

TRUMAN STATE UNIVERSITY
Kirksville 63501

OFFICIAL MINUTES
OF THE
BOARD OF GOVERNORS

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OPEN SESSION
OF MEETING ON
DECEMBER 2, 2023

The Board of Governors for Truman State University met on Saturday, December 2, 2023, on the University campus in Kirksville, Missouri. The working session was called to order at 8:30 a.m. by the Chair of the Board of Governors, Cheryl J. Cozette, and was held in the Alumni Room of the Student Union Building. The open session of the business meeting was called to order shortly after 1:00 p.m. and was held in the Conference Room (3000) in the Student Union Building.

Five voting members participated in the meeting: Sarah Burkemper, Philip J. Christofferson, Cheryl J. Cozette, Nancy Gingrich, and Bill Lovegreen. Two voting members, Jennifer Kopp Dameron and K. Brooks Miller, Jr., were unable to attend the meeting.

Two non-voting members participated in the meeting by conference call: Ella Schnake, the Student Representative, and Mike McClaskey, an out-of-state member. The second out-of-state member position is vacant.

Call to Order and Chair Report

Governor Cozette called the meeting to order, welcomed all in attendance, and recorded the absence of Governors Dameron and Miller as excused.

Minutes for Open Session of Meeting on October 20, 2023

Governor Burkemper moved for the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on October 20, 2023, be approved.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Selection of Officers for 2024 Calendar Year

Governor Cozette moved for the adoption of the following resolution:

BE IT RESOLVED that the following persons be duly elected officers of the Truman State University Board of Governors, taking office for one year commencing at the first regular meeting of the 2024 Calendar Year.

Chair	Nancy Gingrich
Vice Chair	Philip J. Christofferson
Secretary	Bill Lovegreen

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Board Committee Appointments for the 2024 Calendar Year

Governor Cozette announced the annual Board committee appointments, which take effect at the first regular meeting of the 2024 calendar year.

Academic Affairs and Student Services

- Philip J. Christofferson, Committee Chair
- Cheryl J. Cozette
- Ella Schnake
- Nancy Gingrich, ex officio

Budget and Capital Projects

- Bill Lovegreen, Committee Chair
- Jennifer Kopp Dameron
- Nancy Gingrich, ex officio

Finance and Auditing

- Sarah Burkemper, Committee Chair
- Mike McClaskey
- Nancy Gingrich, ex officio

Honorary Degrees

- Jennifer Kopp Dameron, Committee Chair
- Sarah Burkemper
- Ella Schnake
- Nancy Gingrich, ex officio

Foundation Board of Directors

- Cheryl J. Cozette, past chair
- Nancy Gingrich, chair
- Philip J. Christofferson, vice chair

President's Report

Dr. Susan L. Thomas, University President, reported on several items of current interest and shared her selected engagements report. Within her report, President Thomas provided an update on the opening of the Greenwood Interprofessional Autism Center. In addition, she highlighted a recent coffee and chocolates focused on the status of the Kirk Building renovation and a preview of the collaborative services model that will be employed by the units in the new Kirk Student Success Center, a "Better – Because of You" advancement campaign strategically focused on increasing the base of donors, and the recent visit of statewide leadership from the Department of Economic Development and Missouri Partnership interested in the Truman/Kraft Heinz partnership.

Academic Affairs and Student Services Committee Report

Governor Cozette, a member of the Academic Affairs and Student Services Committee, provided a report on the committee meeting held earlier in the day.

Amendment to Section 5.010.2 of the Code of Policies of the Board of Governors Pertaining to Academic Programs – Bachelor of Science in Data Science

Governor Burkemper moved for the adoption of the following resolution:

BE IT RESOLVED that Section 5.010.2 of the Code of Policies of the Board of Governors of Truman State University entitled Academic Programs be amended by the addition of the following program:

Data Science, Bachelor of Science

BE IT FURTHER RESOLVED that the adoption of such a program be subject to the approval of the Coordinating Board for Higher Education.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Amendment to Section 6.030.1 of the Code of Policies of the Board of Governors Pertaining to Faculty Positions and Titles

Governor Christofferson moved the adoption of the following resolution:

BE IT RESOLVED that Section 6.030.1 of the Code of Policies of the Board of Governors of Truman State University entitled Faculty Positions and Titles is hereby amended as follows. Changes to Section 6.030.1 are shown in the text below by deleting the language in **[brackets and bold type]** and adding new language shown in ***bold underlined italics***. In all other respects, Section 6.030.1 remains unchanged and in effect.

6.030.1. Faculty Positions and Titles.

1. Types of Appointments

- a. Tenure-track appointments begin on a specified date and are for a period of one academic year. Faculty on tenure-track appointments are on probationary status with contracts that are renewed annually based on performance up to the point when they are required to apply for tenure and promotion following the tenure and promotion guidelines (Section 6.030.3).
- b. Tenure appointments are continuous appointments that begin on a specified date but have no termination date.
- c. Term faculty positions are those where the principal services performed by the holder thereof are primarily teaching. Term appointments begin on a specified date and terminate on a specified date. Term appointments usually are for a period of **[one academic year] *three academic years*** but may be for a shorter or longer period **[up to a fiscal year], *depending on the needs of the University. Term faculty on multi-year appointments are subject to an annual administrative review.*** Term appointments may be either full-time or part-time. Term appointments may be renewed, but no number of reappointments to any term position shall create any presumption of a right to reappointment. Holders of faculty positions under term appointments shall have no right to tenure. This policy does not preclude term faculty from applying for open tenure-track positions.

- i. Summer, interim, and special session appointments shall be considered term, irrespective of the title applied thereto.
 - ii. Less than .75 FTE appointments shall be considered term, whatever the title thereof may be.
 - iii. The appointment of Federal and State employees or appointees attached or assigned to the University, by special appointment or on a temporary basis, shall be term, whatever the title and office may be.
 - iv. Appointments made in connection with a special department, program, or institute of an experimental or temporary character may be terminated when the project is discontinued. All such appointments shall be considered term, whatever the titles thereof may be.
2. Classification of Faculty by Title and Rank
- a. Tenured and tenure-track faculty will hold titles of Assistant Professor, Associate Professor, or Professor.
 - b. Full-time faculty on term appointments with terminal degrees will hold the title of Assistant Professor. Full-time faculty on term appointments without terminal degrees will hold the title of Instructor. The condition of employment for term faculty will be noted in their contract as "temporary."
 - c. Except where otherwise specified, all part-time faculty members will hold the title of Lecturer.
 - d. Retired faculty without Emeritus status, who continue to teach part-time, shall be identified by their last title followed by "retired" (e.g. Assistant Professor, Retired). Retired faculty with Emeritus status who continue to teach part-time shall be identified by their last title followed by Emerita/Emeritus of [discipline that was on their last contract prior to retiring].
 - e. Part-time faculty members in Nursing and Communication Disorders will hold the title of Clinical Instructor due to the clinical component of the position and to better reflect those responsibilities.
 - f. Graduate students who hold term appointments will have the title of Graduate Teaching and Research Assistant.

3. Administrative Personnel

The functions, titles, and status of administrative personnel shall be distinct and severable from their functions, titles, and status, if any, as faculty members. This includes, but is not limited to, the President, Executive Vice President for Academic Affairs and Provost, the Deans, Directors, Department Chairs, other administrators of academic services, and coaches of intercollegiate athletics.

4. Notice of Appointment

Each appointee to the faculty shall receive written notice thereof, which includes the following information:

- a. Whether the position is tenured, tenure track, or term;

- b. The duration of appointment for a term or tenure-track position and whether it is renewable/eligible for reappointment; and
 - c. For tenure-track appointments, notice of tenure requirements and a written copy thereof.
5. Termination During Appointment Term
Faculty appointments shall not be terminated during the appointment period thereof except for cause as set forth in the Code of Policies 6.040, or under extraordinary circumstances because of financial exigencies as defined in Code of Policies Chapter 10.
6. Notice of Non-Reappointment
- a. Tenure-track [**and full-time term**] faculty members who are not to be reappointed following their first year of employment shall be notified of such decision prior to March 1 of their first year of appointment. [**Full-time term faculty members who are not to be reappointed following their second or any subsequent year of employment shall be notified of such decision prior to December 15.**] Tenure-track faculty who are not to be reappointed following their second year of appointment shall be notified of such decision prior to December 15 of their second year of appointment. Tenure-track faculty who are not to be reappointed following their third, fourth, fifth, or sixth year of appointment shall be notified not less than one year in advance of their final date of employment.
 - b. ***Full-time term faculty members who are not to be reappointed following the end of their appointment term shall be notified of such decision prior to December 15 of their final year.***

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Finance and Auditing Committee Report

Governor Burkemper, Chair of the Finance and Auditing Committee, provided a report on the committee meeting held earlier in the day.

Financial Report

Governor Burkemper presented the Financial Report, which included a review as of October 31, 2023, of education and general revenues and expenditures and auxiliary system revenues and expenditures, and a review as of October 31, 2023, of the Truman State University Foundation revenues and expenditures.

Budget and Capital Projects Committee Report

As Chair of the Budget and Capital Projects Committee, Governor Christofferson provided a report on the committee meeting held earlier in the day.

Construction Projects Report

Governor Christofferson provided an update on construction projects approved by the Board at previous meetings.

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Contracts for Construction Projects and Equipment Purchases

Governor Christofferson noted that one construction project and one equipment purchase totaling \$25,000 to \$100,000 had been approved since the last meeting of the Board.

