will be appropriate to the workplace and identified as Union literature. If requested by the Union, the Employer will identify areas where Union provided newsstands can be located in their offices/facilities. In addition, employees may distribute Union information to other bargaining unit employees

##### **A. Prison and Work Release**

The Employer will ensure all employees in the Prison and Work Release program have access to e-mail. Union stewards and staff will be provided with employee e-mail addresses and have the ability to e-mail Union materials to Prison and Work Release employees.

#### **6.1 Filling Positions**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position and the skills and abilities necessary to perform the duties of the position. When recruiting for a position covered by this Agreement, and provided

there are no candidates on the layoff list, the recruitment announcement will be posted internally for a minimum of three (3) business days. In addition, postings will be distributed via electronic mail to all bargaining unit members in the Prison and Work Release Program. For the purposes of this section, business days does not include Saturday, Sunday, or Holidays. The posting will include the classification, required skills and abilities, rate of pay, facility at which the vacancy is located, applicable shift(s), and days off of the vacancy and will be communicated to all American Behavioral Health Systems employees.

#### **6.6 Probationary Period**

Every part-time and full-time employee will serve a ninety (90) day probationary period. The employer may extend an employee's probationary period, for cause, as long as the extension does not cause the probationary period to exceed a total of one hundred and eighty (180) days. Employees will be provided with a written explanation for the extension not less than seven (7) days prior to the expiration of the original ninety (90) day probationary period. The probationary period of employees within the Prison and Work Release program will end after ninety (90) days or, thirty (30) days after completion of required CORE training, whichever is later. If the probationary period of an employee within the Prison and Work Release program goes beyond ninety (90) days as a result of delayed CORE training, all other provisions of the contract triggered by completion of the probationary period will still be triggered after ninety (90) days of employment.

#### **13.7 Administrative Leave**

An employee may need to be placed on administrative leave during an investigation in order to protect the Employer's operations and/or the integrity of the investigation. An employee will not be prohibited from contacting their Union representatives during administrative leave. Should an employee's administrative leave exceed seventy-two (72) hours, the employee will suffer no loss in pay as a result. Employees who are fully exonerated or for whom it is determined a form of discipline less than a termination is appropriate, will receive full payment for the initial seventy-two (72) hours of administrative leave. The employee will not receive more than one form of disciplinary action as a result of a finding that misconduct has occurred.

##### **A. Prison and Work Release**

Employees who are restricted from accessing a DOC facility as a result of an ongoing investigation will be offered an alternative work assignment for the length of the investigation. Employees on alternative work assignment will continue to receive their normal rate of pay.

**15.1 Vacation Leave**

- A. Part-time and full-time employees, as defined in Article 6, Hiring and Appointments, who are covered by this Agreement will be eligible for and be given vacation leave as outlined in the table below. Vacation leave for part-time employees will be proportionate to the number of hours the part-time employee is in pay status.

During the first year of employment	After six (6) months, twenty four (24) hours
During the second year of employment	Eighty (80) hours per year
During the third through tenth year of employment	One hundred twenty (120) hours per year
During the eleventh through the fourteenth year of employment	One hundred sixty (160) hours per year
During the fifteenth year of employment and thereafter	Two hundred (200) hours per year

- B. Employees will be allowed to carry forward any unused vacation leave up to a maximum of fifty-six (56) hours.
- C. Vacation leave will be given each year on the employee's anniversary date.
- D. Employees are encouraged, for the purposes of maintaining their health and well-being and ensuring the availability of coverage, to take at least one week of consecutive days off per year.
- E. Employees will submit requests for vacation leave in advance to the extent possible. The Employer will approve requests for vacation leave to the extent possible. Within the Prison and Work Release Program employees will, to the extent possible, submit requests for vacation leave fourteen (14) days in advance of the planned absence. The Employer will, to the extent possible, approve requests within seven (7) days of the submission.
- a. Vacation leave requests for June, July and August will be submitted by April 1<sup>st</sup> of the same year. The Employer will respond to requests for June, July and August no later than April 15<sup>th</sup> of the same year. When two (2) or more employees have submitted requests for the same day/s off, and the Employer must deny one (1) or more requests based on operational needs,

vacation leave approval/s will be granted by seniority within job classification.

