

M.3.1.1 **(NAPE/EMPLOYER AGREEMENT)** Labor and Management agree to establish a TSCI only Labor Management Committee to meet and discuss alternative work shifts at TSCI only. The Union and Management shall select five (5) representatives each, from their respective sides with at least two (2) members from each side from TSCI to form this committee. The Labor Management Committee will report its findings and recommendations any time prior to March 1, 2017 to the executive director of the Union. If an agreement of the parties is reached, final acceptance shall be determined by a vote of the Union members of the bargaining unit within the facility only. If the vote is to accept, the implementation shall take place within thirty (30) days from the date of the vote. The approved language shall be placed into the labor agreement within its own section under the heading “THE FOLLOWING SECTIONS ARE FACILITY SPECIFIC AND APPLY ONLY TO THE SPECIFIC FACILITY INDICATED AND SHALL NOT APPLY TO ANY OTHER FACILITY”. The NAPE/AFSCME, Local 61, Board of Directors agrees to recommend the proposal developed by the Labor/Management Committee for ratification, and agrees to make every effort to assist and facilitate in the ratification process. If ratification fails, the committee and the NAPE/AFSCME, Local 61, Board of Directors, agrees to continue the process and further ratification voting will continue.

M.3.1.2 **(NAPE/EMPLOYER AGREEMENT)** Labor and Management agree to establish a NCCW only Labor Management Committee to meet and discuss Female Only Corporal Post Assignments at NCCW only. The Union and Management shall select five (5) representatives each, from their respective sides with at least two (2) members from each side from NCCW to form this committee. The Labor Management Committee will report its findings and recommendations any time prior to March 1, 2017, to the executive director of the Union. If an agreement of the parties is reached, final acceptance shall be determined by a vote of the Union members of the bargaining unit within the facility only. If the vote is to accept, the implementation shall take place within thirty (30) days from the date of the vote. The approved language shall be placed into the labor agreement within its own section under the heading “THE FOLLOWING SECTIONS ARE FACILITY SPECIFIC AND APPLY ONLY TO THE SPECIFIC FACILITY INDICATED AND SHALL NOT APPLY TO ANY OTHER FACILITY”. If ratification fails, the committee agrees to continue the process and further ratification voting will continue.

M.3.4 **(NAPE – Withdraw)**

M.4.6 **(NAPE – Withdraw)**

M.6.1 **(NAPE/EMPLOYER AGREEMENT)** A standard work week shall be 40 hours plus roll call time. In no event, except per Section M.1.4, shall any employee work more than 16 consecutive hours plus roll call without a minimum of a 7 hour break. All hours in excess of this standard work week shall be considered overtime and compensated at one and one-half times the regular hourly rate for all members of the bargaining unit. The Agency will continue to provide roll call time at the facilities where it now exists during the fiscal years for which this Contract is in effect.

(NAPE agrees with Employer to accept; move to section M.13)

~~M.6.1.4 With employee and Employer agreement, employees may take reasonable amounts of compensatory time off.~~

(NAPE agrees with Employer to accept; move to section M.12)

~~M.6.1.5 At the time of bidding for exempt posts, holidays concerning that post will be designated, on the bid sheet, as holidays worked or holidays not worked on that post.~~

M.6.1.4 **(NAPE agrees with Employer to accept)** EXEMPT POST/JOB ASSIGNMENT: Is defined as a post/job assignment that is not positioned within a normal rotation with

other employees and has specific duties and work hours different from employees in the normal rotation.

a. This employee cannot be placed on a mandatory list with other employees assigned to normal rotation post/job assignments and can only be mandated to work their assigned post/job assignment.

b. The employee may volunteer to work overtime, but shall be the last for consideration after all other employees that volunteered to work has been offered the opportunity to work first.

M.6.1.5 (NAPE – Withdraw)

M.6.2.1 **(NAPE – CCL) MANDATORY OVERTIME:** Means that the employee is directed by management that they have been required to work mandatory overtime and that the employee works any amount of time into the next shift.

M.6.2.2 **(NAPE – CCL)** The employer shall create and maintain an accurate up to date mandatory overtime list of employees in the order of least to greatest state seniority for each shift by classification identified in Appendix M.1.3. Officers and Corporals are on the same list. The list shall include the employee's name, shift, classification, state seniority date and last mandatory date.

The mandatory overtime list is a continuous rotating list from least senior to most senior.