<u>Construction Project Name</u>	<u>Cost</u>
Barnett Hall Water Main Repair	\$65,450

<u>Equipment Purchase</u>	<u>Cost</u>
2022 John Deere 4052R Compact Utility Tractor	\$28,287

Housing Charges

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the following major categories of housing charges be approved, effective with the 2024 Fall Semester:

Room rates for students living in the University's residence halls:

- 1) MISSOURI/DOBSON/CENTENNIAL

Size of Room	Charge for Academic Year
Single Occupancy	\$8,188 per student
Double Occupancy	\$6,927 per student
Deluxe Double	\$6,927 per student
Double Room Buyout (Single Occupancy)	\$8,611 per student

- 2) BLANTON NASON BREWER/RYLE/WEST CAMPUS SUITES

Size of Room	Charge for Academic Year
Single Occupancy	\$8,823 per student
Double Occupancy	\$7,377 per student
Deluxe Double	\$7,377 per student
Triple Occupancy	\$6,724 per student
Double Room Buyout (Single Occupancy)	\$9,081 per student

- 3) CAMPBELL APARTMENTS

Size of Room	Charge for Academic Year
One Bedroom; Double Occupancy	\$6,127 per student
One Bedroom; Single Occupancy	\$9,750 per student
Two Bedroom: Double Occupancy	\$9,350 per student

BE IT FURTHER RESOLVED that the other residence hall fees and room charges, including incentives for returning students and short-term rates not listed in this resolution, be established by the President of the University, based on the above fees and charges, in accordance with Sections 11.010 and 11.020 of the Code of Policies.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Salary Policies 2024

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the following salary and wage policies for the 2024 calendar year be approved:

- 1) 2024 Policy for Faculty Salaries;
- 2) 2024 Policy for Exempt and Salaried/Comp Time Eligible Staff Salaries;
- 3) 2024 Policy for Non-Exempt Staff Salaries;
- 4) 2024 Policy for Hourly Personnel Wage Rates;
- 5) 2024 Policy for Unit I Wage Rates; and
- 6) 2024 Policy for Off-Campus and Workshop Faculty Salaries; and

BE IT FURTHER RESOLVED that a one-time retention incentive, as outlined in the attachment, be approved; and

BE IT FURTHER RESOLVED that copies of the documents be attached to and made a part of the minutes for this meeting.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted, and the Secretary designated a copy of the documents as Exhibit A.

Union Agreement Renewal

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the proposed changes in the renewal of the current Memorandum of Agreement for Unit I by and between Truman State University and Laborers' International Union of North America, Local No 955, as highlighted in the attached document, be approved; and

BE IT FURTHER RESOLVED that the President of the University be authorized to execute a new memorandum of agreement for Calendar Years 2024, 2025, and 2026 with an incorporation of the recommended changes; and

BE IT FURTHER RESOLVED that a copy of the document be attached to the minutes as an exhibit.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit B.

Amendment to Section 13.050 of the Code of Policies of the Board of Governors Pertaining to Naming Opportunities

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that Section 13.050 of Chapter 13 of the Code of Policies of the Board of Governors, entitled Naming Opportunities, is hereby amended to expand the guidelines for naming consideration. Changes to Section 13.050 are shown in the text below by deleting the language shown in ~~{brackets, boldfaced, and struck through}~~ and by incorporating the new language shown in **boldface, underlined, and italicized**. In all other respects, Section 13.040 remains unchanged.

13.050. Naming Opportunities. The exterior areas, landmarks, programs, and interior spaces of the University may bear distinctive names that reflect outstanding contributions in keeping with the nature and mission of the University. The guidelines set out below will provide the criteria to be used and the approvals needed to name such exterior areas, university landmarks, university programs, and interior spaces in honor of individuals and organizations.

1. Definitions:

- a. "Exterior Areas" shall mean University owned or leased buildings, locations, including open-air spaces, and major facilities, such as arenas and stadiums, where the name is displayed on the outside of a structure or is easily viewable by the general public.
- b. "University Landmarks" shall mean ~~{statutes}~~ **statues** and other landmarks on or in University-owned or leased property.
- c. "University Programs" shall mean programs of research or teaching, departments, faculties, schools, special lecture series, library collections of books or other materials, collections of artworks, and other similar University activities and programs the University may choose to recognize.
- d. "Interior Spaces" shall mean physical spaces such as, but not limited to, auditoriums, laboratories, classrooms, conference rooms, or special research, teaching, recreational, service, or other similar facilities.
- e. "Organizations" shall mean foundations, trusts, not-for-profit entities, corporations, or other legal entities.

2. Approvals. The naming of Exterior Spaces, University Landmarks, University Programs, and Interior Spaces shall require the approval of the Board of Governors.

3. Guidelines. Names for Exterior Areas, University Landmarks, University Programs, and Interior Spaces should enhance the public reputation of the University. In keeping with this principle, names should be proposed and approved with the following guidelines in mind:
 - a. Faculty, staff members, or Organizations who have rendered distinctive service to the University;
 - b. Graduates, former students, individuals such as members of the Board of Governors, or Organizations who have rendered distinctive service to the University;
 - c. Persons or Organizations dedicated to the purpose, nature, and mission of the University who have achieved outstanding distinction through civic, intellectual, or artistic contributions to the development of the area, state, and nation or Missouri history; and
 - d. *Elected officials who have made significant contributions to advance the University's purpose and mission through the exercise of their official duties; and*

~~the~~. Persons or Organizations who make or have made a substantial financial contribution toward the cost of the construction or renovation of the Exterior Area, University Landmark, University Program, or Interior Area. If named for a donor or a donor's designee, the name should be based on the ~~eminence of the donor or designee and the~~ donor or designee's relationship to the University as well as the significance of the gift.
4. Duration of Name. The naming of Exterior Areas, University Landmarks, University Programs, and Interior Spaces in honor of individuals or Organizations is generally expected to last the lifetime of the Exterior Area, University Landmark, University Program, or Interior Area or so long as it remains in use and serves its original function. When the use or program has changed, such as it must be discontinued, demolished, substantially renovated, or rebuilt, the University may discontinue the use of the name.
5. Reservations. The Board of Governors reserves the right to change or remove the name of an Exterior Area, University Landmark, University Program, or Interior Area if it determines that the name is no longer in the best interests of the University.

The motion was seconded by Governor Burkemper and carried by a vote of 4 to 1, with Governors Burkemper, Cozette, Gingrich, and Lovegreen voting Aye and Governor Christofferson voting Nay. Governor Cozette declared the motion to be duly adopted.

Request for Naming Opportunities

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the lobby within the Greenwood Interprofessional Autism Center be named the Dr. R. Keith and Lu Ann Beeman Lobby in recognition of the Beemans' generous financial contribution of \$100,000 to the Greenwood Interprofessional Autism Center construction project, a gift which meets the guidelines for naming opportunities per Foundation Board policy; and

BE IT FURTHER RESOLVED that the activity room within the Greenwood Interprofessional Autism Center be named the Cindy O'Laughlin Activity Room in recognition of her tireless work to establish an autism center in northeast Missouri and for spearheading an appropriation of \$4.6 million from the Missouri Legislature for the construction of the Greenwood Interprofessional Autism Center; and

BE IT RESOLVED that the Sustained Knowledge of Integrated Lifelong Learning (SKILLS) Center located in the Student Success Center of the soon-to-be-renovated Kirk Building be named the Senator Roy and Abby Blunt SKILLS Center in recognition of their enormous support of the key services to be made available to the local community and for the Senator's work in spearheading a federal appropriation of \$6 million for the renovation of the Kirk Building; and

BE IT FURTHER RESOLVED that the newly renovated space in the northeast corner on the first floor of Pickler Memorial Library be named the Doug and Diane Villhard Innovation Lab, retroactively to August 30, 2023, in recognition of Doug and Diane Villhard's generous financial contribution of \$100,000 to fund the campus-wide resource, a gift which meets the guidelines for naming opportunities per Foundation Board policy; and

BE IT FURTHER RESOLVED that the Board of Governors reserves the right to change or remove the name of these facilities if it is determined that the names are no longer in the best interest of the University.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Agenda Items for Future Meetings

Governor Cozette reviewed a list of projected agenda items for the regular meetings during the following year.

Dates for Future Meetings

Governor Burkemper moved for the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, February 3, 2024, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter

the starting time and/or place for the meeting by giving due notice of such change;
and

BE IT FURTHER RESOLVED that other regular meetings of the Board during
the next year be tentatively scheduled for the following dates:

Saturday, April 6, 2024;
Saturday, June 15, 2024;
Saturday, August 3, 2024;
Friday, October 25, 2024; and
Saturday, December 7, 2024.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted.

Agenda Items for Closed Session

Governor Gingrich moved for the adoption of the following resolution:

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for "Records which are protected from disclosure by law";
2. Individual personnel actions under Subsection 3 of the statute for "Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded"; and
3. Confidential communications with the General Counsel, as defined in Subsection 1 of the statute.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 5 to 0, with Governors Burkemper, Christofferson, Cozette, Gingrich, and Lovegreen voting Aye. Governor Cozette declared the motion to be duly adopted.

The closed session of the meeting began shortly after 1:45 p.m.

The open session of the meeting resumed shortly after 3:45 p.m.


With no further business, Governor Christofferson moved that the meeting be adjourned. The motion was seconded by Governor Gingrich and carried by a unanimous vote of 5 to 0. Governor Cozette declared the motion to be duly adopted, and the meeting adjourned shortly after 3:50 p.m.