- b. All other vacation leave requests will be approved on a first come, first serve basis. When two (2) or more employees submit a request on the same day for the same time off, and the Employer must deny one (1) or more requests based on operational needs, vacation leave approval/s will be granted by seniority within job classification.
- F. Any employee, who resigns with fourteen (14) days' notice, or retires, will be entitled to payment for vacation leave balance provided they work through their fourteen (14) day notice period without using leave.

## 15.2 Sick Leave

- A. Part-time and full-time employees, as defined in Article 6, Hiring and Appointments, who have completed probation and are covered by this Agreement, will be eligible for and given four (4) hours of sick leave per month. Sick leave for part-time employees will be proportionate to the number of hours the part-time employee is in pay status.
- B. Employees will be allowed to carry forward any unused sick leave up to a maximum of eighty (80) hours and cannot accumulate in excess of one hundred (100) sick leave hours. Sick leave for part-time employees will be proportionate to the number of hours the part-time employee is in pay status.
- C. Sick leave will be given the first working day of each calendar month.
- D. An Employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is a documented mutual agreement to do otherwise. Within the Prison and Work Release program, employees will also notify the DOC shift commander. To the extent possible, employees will provide at least ninety (90) minutes advance notice of unanticipated sick leave use. The parties agree to meet and negotiate a call-in procedure within ninety (90) days of this Agreement.

The Employer may request medical verification for the following reasons:

1. When the Employer has reason to suspect abuse and can demonstrate those

reasons upon request by the Union or the employee.

2. When the Employer has determined there is a need for medical certification verifying that the employee is able to safely return to work.
- E. Employees who are separated from employment and recalled in accordance with Article 20, Layoff and Recall, will have restored all sick leave balances that they had at the time of layoff.
- F. For the pay period ending November 30th of each year, employees who have worked for the Employer for at least one (1) year, and have not used sick leave for the year ending November 30th, will be paid an amount equal to eight (8) hours pay on their December 10th paycheck.
- G. Any employee, who has a sick leave balance in excess of the maximum amount allowable to be carried forward in accordance with Article 15.2.B, will be eligible to convert sick leave to vacation leave in eight (8) hour increments on their anniversary date.

### **15.9 Emergent Circumstances**

If a facility remains operational but an employee is unable to report to work due to inclement weather or other emergent circumstances, they are entitled to use any combination of their paid leave and leave without pay. Within the Prison and Work Release program, if a work location is inaccessible through no fault of the employee, they will be released from work with no loss in pay.

### **16.2 Holiday Rules**

The following rules apply to Holidays:

- A. Holiday pay is defined as the compensation an employee receives at the regular straight time rate for all hours an employee is normally scheduled to work on a Holiday even though they do not work.
- B. The following employees are not eligible for Holiday pay:
  1. Employees who were on unscheduled leave their scheduled day prior to the Holiday
  2. Employees who were on unscheduled leave their scheduled day after the Holiday

3. Employees who have not yet completed their probation

C. If the paid Holiday does not fall on the employee's normally scheduled work day, the employee will receive an alternate Holiday. If the Holiday falls on the day after their last scheduled workday in the week, then the workday prior will be the employee's Holiday. If the Holiday falls on the day before their first scheduled workday in the next workweek, then the workday after the Holiday will be the employee's Holiday.

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~~C.~~ If a Holiday falls on an employee's regularly scheduled day off, the employee will receive eight (8) hours Holiday in addition to their regular pay. Alternate days off, as described in section G below, will not apply. In addition, if an employee is deemed non-essential to a DOC facility as a result of a state Holiday, the employee will be released from work with no loss in pay.

D. Holiday pay will be calculated as follows:

1. Holiday Off - Once an employee has completed probation, employees will be paid Holiday pay as defined in section 16.2.A of this Article.
2. Holiday Worked - Once an employee has completed probation, employees will be paid for the hours actually worked on a Holiday at the overtime rate of one and one half (1 1/2 ) their regular rate of pay. Employees will additionally receive Holiday Pay as defined in Article 16.2.A.

E. The Holiday for night shift employees, whose work shift begins on one calendar day and ends on the next, will be determined by the Employer. It will either start at the beginning of the scheduled night shift that begins on the Holiday or the beginning of the night shift that precedes the Holiday.