M.6.2.4 **(NAPE agrees with Employer to accept)** If no employee volunteers for overtime, then on the basis of rotating seniority, least to the most senior, an employee will be required to work the overtime. New hires will be placed on the mandatory overtime list following one calendar week after successful completion of pre-service training. If there are no available employees from the required classification available an employee from a different classification may be mandated to work.

M.6.2.7 **(NAPE – CCL)** When Institutional needs determine that less staff is needed at the facility, employees working mandatory overtime will have the first option to leave in descending order of seniority beginning with the most senior mandated employee(s).

M.6.2.9 (NAPE agrees with Employer to accept) An employee shall not be mandated to work overtime after the employee's last scheduled shift if they are scheduled annual / vacation leave or the compensatory time off the following day or where they are scheduled leave immediately following their days off.

M.6.3.1 **(NAPE/EMPLOYER AGREEMENT)** Assignment of employees to work voluntary overtime shall be awarded to the volunteering employee with the most State seniority within the same classification of the position to be filled. If there are no volunteers within the classification, the voluntary overtime will be awarded to those remaining volunteers based on State seniority. However, within twenty-four hours prior to the start of a shift, voluntary overtime is offered on a first come first serve basis. After the employee works two or more hours of voluntary overtime the employee moves to the bottom of the mandatory overtime list.

Employees who are assigned to work voluntary overtime shall have the opportunity to work for at least two hours.

M.6.3.2 ***(NAPE/EMPLOYER AGREEMENT)*** The employer shall maintain a voluntary overtime list of employees in the order of state seniority for each shift by classification. The list is a non-rotating list from most senior to least senior. Each list shall be available for review and shall include the employee's name, shift, classification, days off, state seniority date and last voluntary overtime date. The last voluntary overtime date is only used to move the employee on the mandatory list.

M.6.3.4 **(NAPE –Withdraw)**

M.7.1 **(NAPE – CCL)** Employees who are assigned to a position of a higher salary classification for more than four (4) days in any pay period, who meet the minimum qualifications of said position, shall receive five percent (5%) additional compensation over and above that employee's present rate of pay for the hours worked in the higher salary classification. Time worked out of class shall be documented to the nearest tenth of an hour. It shall be the responsibility of the supervisor to identify those hours worked out of classification for pay purposes.

M.8.3 **(NAPE agrees with Employer to accept)** At least ten (10) calendar days prior to the convening of the Promotion Board, a dated notice shall be posted on bulletin boards to communicate the following information:
1) The date of the Promotion Board.
2) The classification (rank) to be interviewed.
3) The date and place of any testing or examinations for the classification (rank) being interviewed.

M.8.5 **(NAPE – CCL)** All candidates shall be informed of their ranking, in writing, ten (10) work days after the conclusion of the Promotion Board. Promotion Board ranking shall be made available for review to the affected candidates upon request.

M.10.1 **(NAPE agrees with Employer to accept)** This section applies to all Department of Correctional Services employees covered by the Protective Services bargaining unit, the Maintenance, Trades and Technical bargaining unit, and the Recreational Specialist positions in the Health and Human Care Professional bargaining unit.

An employee shall not be required to staff a post for a period of longer than two (2) hours if that post is as a roving patrol, tower duty, or yard duty, where the vehicle used in conjunction with the post is without air conditioning and where the employee does not have access to an approved area with air conditioning when the temperature reaches 88 degrees Fahrenheit or above.

When outside temperature is below ~~45~~ 25 degrees Fahrenheit (to include wind chill), employees assigned to outside posts will be given access to heated areas.

M.12.1 **(NAPE – CCL)** The Employer agrees to allow employees, in the Protective Services Bargaining Unit and Department of Correctional Services employees working in areas where their job assignments are involved in a normal rotation cycle to, one time each fiscal year, either, (1) Bid out of normal rotation and accept new days off, or (2) Bid out of normal rotation, on the employee's assigned shift and retain current days off. Employees will be afforded an additional bid, per fiscal year, to bid for days off only.

When the employee is successful in bidding for a change, movement to the new assignment will take place as soon as appropriate.

M.12.2 **(NAPE agrees with Employer to accept)** All open post/job assignments will be posted within ten (10) calendar days after the assignment becomes vacant. The opening will be left posted for seven (7) calendar days, opening and closing will be those same seven (7) calendar days. The posting will include the appropriate job location, open post/ job vacancy, shift, days off and ~~rank~~ classification, where applicable. Job postings will include a closing date and all applicants will submit an application or bid to the appropriate authority by the closing date as posted.