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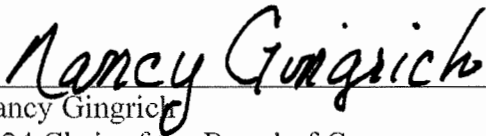
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OPEN SESSION
OF MEETING ON
DECEMBER 2, 2023



Philip J. Christofferson
2023 Secretary of the Board of Governors

I hereby certify that the foregoing minutes were
approved by the Board of Governors on the
3rd day of February 2024.



Nancy Gingrich
2024 Chair of the Board of Governors

2024 Policy for Faculty Salaries



The Faculty Compensation Committee has made several recommendations regarding full-time faculty salaries designed to make Truman's compensation policies more competitive. The primary focus for 2024 is raising starting salaries. Utilizing data gathered via a national survey, the committee recommended several steps to make faculty starting salaries more competitive and establish salary floors for each rank.

This increase will be effective for full-time faculty on the payroll as of January 1, 2024, unless the employment letter indicates otherwise. For non-tenure track faculty, the minimum increase is \$1,000, and the maximum raise is \$3,205. The minimum increase for tenure track and tenured faculty is \$1,000, and the maximum raise is \$7,500.

The Board will consider faculty promotion adjustments at the June 2024 meeting.

2024 Policy for Exempt and Salaried/Comp Time Eligible Staff Salaries

Full-time exempt and salaried/comp time eligible staff will receive an annual increase as follows:

<u>Current Annual Salary</u>	
\$40,000 or under	5.0%
\$40,001 – \$60,000	4.0%
\$60,001 – \$100,000	3.5%
\$100,000 +	3.0%

The increase will be effective January 1, 2024, for employees on the payroll as of that date unless the employment letter indicates otherwise.

2024 Policy for Non-Exempt Staff Salaries

Non-exempt staff starting salaries for the 2024 calendar year will be increased as outlined in the following tables.

Current non-exempt staff not covered by the hourly schedules will receive a raise as follows:

<u>Hourly Pay</u>	
Up to \$19.23	+5.0%
\$19.24 – \$28.85	+4.0%

Equity Adjustments

The University President may grant salary adjustments to a limited number of faculty or staff members when required for equity and fairness. Such adjustments made by the President are to be reported to the Board at the next regular meeting.

2024 Policy for Hourly Personnel Wage Rates

The standard starting wage for clerical, secretarial, and similar office positions will be as follows during the 2024 calendar year. These starting wages increase by 5% to 6.8%.

Grade	Title	Hourly
A	Office Assistant 1	\$14.30
B	Office Assistant 2	\$14.55
C	Administrative Assistant 1	\$16.07
D	Administrative Assistant 2	\$17.68

Current non-exempt staff will receive adjustments as follows:

<u>Hourly Pay</u>	
Up to \$19.23	+5.0%
\$19.24 – \$28.85	+4.0%

2024 Policy for Unit I Wage Rates

The hourly wage rates for Unit I employees will be the following amounts during the 2024 calendar year. These starting wages increase by 5% to 7%.

WAGE RATES FOR UNIT I

<u>Wage Status</u>	<u>Controls Technician</u>	<u>Grounds Mechanic</u>
Step 1	\$22.39	\$16.71
Step 2	\$23.46	\$17.25
Step 3	\$24.64	\$17.90

<u>Wage Status</u>	<u>Mechanical Services</u>	<u>Building Trades</u>
Step 1	\$17.64	\$17.08
Step 2	\$18.60	\$17.93
Step 3	\$19.36	\$18.57

<u>Wage Status</u>	<u>Groundskeeper/ Mover/Laborer</u>	<u>Housekeeper</u>
Step 1	\$14.09	\$13.75
Step 2	\$14.72	\$14.37
Step 3	\$15.21	\$14.90

- Step 1 = Starting Pay
- Step 2 = 1st year anniversary
- Step 3 = 2nd year anniversary

Individuals on the Step Schedule receive applicable increases on the anniversary date.

Current non-exempt staff above the scale will receive a raise as follows:

<u>Hourly Pay</u>	
Up to \$19.23	+5.0%
\$19.24 – \$28.85	+4.0%

2024 Policy for Off-Campus and Workshop Faculty Salaries

Instructors of off-campus courses and workshops are to be paid the following salaries during the 2024 Fiscal Year.

<u>Status</u>	<u>Teaching Experience for the University</u>	<u>Salary for each Credit Hour of Instruction</u>
University Faculty Member	--	\$ 925
Non-University Faculty Member	Less than five years	\$ 925
	Five years or more, but less than ten years	\$ 975
	Ten years or more	\$1,000

The 2024 calendar year rates require a minimum of 20 students, with the salary decreased by 1/20 for each student fewer than 20 for off-campus Professional Development classes.

University faculty teaching workshops are paid \$925 per credit hour, provided tuition and fees cover the faculty member's salary and benefit costs.

These are the same rates utilized for the 2023 Calendar Year.

One-Time Retention Incentive December 2023

To recognize faculty and staff who have served Truman since July 1, 2020, all full-time employees on the payroll on July 1, 2020, and the payroll as of December 1, 2023, will receive a \$500 retention incentive. This will be included in December 2023 paychecks.

MEMORANDUM OF AGREEMENT

by and between

TRUMAN STATE UNIVERSITY

and

LABORERS' LOCAL 955



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Appendix

- A Policy for Wage Rates
- B State Regulations for Military Leave
- C Board of Governors Medical, Family and Funeral Leave University Policy

MEMORANDUM OF AGREEMENT

ARTICLE 1

RECOGNITION

A. Bargaining unit:

With the objective of preserving the primary mission of the University, that of providing educational opportunities for all enrolled students, the Board of Governors of Truman State University acknowledges that Daniel C. Rogers, Chairman, State Board of Mediation, Jefferson City, Missouri certified the election results of an election held May 15, 1971, indicating that the following employees will be represented for the purpose of discussing general working conditions, employee benefits and services, opportunities for training, and grievances with the University administration under the provisions of Sections 105.500 through 105.530, Revised Statutes of Missouri, by Laborers' Local No. 773, which is affiliated with Laborers' International Union of North America, AFL-CIO:

Regular full time employees of the Division of Maintenance Service, excluding supervisors, part time employees, office employees, clerical employees, student employees, Security Division employees, and employees in the Housing Department. For purposes hereof, regular full time employees shall include all employees who normally work a forty hour work week.

Effective August 1, 2020, Laborers' Local No. 773 membership was transferred to Laborers' Local No. 955.

It is recognized that the "Division of Maintenance Service", as referenced in the preceding paragraph, is now called the "Physical Plant Department", and the two names have the same meaning for the purpose of this Memorandum of Agreement.

It is further recognized that as the result of a similar election on October 13, 1971, the Union was selected to represent the regular full-time "custodians and maids" in the Housing Department and most of the regular full-time employees in the Food Service Department and that the second group of employees was designated as Unit II. The parties acknowledge that all housekeepers (formerly called custodians and maids) in the residence halls are now a part of the Physical Plant Department and that the University has for many years procured its food service from outside contractors and thereby has no employees in the Food Service Department.

The parties agree that all current employees are located in Unit I and that a separate memorandum of agreement for Unit II is not needed at this time.

B. Duration:

This agreement shall become effective **January 1, 2024**, and shall remain in effect until **January 1, 2027**, and thereafter from year to year unless notice by certified mail is given by either party to the other party of intention to terminate or modify this memorandum

(other than a reopening of wage rates under Article 35) at least 60 days prior to **January 1, 2027**, or at least 60 days prior to any subsequent anniversary date of January 1st while this memorandum is still in force.

C. Definitions:

- 1) The Board of Governors for Truman State University is referred to herein as the Board of Governors.
- 2) Truman State University, and in some cases its administrators and its Board of Governors, are referred to herein as the University.
- 3) Laborers' Local 955, is referred to herein as the Union.
- 4) The group of employees described above in Section A and thereby covered by this Memorandum of Agreement shall be designated as Unit I and shall be referred to herein as the "bargaining unit".
- 5) Premium pay is defined to include holiday pay and shift differential.
- 6) The Family and Medical Leave Act is referred to herein as FMLA.
- 7) The Work Week shall be defined as beginning on Sunday at 12:01 AM and ending Saturday at 12:00 AM.

ARTICLE 2

STATEMENT OF RESERVED RIGHTS

- A. It shall be understood that the Board of Governors and the administration of Truman State University will not relinquish any of their legal responsibilities to appoint, remove, and fix the compensation, terms and conditions of employment and shall:
- 1) determine the size and composition of the work force;
 - 2) allocate and assign work or transfer work into or out of the bargaining unit, provided that this right shall not be used to undermine or weaken the Union;
 - 3) reduce the work force if necessary, and subcontract for business or economic reasons;
 - 4) designate the place of work and the nature of the work assigned an employee;
 - 5) not allow Union activity (on working time) involving recruiting new members, coercing non-members, interfering with, nor intimidating employees of the University;

- 6) fix reasonable production standards;
- 7) merge or discontinue work areas;
- 8) reserve the right to invest in automation or technological changes which may displace bargaining unit employees;
- 9) not be required to notify the Union of disciplinary action (unless that disciplinary action is to become part of the employee's permanent record);
- 10) understand that this sole and entire existing agreement between the parties supersedes all prior agreements, commitments, policy, practices, whether oral or written, between the Board of Governors, the University, and the bargaining unit employees;
- 11) have the right to employ students and/or part time employees at a rate to be determined by the University for work within the bargaining unit (this shall in no way be construed to suggest that such employees shall be employed with the express purpose of displacing regular full-time employees within the unit);
- 12) use appropriate disciplinary measures.