F. The application of these rules will be consistent for all employees covered by this Agreement.

G. Employees may choose a mutually agreed upon alternate day off as their designated Holiday in order to accommodate operational needs, provided it falls within the same pay period. An employee who selects an alternate Holiday will not also be eligible for additional compensation for working the original Holiday as listed in Article 16.1 above.

## **Article 19**

### **Seniority**

#### **19.1 Definition**

Seniority is defined as the employee's total length of service, from date of hire, within a position covered by this Agreement with the Employer, regardless of location.

For part-time employees, seniority will be calculated based on the employee's actual hours worked. Actual hours worked also includes all overtime hours and any paid leave or Holiday hours. For the purposes of calculating actual hours worked for part-time, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee's leave without pay exceeds fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military service or United States Public Health Service
2. Work-related injury or illness
3. Employer approved educational leave
4. Leave for Union employment or Union activities
5. Employer approved leave

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the amount of leave without pay taken.

#### **19.2 Ties**

If two or more employees have the same seniority date, ties will be broken in the following order:

- A. Longest continuous time in their current job classification,
- B. By lot.

#### **19.3 Seniority List**

The Employer will prepare and post a seniority list. The list will be updated annually and



will contain each employees name, job classification, work location and seniority date. Each employee will have fourteen (14) days to review the list and appeal, in writing, any errors in their seniority date to the Administrator or their designee. If the employee does not make an appeal within fourteen (14) days, the seniority date will be presumed to be correct. A copy of the list will be provided to the Union.

#### **19.4 Prison and Work Release**

Employees of the previous PWR vendor who were hired by the Employer will have annual vacation accruals calculated according to their hire date with the previous vendor. Seniority with the Employer for all other purposes will be calculated in accordance with 19.1 above.

#### **22.2 Tools, Equipment and Supplies**

The Employer may determine and will provide any necessary tools, supplies, equipment or foul weather gear. The Employer will repair or replace Employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will maintain equipment and/or tools in a clean and serviceable condition. The Employer will ensure adequate supplies are available at each of its facilities. Employees who use DOC equipment must do so in accordance with DOC policy.

#### **25.3 Filing and Processing**

##### **A. Filing**

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.

##### **B. Processing**

**Step 1 - Responsible Supervisor/Within PWR – Direct Supervisor (If applicable):**

If the issue is not resolved informally, the Union may present a written grievance to the employee's supervisor or designee within the thirty (30) day period described above. The Employer will designate a responsible supervisor or designee who will meet or confer by telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 2 – Program Manager/Within PWR – Regional Supervisor:**

If the grievance is not resolved at Step 1 or if the grievant reports directly to a Program Manager, the Union may request a Step 2 meeting by filing it with the responsible Program Manager, or their designee, within fifteen (15) days of the Union's receipt of the Step 1 decision. The responsible Program Manager, or their designee, will meet or confer by telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 3 - Director/Within PWR – State Director:**

If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing it with the Director within fifteen (15) days of the Union's receipt of the Step 2 decision. The Director or designee will meet or confer by telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 4 - Arbitration:**

If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the Union's receipt of the Step 3 response.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.


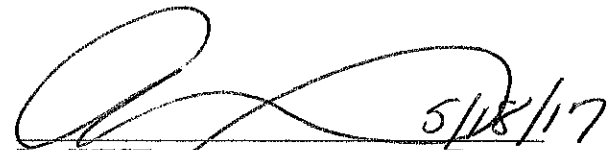
**Article 29.2.A**

The following lines will be added to the wage grids in 29.2.A effective January 3, 2017:

JOB TITLE	BASE	3 MO	6 MO	9 MO	1 YR	3YR	5 YR	8 YR+
PWR Administrative Technician	16.00				16.00	16.15	16.30	16.45

PWR Therapeutic Community Coordinator	18.00				18.00	18.15	18.30	18.45
PWR Urban CDPT	17.25				17.25	17.40	17.55	17.70
PWR Rural CDPT	18.11				18.11	18.26	18.41	18.56
PWR Urban CDP	22.27				22.27	22.42	22.57	22.72
PWR Rural CDP	23.38				23.38	23.53	23.68	23.83

Employees, who, as of the effective date of this Agreement, are being compensated at a rate that exceeds the maximum amount of the salary range for their classification, will continue to be compensated at their current salary rate until such time as the employee vacates the position or his or her salary rate falls within the salary range for their current classification.


5/18/17


For ABHS Date For WFSE Date