M.12.3 **(NAPE agrees with Employer to accept)** Initial placement of a job assignment upon hire shall not be considered a bid.

(NAPE agrees with Employer to accept; move from M.6.1.5)

M.12.4 At the time of bidding for exempt posts, holidays concerning that post will be designated, on the bid sheet, as holidays worked or holidays not worked on that post.

(NAPE agrees with Employer to accept; move from M.6.1.4)

M.13.8 With employee and Employer agreement, employees may take reasonable amounts of compensatory time off.

M.14.4 **(NAPE/EMPLOYER AGREEMENT)** In no case will an employee be charged with a disciplinary violation when the employee behavior was known by the immediate supervisor and occurred more than 180 calendar days prior to the initiation of the disciplinary process. In the case of an outside investigation, the 180 calendar days does not commence running until the completion of the outside investigation.

Discipline shall not be imposed on an employee who failed to follow an actual unlawful order or direction.

(NAPE agrees with Employer CCL)

M.17 EMPLOYEE DRUG AND ALCOHOL TESTING

PURPOSE: To preserve Department security and to protect the personal safety of fellow employees, volunteers, offenders, and the general public, employees, contract personnel, and volunteers shall not be permitted to perform their duties or enter upon the premises of departmental facilities or offices while under the influence of alcohol, the illegal use of drugs, and/or controlled substances.

APPLICABILITY: All employees of the Department, however, employees with commercial driver's licenses will be subject to testing as specified by the Federal Department of Transportation.

PROCEDURES FOR DRUG TESTING:

Rights and Privacy: The rights and privacy of employees shall be safeguarded to the maximum extent possible. All records and/or results generated in compliance with this procedure will be confidential. Under no circumstances shall the employee be required to provide their social security numbers or home address to the drug collection site. All information and reports concerning such incidents are to be maintained in the strictest of confidence ensuring that the alleged substance abuse is not discussed at or outside the workplace. Any breach of confidentiality is subject to severe disciplinary actions.

Testing for Controlled Substances: The contracted independent licensed vendor determines information needed to be provided by the employee, which could include any over the counter medication or other therapeutic prescribed medication. Unless the employee challenges the

result of the test, the employee shall provide requested information to the contracted vendor only.

Method of Testing: Gas Chromatography/Mass Spectrometry urinalysis testing shall be the only method of testing to be conducted by the contracted, licensed vendor. Chain of Custody of the urine sample is documented. If needed, a second test is permissible, but will be done from the original sample. If the test results are positive, and the employee wants to challenge the test results, it will be at the employee's expense. If the results of the re-test are negative, the test results will be considered negative.

Controlled Substances Tested: THC, cocaine, opiates, phencyclidine (PCP), amphetamines/methamphetamine, benzodiazepine, barbiturates, LSD, and any derivatives from these controlled substances.

Alcohol Testing: There shall be no random testing for alcohol use. Employees may only be tested with reasonable suspicion under the agency's current practice.

Work Time for Test Administration of Drug Testing: Employee shall be considered on work time pertaining to the administration of alcohol/drug testing, including overtime. All time used under this testing process shall be considered time worked for purposes of wages and overtime.

General Testing Guidelines: The Department shall ensure that all employees are informed of the detrimental impact of drugs and alcohol as it affects them at the work place. Substance abuse educational material will be provided to all employees annually by the Human Resources Division.

1. The following situations/conditions may require tests to be conducted of employees. For employees, failure or refusal to submit to such tests could result in disciplinary action being initiated:
 - a. pre-employment
 - b. reasonable suspicion (which can include critical incident, e.g., work accident, physical altercation; possession of alcohol or drugs,)
 - c. random
 - d. if applicable, returns to duty
 - e. follow up
2. Department Test Coordinator, designated Human Resources Division contact, is notified of all reasonable suspicion by the work site coordinator, that are requested of an employee and whether the test was done or not. (Work site coordinator, an employee designated by the Facility/Program Administrator with mutual agreement by the Human Resources Administrator. No bargaining unit member shall be designated as a work site coordinator)
3. Reasonable Suspicion Alcohol and Drug Testing: Reports of reasonable suspicion go immediately to the Work Site Coordinator who notifies the Facility/Program Administrator or designee, and will be documented. The affected employee is relieved from duty and shall immediately meet with the Facility/Program Administrator or designee to discuss the matter, assess the situation, and to determine the appropriate course of action, which may not necessarily require a substance abuse test. Appropriate course of action could include:
 - a. supplemental training
 - b. supervisory counseling

- c. EAP referral, or treatment referral to a licensed substance abuse professional
- d. Performance Improvement Plan
- e. Depending on the situation, possible disciplinary action could be ensued.