B. Policy:

That by adopting this policy, the Board of Governors desires to make clear:

- 1) that the Board will not condone any type of attempted coercion, including striking or picketing, and
- 2) that the Board does not require any employee to become or remain a member of the Union, and
- 3) that any employee may, as always, personally discuss with or present to the administration any problem or suggestion or grievance concerning his or her job or working conditions, and
- 4) that no discrimination of any kind will be made, either in favor of or against, any employee because he or she is or becomes a member of this recognized labor union or does not become or remain a member of this union. All union eligible employees shall have the same privileges and benefits and shall be expected to assume the same responsibilities and abide by the same rules and regulations whether member of the Union or not.

ARTICLE 3

HOLIDAYS

- A. At least 10 holidays shall be observed by full time employees who work a 12-month schedule. These holidays shall be set by the University to best coincide with its calendar and the dates shall be accounted for by administrative memorandum at least nine months in advance of the date.
- B. The President of the University may establish other holidays.
- C. Holidays are considered to extend over a 24-hour period and include shifts beginning at 12:00 midnight or later. Shifts shall not be split in such a way that premium pay is granted for a portion of the shift.
- D. When a holiday falls on a Sunday, the following Monday is normally observed as the holiday. If a holiday falls on a Saturday, it will normally be observed on the proceeding Friday.
- E. An employee required to work on a holiday will be paid two and one-half times his or her regular straight-time wage rate for the hours worked in lieu of his or her holiday pay. The employee shall not "pyramid" premium pay rates.
 - 1) Holidays not worked shall be paid at straight time rates.
 - 2) Employees working on a holiday will not receive both premium pay for the holiday hours worked and weekly overtime pay for the same hours. In no case shall premium pay and overtime pay be pyramided or duplicated.
- F. Employees failing to work when scheduled on a holiday, unless excused by the appropriate supervisor, will disqualify themselves for holiday pay.
- G. In order to be eligible for holiday pay, an employee must be in paid status the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day following the holiday.
- H. If a holiday recognized by the University occurs during a vacation period, the holiday shall not be counted against vacation time.
- I. The observance of special recognized religious holidays may be permitted. In such cases, time off is charged to accumulated vacation leave, earned overtime, or leave without pay. Arrangements for observance should be made at least two days in advance.
- J. There shall be no shift differential paid for holidays that are not worked.

ARTICLE 4

VACATIONS

- A. Employees who are employed on a full time basis and expected to be employed for 12 months in each year shall be entitled to paid vacation time from the date of last employment as follows:

Length of Service	Rate of Accrual	Annual Accumulation
Upon initial eligibility	6.67 Hours per month	2 work weeks (10 work days)
After 5 years	10 hours per month	3 work weeks (15 work days)
After 14 years	13.33 hours per month	4 work weeks (20 work days)
After 19 years	16 hours per month	4 work weeks + 4 days (24 work days)

- 1) At the beginning of the sixth year of continuous service, vacation leave shall accrue at the rate of 10 hours per month (15 working days per year) for personnel employed on a full time basis.
 - 2) At the beginning of the fifteenth year of continuous service, vacation leave shall accrue at the rate of 13.33 hours per month (20 working days per year) for personnel employed on a full time basis.
 - 3) At the beginning of the twentieth year of continuous service, vacation leave shall accrue at the rate of 16 hours per month (24 working days per year) for personnel employed on a full time basis.
- B. An employee shall be permitted to accumulate up to twice the amount of vacation he or she accrues in that year. For example, an employee with less than six years of employment since he or she was last hired may accumulate up to 20 days of vacation (two times two work weeks) without losing any vacation time which has accrued but not been used.
- 1) In the event a new employee does not complete a period of six months continuous service, no paid vacation time will be due.

- C. Upon resignation, or other termination of employment, paid vacation time will be computed on a pro rata basis if at least six months of continuous service has been rendered provided:
- 1) that the termination of the employee is not for just cause, or
 - 2) that the employee is not on probation at the time of the resignation or termination.
 - 3) Unused vacation time accrued through the last day of work will be paid out according to the following schedule:
 - a) Full-time hourly (non-exempt) employees with less than 5 years of continuous service will be paid unused vacation subject to a maximum of 10 days.
 - b) Full-time hourly (non-exempt) employees with more than 5 years and less than 15 years of continuous service will be paid unused vacation subject to a maximum of 15 days.
 - c) Full-time exempt employees with less than 15 years of continuous service will be paid unused vacation subject to a maximum of 15 days.
 - d) All employees (exempt and non-exempt) with more than 15 years of continuous service will be paid unused vacation subject to a maximum of 20 days.
- D. Length of service shall be determined as follows:
- 1) If all service has been full time and has been continuous except for sick leave or authorized absences or for temporary interruptions of less than four months duration each due to the University's temporary lack of need of services of the employee, the employee's length of service shall continue from the original date of employment.
 - 2) If, after having been employed full time, an employee's employment is reduced to part time for the convenience of the University, but later reverts to a full time basis, the length of service will be determined by deducting from the total period of full time and part time employment any period of part time service which exceeds six months in duration.
 - 3) If an employee's employment is terminated and he or she later is re-employed for full time work, the employee shall be considered to be the same as a new employee insofar as allowed paid vacations are concerned.
- E. Paid vacation time must be earned before it is taken.
- F. Except as provided in D above, vacation time shall not accrue during authorized absences without compensation.

- G. Extra pay shall not be made in lieu of vacation leave unless otherwise agreed to by all parties.
- H. A permanent record of vacation shall be kept in each department and/or in a centralized common location for each employee from the beginning date of employment.
- 1) The maintenance of this record will be the responsibility of the head of the appropriate department. Vacation shall be accrued hourly.
 - 2) When vacation time is used, it must be promptly deducted from accrued vacation time.
 - 3) Any vacation used will be a minimum deduction of **fifteen minutes**.
- I. These records will be subject to inspection by the employee and/or Union representative from time to time.
- J. Vacation schedules shall be worked out according to the needs of the University and the department. When possible, however, consideration may be given to employees' requests. At least 30 days before periods when vacation approvals within a specific work group will be limited due to foreseeable special events or heavy workload, the University will give notice of the dates of the period and the maximum number of employees who will be allowed on vacation simultaneously.
- 1) When employees request vacations for the same period, employees with greater lengths of service receive priority.

ARTICLE 5

SICK & FAMILY LEAVE

- A. Full time regular employees accrue sick leave at the rate of one working day per month of completed continuous service.
- 1) Credit for sick leave accumulates during vacations and leaves of absence with pay.
 - 2) A half month or more of active employment will be considered a complete month in computing earned sick leave. Less than one-half month of active employment will be disregarded.
- B. Sick leave with regular straight time pay will be allowed an employee for absences from work when the absences are properly due to 1) illness or injury or 2) medical or dental appointments for the employee or his or her child or spouse or parent. The use of sick leave is subject to the following conditions:
- 1) That the employee has accrued sick leave pursuant to Section A of this Article.

- 2) That sick leave pay is limited to 40 hours per week.
 - 3) That sick leave for medical or dental appointments is limited to a reasonable time and shall not exceed three hours without special permission of the University.
 - 4) That any sick leave used is deducted from accrued sick leave.
 - 5) That total compensation from combined sick leave pay and workers' compensation shall not exceed regular straight time pay for 40 hours per week, and in such event, sick leave pay shall be reduced accordingly.
 - 6) That any sick leave used will be a minimum deduction of **fifteen minutes**.
- C. Illness or injury which may cause an employee to use sick leave should be reported to the employee's immediate supervisor or to the Physical Plant Department as soon as possible.
- D. An employee may be required by the University to furnish satisfactory proof of injury, illness, or medical or dental appointment. In the event that an employee remains absent from work for a period longer than six working days then the University, at its election, may designate one or more practitioners of the healing arts to examine said employee and to provide a report in writing to both the employee and the University stating his or her opinion whether or not the employee is capable of returning to work. In the event that the employee shall refuse to submit to said examination then this refusal shall be just cause to terminate employment, or at the election of the University, to terminate all sick leave benefits. In the event the doctor shall declare the employee fit to return to duty, failure of the employee to return shall be just cause for termination of employment, or at the election of the University, to terminate all sick leave benefits.
- E. An employee who is still recovering from an injury or illness, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work provided;
- 1) The University is able to modify the employee's duties to accommodate the restrictions recommended by the physician.
 - 2) The employee will be able to perform productively under the restrictions, and the University finds that the remainder of the employee's normal duties can be reasonably delayed or performed by other employees.
- F. An employee who transfers from one department to another takes with him or her the balance of his or her unused sick leave. Sick leave records will be made available to employees on reasonable request.
- G. Sick leave accrued or granted prior to this Agreement and not used shall be retained.

- H. The University will recognize all accumulated unused sick leave as additional creditable service as allowed by MOSERS.
- I. Union employees will be eligible for all Medical and Family related leave benefits approved by the University's Board of Governors ~~for full-time employees without faculty rank.~~ This includes seven (7) weeks of paid parental leave for eligible employees. A copy of the current policy is in the Appendix, Item C.

