

1 **ARTICLE 36**

2 **UNIFORMS, TOOLS AND EQUIPMENT**

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4 **36.1 Required Custody Uniforms**

5 The Employer will furnish required professional quality and gender appropriate uniforms
6 for custody staff as follows:

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8 A. Three (3) BDU style pants and one (1) duty belts;
9 B. Three (3) BDU style – two (2) pocket long sleeve shirts;
10 C. Three (3) BDU style – two (2) pocket short sleeve shirts; and as necessary,
11 D. Safety, cold and/or foul weather apparel, including jackets and hats.

12
13 Each custody employee will be provided the opportunity to be issued to them those items
14 listed in A, B, and C above. Any accessory items (to include shoes) worn with the
15 custody uniform will be dark in color, unless the wearing would cause or aggravate a
16 documented medical condition. The Employer will furnish custody personnel badges.
17 All other custody and specialty team uniforms will be provided in accordance with
18 Agency policy.

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20 **36.2 Non-Custody Personnel Covered**

21 If the Employer determines that uniforms are required for food service, health services,
22 maintenance, and/or recreation staff in accordance with agency policy, the Employer will
23 furnish professional quality and gender appropriate uniforms. In addition, the Employer
24 may furnish professional quality and gender appropriate uniforms for other personnel on
25 an institution-by-institution basis.

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27 **36.3 Laundering and Maintenance**

28 Uniforms will be maintained and laundered at institution expense at a location chosen by
29 the Employer. The Employer will not incur the cost if an employee chooses to maintain
30 and launder his/her uniform at a different location.

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36.4 Damage or Loss of Required Uniforms

Employees will not be liable for damage to or loss of issued uniforms resulting from normal wear and tear, damage incurred in the performance of duties, or unavoidable loss. Employees will be liable for loss of or damage to uniforms resulting from their own negligence or unauthorized actions. In either case, employees will be responsible for notifying their supervisor of damaged or lost uniforms.

36.5 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools and equipment. The Employer will ensure tools and equipment are maintained in a safe working condition and will provide training on the safe operation. The Employer will repair or replace employee-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for the safe operation of tools and equipment, reporting any malfunctions or damage and will reimburse the Employer for damage due to negligence or loss by the employee.

1 **ARTICLE 33**

2 **HEALTH CARE BENEFITS AMOUNT**

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4 **33.1** The Employer will contribute an amount equal to ~~eighty-eight-five~~ eighty-five percent (~~8885~~85%) of
5 the total weighted average of the health care premium for each bargaining unit employee
6 eligible for insurance each month, as determined by the Public Employees' Benefits
7 Board annually for benefits in calendar year ~~2010-2012~~ and calendar year ~~2011-2013~~,
8 respectively. The projected health care premium is the weighted average across all plans,
9 across all tiers. The Uniform medical Plan (deductible, out-of-pocket maximums and co-
10 insurance) in effect for calendar year 2011 will be maintained for the 2011-2013
11 biennium.

12
13 **33.2** The Employer will pay the entire premium costs for each bargaining unit employee for
14 basic life, basic long-term disability and dental insurance coverage.

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16 **33.3 Wellness**

17 To support the statewide goal for a healthy and productive workforce, employees are
18 encouraged to participate in a Health Risk Assessment survey. Employees will be
19 granted work time and may use a state computer to complete the survey.

1 **ARTICLE 37**

2 **LICENSURE AND CERTIFICATION**

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4 When a license and/or certification is required as part of the minimum qualifications for a job
5 classification or the position requires any specialized license (e.g., driver's license, including
6 CDL), the employee will be responsible for the cost of the certification and/or license and all
7 renewal costs. When a new certification/license is required, the Employer will reimburse the
8 employee for its cost and all renewal costs. Employees will notify their Appointing Authority or
9 designee if their license or certification has been revoked or suspended within twenty-four (24)
10 hours or prior to their next scheduled shift, whichever occurs first, of the revocation or
11 suspension.

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ARTICLE 38

STRIKES AND LOCKOUTS

38.1 No Strikes or Lockouts

It is mutually agreed that neither party will directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether economic, unfair labor practice, or sympathy strikes) lockouts, or other slowdown or cessation of work.

38.2 No Authority to Interrupt Operations

Shop Stewards have no authority to take any action interrupting the Employer's business. The Employer recognizes this limitation upon the authorized Shop Stewards and will not hold the Union liable for any unauthorized acts.

Tentative Agreement, July 21, 2010

Employer _____

Union _____

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ARTICLE 39
VOLUNTEERS

39.1 Volunteers

The Employer will utilize volunteers only to the extent they will supplement and not supplant classified bargaining unit employees.

39.2 Work With Volunteers

Employees will work collaboratively with volunteers to enhance community partnerships, community safety and to influence offender behavior. Volunteers will not act in any supervisory capacity over bargaining unit employees and will abide by the security requirements of the institution.

1 **ARTICLE 40**

2 **TRAVEL, MEALS AND EXPENSES**

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4 **40.1 Overtime Meals**

5 Employees responding to overtime requiring work during breakfast, lunch
6 or dinner, which meals would have otherwise been eaten at home, will
7 receive said meal at institution expense, whether or not such meal occurs
8 during the overtime period.

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10 **40.2 Swing Shift Holdovers**

11 Available food will be provided at institution expense to those swing shift
12 staff required to work two (2) hours or more into the next succeeding shift.

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14 **40.3 Interrupted Meals**

15 Employees purchasing meals in institution dining facilities who must return
16 to duty without benefit of finishing the meal will be reimbursed for its cost.

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18 **40.4 Meal Tickets**

19 The price of employee meal tickets will be reviewed and adjusted annually
20 as determined by the Employer.

21
22 **40.5 Travel Expenses**

23 Employees will be reimbursed for travel expenses incurred while on official
24 State business in accordance with Chapter 10 of the Office of Financial
25 Management's State Administrative & Accounting manual.
26 Reimbursement will be processed for payment no later than ten (10) work
27 days after receipt of a properly completed Travel Expense Voucher.

28
Tentative Agreement, July 21, 2010

Employer _____

Union _____