It is not the intent of the Employer to take disciplinary action as a direct consequence of receiving a confirmed positive result. However, nothing prohibits the employee from being subject to disciplinary action for inappropriate or illegal acts performed while under the influence of the illegal use of a controlled substance.

The agency may take disciplinary action only for just cause, with consideration to mitigating information, as a result of the employee's inability to perform required duties.

The employee retains his/her grievance rights provided for in the NAPE/AFSCME Labor Agreement.

- 4. Random Testing: All employees are subject to a random drug test with a computerized generated list identifying the persons to be tested by the independent, licensed testing vendor contracted with the Department.
- 5. Commercial Drivers (CD) Testing: Employees required to hold Commercial Driver's License (CDL) are subject to the Federal Department of Transportation Guidelines, with the contracted independent, licensed vendor conducting the tests.
- 6. Critical Incident Testing occurs when actions of an employee cause serious physical injury or death of a person by misuse of a firearm, or other serious incidents.
- 7. Return to Duty Alcohol/Drug Testing occurs when an employee has been tested for alcohol or drugs with positive results, that employee will need to submit to testing prior to returning to work.
- 8. Follow Up Drug Testing – Upon request by the Facility/Program Administrator or designee, an employee, who has a verified positive result for a controlled substance listed in the 'Controlled Substance Tested' section, will need to submit to follow up testing. The employer shall have the right to follow up testing once within the following six months from the date of employee's last positive test results.

If the Facility/Program Administrator or designee's decision is to pursue a substance abuse test, then arrangements are made with an independent, licensed vendor contracted with the Department.

The employee who is subject to the alcohol/drug testing will remain readily available. Key documents are to be signed by the employee and the Facility/Program Administrator or designee.

Upon request, an employee may have an available employee representative present if being requested to undergo an alcohol/drug test.

Should a false accusation be made that an employee is suspected of substance abuse, and then the accuser may be subject to disciplinary action.

Employee's Opportunity to Discuss Results of a Positive Test: An employee has the opportunity to discuss the positive results with the Independent Contracted Vendor. The independent vendor can determine if additional follow up is needed, with the expense borne by the employee. For any employee requested re-test, the re-test shall be from the same original sample, by the same contracted vendor and if the retest is negative, the agency shall reimburse the employee for that particular re-test, by no later than the end of the following pay period.

Reports/Documentation: Each person involved in the reporting, supervising or investigation of allegations of substance abuse shall provide a written report to the Facility/Program Administrator/Department Test Coordinator during the work period in which their involvement took place. Reports shall list all facts being considered, including circumstances leading up to the test. If disciplinary action is pursued, then reports and/or information supporting reasonable suspicion shall be made available to the employee.

Agency/Employee Options to Positive Test Results: Employees may be allowed a leave of absence for treatment on an in-patient or outpatient basis. Employees participating in rehabilitation programs shall be entitled to use their accumulated vacation, holiday, comp time, and other accrued leave time. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA, or other relevant laws.

The Agency shall make reasonable efforts to reassign employees who are participating in an outpatient rehabilitation program to duties when their job description or temporarily reassign to another position for which he/she is qualified, until the employee is able to return to regularly assigned duties, with such return subject to the employee following the rehabilitation treatment program. If such, then the Department Test Coordinator has a file copy of the employee's diagnosis, prognosis and treatment plan.

Training & Educational Materials: The Agency will provide needed education to all of its employees – supervisors and front line staff – on its Random/Substance Abuse Drug Testing Policy, including but not limited to the following information:

- Conduct that is prohibited
- Situations when employees may be tested for alcohol/controlled substances
- Information on the testing procedures for alcohol/controlled substances
- Information on what constitutes a refusal to submit to a test
- Consequences for policy violations
- Information on effects of alcohol/controlled substances
- Upon request, an employee's right to an available union representative under the policy