ARTICLE 6

OVERTIME

- A. Overtime work will be paid for at the rate of time and one-half of the employee's regular straight time wage rate, and all employees are expected to work when asked and when needed. Overtime is all authorized (in writing) time worked by an employee for the University that is in excess of 8 hours per day or 40 hours per week. However, if the University moves to a reduced work week that increases the number of hours worked per day but reduces the number of work days (i.e. a 4 day work week) then overtime will be paid only if the worker puts in hours in excess of 10 hours per day or 40 per week. For the purpose of computing overtime pay, the following will be counted as time worked: 1) a holiday for which holiday pay is received; 2) time off due to use of vacation time; and 3) time off due to use of earned sick leave. Overtime after 8 hours per day will not apply in weeks where time without pay is taken.
- B. Overtime will be fairly distributed to all employees within each job classification (by assigned building for housekeepers) on a rotating seniority basis. The University may, in its discretion, require any employee to work up to 20 hours overtime in any week.
- C. An employee required to work more than 16 consecutive hours shall be accorded either:
- 1) Double the amount of his or her hourly rate for all hours worked consecutively in excess of 16 hours; or
 - 2) Standard overtime pay for such hours worked consecutively in excess of 16 hours, plus release time at regular pay for his or her next scheduled eight hour shift, with such release time not to be deducted from any accumulated sick leave or vacation leave.
 - 3) Three days notice shall be given to employees for overtime, except in circumstances where the employer could not reasonably foresee that overtime would be necessary. As soon as the employer knows that overtime is necessary, the employer will immediately notify the employee of such.
- D. Overtime for the previous month shall be posted next to physical plant time clocks or in another location acceptable to the University and the Union. Payroll will send a copy of the monthly overtime posting to the Chief Steward.

- E. The work week definition under Article 1, Section C, Definitions will be used to calculate overtime.

ARTICLE 7

JURY DUTY

- A. Any employee covered in this agreement who shall be called for jury service shall report the call to his or her immediate supervisor and will be relieved from his or her duties for the reasonable time required for rendering such jury service.
- B. The employee shall be entitled to retain all compensation received for such jury service and no deduction shall be made in his/her regular compensation for the reasonable time he/she is absent from duty on account of responding for such jury service.
- C. "Reasonable time absent" will be interpreted to mean that an employee scheduled for the day shift and excused from jury duty is expected to report back to work for the balance of the shift if there are at least four hours work left on his/her assigned schedules. Employees normally scheduled to work on the second or third shift who are selected for jury duty will be expected to report for work in accordance with their assigned schedules if they are excused from jury service before having served four hours or more. The above would not apply if the jury duty is in another part of the state and travel time to the campus would make it unreasonable to do so.

ARTICLE 8

FUNERAL LEAVE

In the event of the death of an employee's family member, he or she shall be granted necessary time off with compensation according to the following: For husband, wife, mother, father, son, daughter, brother, sister, grandchild, step parent, step child, father-in-law or mother-in-law, up to a maximum of ~~three~~ **four** working days. For sister-in-law, brother-in-law, aunt, uncle, grandparent, grandparent of spouse, great grandparent, or great grandchild, one working day, unless the employee can show cause for granting up to three days maximum. In this instance, the extra two days will be charged to earned sick leave or accrued vacation. Shift differential shall apply to funeral leave. In addition, employees may be excused from work with pay for the purpose of serving as pallbearers, for up to four hours at a time, subject to the limitations that employees be so excused with pay no more than twice in one year and that an amount of time equal to the excused time be deducted

from accumulated sick leave. The employee may, with their supervisor's permission, use accrued vacation or accrued sick leave, to take additional days associated with funeral leave.

ARTICLE 9

PAY DIFFERENTIAL

- A. Shift Differential - An employee working the second or third shift shall receive, in addition to his or her regular pay, premium pay of 54 cents per hour effective July 1, 2014. The second shift is any shift that regularly starts on or after 2:00 p.m., but before 10:00 p.m. The third shift shall be any shift that regularly starts on or after 10:00 p.m., but before 5:30 a.m.

Shift differentials shall not be applicable to split shifts, "call-backs", or "call-ins", but it **shall be applicable to overtime worked during a scheduled shift**, vacation pay, sick leave pay and paid leaves of absence. **It shall not be applicable to those employees whose shift start time is before 2:00 p.m. but who are temporarily working overtime.**

Shift differentials shall not be applicable to hours worked outside second or third shift, unless the University makes a temporary, mandatory change in working hours that moves part of an employee shift outside of second or third shift. If an employee voluntarily requests and the University allows a temporary change in hours that moves part of the shift outside second or third shift, then the hours worked outside second or third shift shall not earn shift differential.

- B. Step Up Pay – When an employee who is not a Lead Person, is required to step up into the foreman position, that person shall be paid an additional \$1.35 an hour. For an employee receiving pay as a Lead Person who is required to step up into the foreman position, the person will receive an additional \$1 per hour.
- C. Asbestos work pay: Employees doing asbestos material removal work shall be paid an additional \$1.00 per hour above their normal wage for the actual time spent doing this type of work.

ARTICLE 10

EMPLOYEE STATUS

- A. A full time regular employee is one who works 40 hours or more per work week.
- B. A full time regular employee is defined as a person who is employed in a regular position that is expected to continue six months or longer. An employee will be considered a probationary employee until he or she has completed 90 calendar days of

satisfactory employment.

- C. A temporary employee is defined as a person who fills a position that is established for a limited period of time of less than six months. Temporary, part time and student employees are not covered by this agreement.

ARTICLE 11

PROBATIONARY PERIOD

- A. All new full time employees will serve a probationary period of 90 calendar days, with a possible extension by the University of 90 additional days. The probationary period is designed to give the University an opportunity to determine whether the employee is suitable and qualified for the work for which he or she was hired, and the decision as to the employee's suitability and qualifications is the sole responsibility of the University. A probationary employee may be terminated at any time without recourse except as provided by law. Termination of employment or other disciplinary action by the University during the probationary period is not subject to the grievance or arbitration procedure.
- B. If an employee's service during the probationary period is deemed unsatisfactory but it is felt that his or her employment should continue in a probationary status rather than such employment being terminated, the recommendation that the employee's probationary period be extended an additional 90 days should be forwarded by the supervisor to the department or administrative head. In all such instances, the employee shall be counseled regarding the extension of his or her probationary period prior to the completion of 90 calendar days service. The employee may not remain in a probationary status for more than seven months, unless there is a change of jobs. A probationary employee may be terminated at any time without recourse, except as provided by law, during an extension of his or her probationary period.
- C. Employees who have satisfactorily completed their 90 calendar day probationary period, and who are subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days, with a possible extension of 90 days, in the new position. If at any time within this qualifying period, it is determined by the University that the employee is not qualified for the position or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. In no case shall a request for a change be granted more than once each two years, unless the change is agreed to by both parties. An employee who is promoted or transferred to another position prior to completion of his or her probationary period will continue to be on probation until he or she has completed a qualifying period of at least 90 calendar days, plus a possible extension of up to 90 days, in the new position. If at any time within the qualifying period, it is determined by the University that the employee is not qualified for the new position, the University may return the employee to his or her previous position or a comparable one elsewhere at the University if the employee's service in his or her previous position was considered to be satisfactory.

- D. Employees who receive a leave of absence during the probationary period, as a result of a temporary close down or a reduction of operations, will have the probationary period extended by the length of the leave of absence if for a period of more than one month.
- E. There shall be no University responsibility for re-employment or continued employment of probationary employees.
- F. A new employee will receive the applicable wage rate for his or her job as shown on the wage rates schedule.

ARTICLE 12

TARDINESS AND ABSENCES

Attendance and punctuality are important to the University and the efficiency of an entire work group is impaired if every individual is not at his or her workstation at the appropriate time.

A. Tardiness.

- 1) Employees should notify their supervisors of any anticipated reasons that might cause them to arrive late for work on the following day.
- 2) Employees are obligated to call in if they anticipate arriving late. Recognizing that it may often be difficult to notify the University of lateness caused by unforeseen circumstances (e.g., a flat tire, weather condition), call-ins for lateness due to emergencies will be required only if the employee expects to be late for one-half hour or more. Upon arriving late, the supervisor should be notified and an explanation given.
- 3) Employees who are late will have a pay deduction in accordance with the following schedule unless arrangements are made with the supervisor to make up time lost as a result of the tardiness within the same work week:

0-7 minutes:	0
8 – 22 minutes:	¼ hour
23 - 37 minutes:	½ hour
38 - 52 minutes:	¾ hour
53 - 67 minutes:	1 hour

- 4) Employees who are frequently tardy, absent, or who leave work early may be subject to further disciplinary action or dismissal but the discipline or discharge imposed by the University shall be subject to the grievance procedure.
- 5) Time lost due to tardiness is to be recorded on the employee's time card or time-work record. An employee may not punch-in more than 7 minutes before

his or her work shift starts nor more than 7 minutes following the end of his or her regular work shift. Punching in or out intentionally for another employee will be subject to disciplinary action up to and including automatic dismissal.

B. Absences.

- 1) In the event that an employee is unable to report to work for any reason, then the employee or someone in the employee's behalf shall, prior to the commencement of the employee's work shift, notify the employee's immediate supervisor or the Physical Plant Office that the employee will be absent. Failure to so notify the University, unless the failure is caused by an emergency, shall constitute cause for progressive steps of disciplinary action per the University policy.
- 2) An employee absent without previous permission or without notifying his or her supervisor is subject to disciplinary action including termination.
- 3) All absences from work whether with or without pay shall be recorded each day. Leaves with pay shall indicate the nature of the leave, e.g., sick leave, vacation, military leave, holiday, jury duty.
- 4) Because of the need for efficient scheduling of work, an employee who has been absent for an indefinite period will be expected to notify his or her supervisor at least two days before he or she expects to return to work if possible.
- 5) Any absence of more than three days for illness or injury, regardless of whether accrued sick leave or vacation has been requested will be reported to Human Resources.

ARTICLE 13

REST PERIODS AND MEAL BREAKS

Employees will be given two fifteen minute rest periods with pay during the normal work shift--the periods will be designated by the University. The times and locations for rest periods may be designated by the University. A meal time break of thirty minutes without pay ~~for the evening meal shall~~ may be received by ~~the employees who work the evening shift. The day shift employees shall normally receive a one hour lunch period without pay.~~ With supervisor permission, employees may also request a schedule with no lunch period and an earlier end to the work day. Boiler room employees will eat while on duty.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

- A. Any full time regular employee may be granted a leave of absence without pay when approved by the proper authority in order to preserve his or her employment rights and benefits that are eligible for continuance.

- 1) All requests for leaves of absence without pay of 30 calendar days or more must be submitted in writing for approval or disapproval by the University. Leaves of absence of less than 30 days may be handled as excused absences.
 - 2) A leave of absence may be granted for a period not to exceed one year.
 - 3) Extensions of approved leaves of absence shall not exceed one year.
 - 4) A leave may not be granted for purposes of working for another employer.
 - 5) Sick leave and vacation days do not accumulate during leaves of absence without pay.
- B. A leave of absence without pay may be granted within the provisions of FMLA or for any exceptional personal reason if approved by the President of the University.
- C. Upon expiration of a leave of absence of less than two months the returning employee shall be reinstated to his or her former position. In the event the former position has been abolished or when the leave of absence is in excess of two months and the former position is not available, the employee shall be eligible for reinstatement to an open position of similar requirements and compensation. The employee shall notify the University in writing two weeks in advance of his or her intent to return to work ahead of the agreed upon time if possible.
- 1) Should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available. The University will notify the employee in writing if there is not a position available.
 - 2) Failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of the employee's services.

ARTICLE 15

ABSENCE DUE TO WORK-INCURRED INJURY OR OCCUPATIONAL DISEASE

NOTE: The provisions of this policy apply to any employee who is injured in the course of and arising out of his or her employment or who incurs an occupational disease compensable under the Missouri Workers' Compensation Act and hereinafter referred to as an "injured employee." It is the responsibility of the employee to report immediately to his or her supervisor or Department head all injuries or illnesses arising out of and in the course of his or her employment, regardless of the nature, severity or cause.

- A. It is the policy of the University that an injured employee shall be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to that injury during days he or she is working.

- 1) All such absences shall be limited to the time required to obtain the necessary medical attention within a 15 mile radius of Kirksville. In the event that the professional services of a specialist are needed and necessary in the opinion of a licensed physician the restrictions above will be waived.
 - 2) An employee may be required to furnish satisfactory proof of such medical attention.
- B. Upon the recommendation of the attending physician, the employee may be excused from work with the deduction of sick leave for the balance of the day the injury occurs.
- C. Upon the recommendation of the attending physician that an injured employee is unable to return to work the following day, such employee may be granted leave without pay unless the employee elects to use any accumulated vacation or sick leave.
- D. During the waiting period (three days) immediately following an on-the-job injury or illness when payments under Workers' Compensation are not payable, the absence may be charged to any accumulated vacation or sick leave.

NOTE: The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a full day's regular pay from the University. Payment for vacation or sick leave is not considered in determining a "full day's regular pay". Workers' Compensation daily pay and sick leave pay shall not be pyramided to exceed 100% of the regular rate of pay.

- E. Following the three-day waiting period, an injured employee may elect to use accumulated vacation or sick leave subject to the following restrictions for time absent even though he or she is receiving benefits under Workers' Compensation:
- 1) up to one full day's vacation for each day of absence, or
 - 2) up to one day's sick leave for each day of absence.
- F. An injured employee whose injury arose out of and during the course of his or her work who is unable to return to work and who has been granted a written leave of absence shall continue to accumulate seniority and shall be permitted to accumulate vacation and sick leave allowances, for a period not to exceed one year. Such vacation and sick leave allowances may be credited to the account of the employee only upon return to an employment status.
- G. An injured employee who is still recovering, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work under the conditions set forth in Article 5, Sick Leave.

ARTICLE 16

WORKERS' COMPENSATION

- A. Workers' Compensation Insurance provides for the payment of medical expenses and compensation to any employee, hereinafter referred to as an "injured employee", who receives personal injuries arising out of and in the course of his or her employment or who incurs an occupational disease in the course of his or her employment and provides for death benefits should the accident or disease result in death.
- 1) The determination as to whether medical expenses and compensation are payable and the amount and duration of such payments are prescribed by state or other statutes and not by the University or the insurance company. In no case, however, shall the injured employee pyramid daily compensation to exceed 100% of his or her regular pay.
 - 2) A waiting period of three days is prescribed by law and no Workers' Compensation is payable for the waiting period, unless the disability shall last longer than four weeks, in which case payment for the three-day waiting period shall be allowed.
 - a) The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a regular day's pay from the University. Payment for vacation, sick leave, or for an official holiday is not considered in determining regular pay.
- B. For the purpose of computing salary and benefits in cases covered by Workers' Compensation the following computation will be followed:

- 1) The cash benefits received from Workers' Compensation will be supplemented by the University to the full regular day-time rate of pay computed to the nearest one-fourth (two hours) work day and the hours paid for by the University to the nearest two hours will be deducted from accumulated sick leave or earned vacation time being charged for the absence.
- 2) In the event the Workers' Compensation check is sent directly to the employee, he or she shall present the check to the Business Office for computation reasons or shall lose his or her right to supplemental benefits from the University.

ARTICLE 17

MILITARY LEAVE

- A. Military leave will be granted in accordance with the regulations established by the Personnel Advisory Board and Personnel Division for state employees. Such regulations are currently set forth in Subsection 4 of Section 1 CSR 20-5.020 (4), leaves

of absence, of the Code of State Regulations. A copy of the current subsection is attached as Appendix B.

ARTICLE 18

TIME OFF FOR VOTING

In compliance with the laws of the State of Missouri, the following policy is established in respect to employees of the Truman State University receiving time off with pay in order to provide them with an opportunity to vote at elections.

- A. The term "elections" as used herein shall be deemed to mean all elections which place local, state, and national candidates and/or issues before the general public.
- B. Employees who are qualified and eligible to vote at any elections held within the State of Missouri shall be relieved from duties and services at the University for a period of time for voting, which period shall not exceed three successive hours, including off-duty time, between the opening and the closing of the polls on the day of election.
- C. In providing the period of three successive hours between the opening and closing of the polls if any scheduled working time is involved, the employee shall be paid for that part of the scheduled working time for which it is necessary for the employee to be absent; provided, however, that the employee has, prior to election day, contacted his or her supervisor and requested to be absent from work for the purpose of voting.
- D. The supervisor shall have the right to specify the time which employees shall be relieved from duties and services so as to provide the three successive hours for voting, and the supervisor may assign employees to different absentee periods so as to maintain sufficient working schedules and forces at Truman State University. For example, if there are several employees working 8-12 and 1-5 p.m., the supervisor may allow some to report to work at 9 a.m. (allowing 6 a.m. - 9 a.m. as the three successive hours) and some to leave at 4 p.m. (allowing 4 p.m. - 7 p.m. as the voting period). In such cases the employee would be absent with pay one hour. Similarly, if an employee works a shift 8:30-5:30, the supervisor may specify that he or she vote during the period 6 a.m. - 9 a.m. and miss ½ hour of work or 4 p.m. - 7 p.m. and miss 1 ½ hours of work.
- E. Employees whose hours of work give them three successive hours on election day between the opening and closing of the polls when they are not on duty with the Truman State University will not be eligible for any paid time off for the purpose of voting.
- F. If an employee who commutes cannot, because of his or her travel arrangements, reach his or her voting place within the period of three successive hours between the opening and closing of the polls, he or she should arrange to cast an absentee ballot.

- G. Any employee of the University who is a resident of another state and who commutes to work from another state will be treated the same as a resident of Missouri in the case of a national election and primary held in preparation of a national election, but shall not be granted any paid time off for the purpose of state or local elections.

ARTICLE 19

CHECK-OFF OF UNION DUES

- A. Employees who desire to have their regular union dues to the Union withheld from their wages may do so under the following procedure.

Any such employee desiring to assign and to have withheld from his or her wages shall execute a "Check-Off Authorization and Assignment" which shall provide, in addition to necessary identification, the following wording:

- 1) "I, the undersigned hereby authorize my employer, Truman State University, to deduct from my wages and to pay to Local 955 or its authorized representative, initiation fees and membership dues, in such amounts as may be established by such Local Union and in accordance with the agreement between such Local Union and my employer. This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 30 days and not more than 60 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same."

- B. The assignment and deduction of union dues as provided for herein will become effective the first day of the month after the request and authorization is delivered to the University Business Office providing it is delivered to the University Business Office not later than the 15th of the month.

- C. Such employees desiring such deduction shall execute the authorization provided for herein to be delivered to the University Business Office.

- D. The University is hereby authorized, upon the filing of such requests and authorizations, to deduct from any net earnings due and payable to such employee the regular monthly dues as may be certified to the University by the appropriate union. Such deduction shall be made once each month, and the University shall, monthly, forward to the designated official of such Union, the following:

- 1) A copy of any "Check-Off Authorization and Assignment" filed as provided with the University during the preceding month.
- 2) A list of only such employees for whom the University had made a deduction showing the amount of dues deducted for each such employee.

ARTICLE 20

PAY PROCEDURES FOR DAYLIGHT SAVINGS TIME CONVERSION

- A. It is the policy of the University that when changing from Central Standard Time to Daylight Savings Time, hourly employees working only seven hours as a result of the change shall be paid for actual time worked.
- B. In returning from Daylight Savings Time to Central Standard Time, hourly employees required to work a nine hour shift shall be paid premium pay for the additional hour if in excess of 40 hours for the work week.
 - 1) Work schedules during the work week are not to be changed because of this wage-hour overtime regulation. The University has the right to establish work shifts.

ARTICLE 21

JOB OPENINGS, TRANSFERS & WORK ASSIGNMENTS

- A. Definitions: Occupational Group: one of the following: Housekeeping, Movers/Recycling, Grounds, Building/Facilities Trades, System Trades, and Boiler Plant.
Work Group: one of the following: Facilities Housekeeping, Facilities Trades, Academic Housekeeping, Movers/Recycling, Grounds, Building Trades, System Trades and Boiler Plant
- B. This Article does not limit the University's ability to make and revise individual work assignments. Nor does it limit the University's ability to convert any position to the type needed by the University.
- C. If a position opening exists in the Physical Plant Department, and the University decides to fill the position, the University will post a notice of the opening to allow qualified current Physical Plant employees to indicate an interest in the position. The notice will include a description of the position and the anticipated wage rate. All posted material is subject to University approval. Any changes to job qualifications during or after a job posting shall be reposted for an additional 3 working days. The reposting will include clarification of the updates.

For work assignment openings to be filled from within a work group, a notice will be posted at time clocks for 3 working days, and those interested must sign the original notice in the respective office (e.g. Facilities office for Facilities housekeeping assignments, and the custodial warehouse for Academic housekeeping assignments). For openings that involve transfers from outside of the work group, the notice will be posted at time clocks for 5 working days, and those interested must sign the original notice in the Physical Plant office. Because there may not be any qualified current employees who are interested in a position, the University may publicly advertise a

position opening concurrent with the internal posting. Physical plant will share a copy of the posting and the bid sheet with the Chief Steward. The University will consider, but not be obligated to, indications of interest from current employees within the same work group where a work assignment opening exists. Though a current employee may indicate an interest in a work assignment within their current work group, the University still reserves the right to keep the employee in their current assignment if it is in the best interests of the University to do so. However, under no circumstances will the University practice a pattern of discrimination against an employee showing interest in other assignments. Furthermore, the University will give 2-weeks notice before making non-temporary changes to an employee's work schedule or work area. **If the internal posting period has passed and the posting is made public, current employees may still apply for the position but will be evaluated as part of the entire application pool.**

- D. For the purpose of this article, a "transfer" means a move from one work group to another. When a current employee is moved to an opening that is in the same work group and shift, this is considered an individual work assignment. The University will make individual work assignments based on the best interests of the University taking into account indications of interest by current employees.
- E. If more than one qualified employee applies for an opening outside of their current respective work groups, the one who is most qualified will be selected. If the qualifications of two or more applicants are considered to be equal, the employee with the most seniority will be selected. The University reserves the right to determine whether the employees concerned possess the desired qualifications such as relevant experience, physical fitness, training, aptitude, motivation, etc., to fill the position. If no current employees are found to be qualified, the University will go outside the bargaining unit and outside the University to fill the position.
- F. The seniority of each full time employee consists of his or her relative tenure with respect to other full time employees as recorded in the personnel records of the University. Seniority shall accumulate from the first day of full time employment in the employee's occupational group, but no employee shall be entitled to benefits of seniority until he or she has completed the required probationary period and any extension of such period.
- G. Any employee who has satisfactorily completed his or her probationary period, and who is subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days in the new position. If at any time within this qualifying period it is determined by the University that the employee is not qualified for the position, or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. To avoid seasonal requests for job assignments, transfers shall not be granted to an employee more than once each two years, unless agreed to by all parties. The length of probationary periods is not defined by this article – see article 11.
- H. If an employee is granted a job transfer and if the step-1 wage for the new position is less than the transferring employee's previous wage, but the step-3 wage for the new

occupational group is higher than the step-3 wage for the person's previous occupational group, then the employee shall keep their previous wage until they reach a step that increases their wage. If the wage of an employee being granted a transfer is higher than the step-3 wage for the new position, the employee may be allowed to keep his or her current wage if recommended by the Director of Physical Plant and if approved by the Vice President for Administration, Finance and Planning and by the President.

ARTICLE 22

CALL-IN AND CALL-BACK AND SCHEDULED AFTER-HOURS WORK

- A. An employee "called-in" to work on a day when he or she has not been scheduled will be paid a minimum of three hours at the overtime rate for the "call-in." If the actual work hours for a "call-in" exceed three hours, the employee will be paid the actual hours worked, at the overtime rate. For example, an employee called in to work a time he or she has not been scheduled, who works 1.5 hours would be paid 3 hours at overtime rate or 4.5 hours total.
- B. An employee, who has completed his or her work schedule has left the campus and is subsequently "call-back" to work, will be paid a minimum of three hours at the overtime rate for the "call-back." If the actual work hours exceed three hours, the employee will be paid the actual hours worked at the overtime rate. If an employee is called in or called back additional times, within three hours of the previous call, he/she will not be paid more than once for call-in/call-back paid time that overlaps.
- C. Scheduled After hours work: An employee scheduled to work any time that is non-continuous with their normal work hours (therefore requiring an extra trip to and from the campus) will be paid a minimum of three hours at the overtime rate for the scheduled after-hours work. If actual time for the scheduled after-hours work exceeds three hours, the employee will be paid for the actual hours worked, at the overtime rate.
- D. An employee called to work before his or her normal shift time begins and who continues working into his or her regular shift will not be considered to be either called-in or called-back and will be paid only for all hours worked. If there is a reasonably brief period not to exceed 30 minutes between the time of completing the work for which he or she is called in early and his or her normal starting time, this time will be considered also as time worked.
- E. Each employee is expected to work when called unless excused for good and sufficient reason, which is to be administered by reasonableness and fairness. Employees called in are expected to do whatever work is necessary even though not part of their regular duties.
- F. The hours credited for work on a call-in or call-back will not include travel time to or from home as the minimum pay provision is to allow for the inconvenience and the travel time involved.

- G. Shift differential premium pay will not be paid for “call-in” and “call-back” work.
- H. In case of call-in and call-back where the employee is required to work more than four hours or where an employee is held over for an additional four-hour period, he or she will be given 30 minutes paid time off for mealtime.

ARTICLE 23

LEAVE OF ABSENCE--UNION BUSINESS

- A. A leave of absence for up to one year will be granted to a regular full time employee of the University who has been elected or appointed to an office of the Union, or as a delegate, necessitating a leave of absence. Such leaves of absence will be granted only when the requests are made in writing by the appropriate Union officer addressed to the Physical Plant Director with a copy of the request addressed to the employee's immediate supervisor. The request for leave of absence is to give the dates the leave of absence will begin and end with two weeks notice before the beginning. The leave of absence is without pay.
- B. Such leave of absence may be renewed for an additional period when circumstances warrant renewal.
- C. No more than three employees or 30 percent of the employees, whichever is lesser, in any one work group may be on a leave of absence at the same time. In no case shall more than five employees out of the bargaining unit be on such leave at the same time.
- D. An employee on leave of absence for more than 30 days will not accumulate additional seniority of University service credit, nor will he or she be eligible for University benefits. The seniority or University service credits will be frozen as of the date the leave becomes effective. On returning from a leave of absence, an employee will have to his or her credit the same seniority and University service credits, which he or she had at the beginning of the leave of absence.
- E. A person who has been on a leave of absence as provided for above will be returned to the classification he or she occupied at the time his or her leave became effective, provided he or she is physically able to do the work, has the necessary seniority, and work is available.
- F. A person returning to work after a leave of absence of more than 30 days will give the University at least two weeks notice of his or her wish to return.
- G. A person who fails to report for work within five working days after expiration of a leave of absence shall be considered as having voluntarily quit unless he or she has a reason satisfactory to the University for needing additional time before returning to work. When such is the case, arrangements for an extension of the leave must be made

with the University not later than the 14 day period following the expiration date of the leave, otherwise he or she will be considered as having voluntarily quit.

ARTICLE 24

SENIORITY

- A. A new employee entering the service of the University shall be considered as a probationary employee during the first 90 calendar days of service, and the employee will not be considered as having established any seniority rights until he or she has completed the probationary period and any extension of such period, after which seniority shall date from the employee's last date of hire.
- B. Seniority shall accumulate in the case of:
- 1) Approved leave of absence (the University will give a written notice to the employee with a copy to the Chief Steward).
 - 2) Layoffs not in excess of two years, subject to recall requirements set forth in Section C, Subsection 6, below.
 - 3) Military service, provided application for reinstatement is made in accordance with the current laws.
 - 4) Short periods of illness where a written leave of absence is not necessary.
 - 5) Other legitimate reasons approved by the University.
- C. An employee shall lose his or her seniority and employee status in the event he or she:
- 1) retires;
 - 2) quits;
 - 3) is discharged for just cause;
 - 4) is laid off for a period in excess of 24 consecutive months;
 - 5) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the University; or
 - 6) is on continuous layoff of less than two years and the University directs a notice of recall to work to the employee's last known address on the University's records and the employee fails to report for work within five days after being called by the University, and the Union is given 48 hours in which to locate

such employee and arrange for his or her reporting to work. Responsibility for informing the University of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two weeks, however, he or she shall be expected to return to work at the time specified by the University. The University may make exception to these time limits for good and sufficient reason.

- D. If an employee is rehired following a loss of seniority and employee status, as set forth immediately above, he or she shall be considered a new employee at the time of rehire.
- E. Any employee in the bargaining unit transferred by the University to a position which is excluded from the coverage of this Agreement may return to the bargaining unit within one year after date of transfer without loss of seniority. However, after one year, he or she will no longer accumulate seniority and will lose all seniority.
- F. Seniority lists shall be brought up to date at least annually as of July 1, and shall be posted in a conspicuous place. If an error is noted by an employee, he or she must call it to the attention of the University within 30 days.

ARTICLE 25

LAYOFF, REHIRING, AND JOB ABOLISHMENTS

- A. In the event it is necessary to adjust the work force, employees so affected may exercise their seniority within their occupational group, provided they are qualified as defined in Article 21.
 - 1) In exercising seniority, employees may go to a job in the same wage rate as their present job or to a lower rated job.
- B. Rehiring will be affected in the reverse order of layoff.

ARTICLE 26

GRIEVANCE PROCEDURES

If there arise disputes between the University and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of this Agreement, such dispute shall be settled in the following manner:

- A. The employee having a grievance shall first take it up with his or her supervisor, within three working days from the occurrence of the matter about which the employee grieves, and every reasonable effort will be made to settle the problem promptly at that point. The employee shall have the right to have a steward present.

- B. If the matter is not settled within the above three working days period, the grievance shall be reduced to writing, signed by the employee, and the Union Representative and the employee shall take it up with the Physical Plant Director within five additional working days.
- C. If the matter is not settled within the above five working day period, the Union Representative shall appeal it to the President's designee within five additional working days. The President's designee shall, at the request of the grieving employee, schedule a meeting with all parties involved in the grievance for the purpose of reviewing the grievance. The President's designee will provide written answers to the grieving employee and the Chief Steward/Field Representative within 5 working days from the hearing. If the grievance is resolved, no further action will be necessary.
- D. If a settlement is not reached within the above five working day period, the Union shall have the right to request arbitration by serving notice in writing within 25 working days after the occurrence of the matter about which the employee grieves.
- E. Grievances not processed within the time limits set forth above or signed by the aggrieved employee may be considered in the grievance procedure but will not be subject to arbitration.
- F. It shall be understood that events which occurred before the signing of this agreement shall not form the basis for a grievance. This shall not limit the rights of any employee under the law.

ARTICLE 27

GRIEVANCE INVESTIGATION

- A. During all times when employees covered by this agreement are working, any officer of the Local or International Union shall have access to the University for the purpose of investigating or handling grievances. As a matter of courtesy, Union officials shall notify the Physical Plant Director of their arrival on campus. In no case shall such a visit be allowed to interfere with the scheduled work of the employees.
- B. One steward within a department, upon request made to the department supervisor, will be granted a reasonable time to investigate any grievance arising in the department during his or her scheduled working hours without loss of pay within a department. He or she must, however, report back to his or her supervisor promptly when his or her part in the grievance investigation has been completed. All other stewards shall utilize rest break time or meal time or their own time in resolving or in investigating grievances. In no case shall any stewards interfere with the work of the employees.
- C. The Chief Steward, upon request made to his or her supervisor, will be granted a reasonable time to investigate and process grievances during steps B and C during his or her scheduled working hours without loss of pay.

ARTICLE 28

STEWARDS

- A. The Union will furnish to the University, in writing, the names of any stewards authorized to act in behalf of the Union.

ARTICLE 29

SAFETY

Both parties recognize the great importance of maintaining safe and efficient practices at the University. It is agreed that all employees will be alert to any condition which may cause accidents or injury and are duty bound to report such conditions immediately to management. It is agreed that management will promptly investigate such conditions and if it finds the conditions unsafe it will take appropriate corrective action.

First aid supplies shall be made available in areas designated by the University.

For each employee whose job entails potential exposure to Hepatitis virus, the University will make arrangements for them to voluntarily receive Hepatitis vaccinations. The University will reimburse these employees for their out-of-pocket costs for these vaccinations.

ARTICLE 30

ARBITRATION

- A. If a grievance or dispute is not amicably adjusted, the Union may submit the grievance or dispute for final decision by an arbitrator. If the Union desires to submit the dispute to arbitration, notice must be given in writing to the University, and a joint request will be made of the Federal Mediation and Reconciliation Service to submit a list of five arbitrators. After the receipt of said list, the parties hereto shall strike names alternately from said list, with the Union striking the first name, until one name remains. The remaining name shall be appointed the impartial arbitrator.
- B. The sole function of the impartial arbitrator shall be to interpret the meaning of the articles of this Agreement, and it shall in no way be construed that the arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have no authority to consider more than one grievance, unless the parties mutually agree to the contrary.
- C. The arbitrator's decision shall be in writing and shall be binding upon all parties concerned. It is understood and agreed that upon mutual consent of both the University and the Union, the impartial arbitrator may be selected by mutual consent without applying all the provisions of this article. The University and the Union agree that the

expenses of the impartial arbitrator, travel, miscellaneous expenses, except for the expenses of each party's own witnesses, shall be borne equally by each party.

ARTICLE 31

STRIKES AND OTHER INTERFERENCES

The University agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the operations or any part thereof or curtailing any operations for economic reasons shall not be construed to be a lockout. The Union, its officers, agents, members and employees covered by this Agreement agree that there shall be no picketing, other than informational picketing which does not lead to a work stoppage, or interference with deliveries, there shall be no strikes, sit-downs, slow-downs, stoppages of work, or any unlawful acts that interfere with the University's operations and that they will take affirmative action to prevent and stop any that occur in disregard to this commitment. The Union, its officers, agents, members and employees covered by this Agreement further agree to cooperate with the University and to support the University's efforts to assure a full day's work on the part of the employees covered by this Agreement and that they will actively combat absenteeism and other practices detrimental to the efficient functioning of the University. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE 32

SUPERVISORS

- A. Supervisors shall be appointed by the University and shall work or supervise as directed by the University, and the number, work assignments, and relationships to each other, to the employees, and to the University shall be at the discretion of the University. Supervisors are not a part of the bargaining unit nor are they covered by the terms of this agreement.
- B. The question of supervisory status may be submitted to arbitration under the standards set forth in the National Labor Relations Act.

ARTICLE 33

GROUP INSURANCE

The University agrees to provide for bargaining unit employees the same insurance coverages that are provided by the University for non-bargaining unit hourly paid

employees. Any modification or termination of the insurance coverage for non-bargaining unit hourly paid employees will automatically apply to bargaining unit employees.

ARTICLE 34

WAGES

The **2024 Policy for Unit I Wage Rates**, as approved by the Board of Governors, which established the current wage rates, will be attached as Appendix A. The wage rates became effective on **January 1, 2024**, and will continue until changed by the Board of Governors.

ARTICLE 35

WAGE REOPENING

Either the University or the Union by giving at least 60 days written notice prior to **January 1, 2025** (or any subsequent annual anniversary of July 1st while this memorandum is still in force) may reopen this memorandum for the sole purpose of negotiating changes in the wage rates schedule which is then in force. If either party has served notice of its intention to terminate or modify this memorandum under the provisions of Article 39, Effective Dates, then the applicable wage rates schedule shall end at the same time as the Memorandum of Agreement, and a new wage rates schedule shall be one of the topics of discussion for any new memorandum of agreement.

ARTICLE 36

SAVINGS CLAUSE

In the event that any provision of this memorandum shall at any time be declared invalid by any court or administrative agency of competent jurisdiction, or the Attorney General of Missouri, the decision shall not invalidate the entire memorandum, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE 37

PROGRESSIVE DISCIPLINE

The University agrees with the tenets of progressive disciplinary steps and shall not discipline or discharge an employee without just cause. Progressive discipline will include the following steps:

1. Oral warning
2. Written reprimand
3. Suspension
4. Discharge

Written University policy for progressive discipline can be found in the Staff Handbook on the Human Resources web page.

In some cases, a disciplinary step may be skipped if the nature of the performance or behavior problem warrants. If a disciplinary step is skipped, notification will be given to a Union representative prior to the disciplinary action.

Major offenses such as violence or threats of violence, timecard fraud, theft, intoxication on the job, or conviction of a felony, shall fall under summary discharge and employees may be terminated even for the first offense. (Felony convictions must be reported to Human Resources.)

If an employee has a disciplinary action(s) taken against him or her and if subsequently, the employee has no disciplinary actions taken against him or her for a period of 24 months, the progressive discipline process will start anew.

Employees covered under this Agreement may request Union representation in any possible disciplinary situation. Employees may request to have a union steward/union representative present during disciplinary/investigatory discussions with management. Management shall make every effort to allow for union representation not to exceed a two hour wait time for union steward/union representative to be present.

Management is not required to inform the employee of his/her rights, it is the employee's responsibility to know and request representation per their contract rights.

ARTICLE 38

EMERGENCY CLOSURE

In certain unusual and emergency circumstances, campus operations may be temporarily suspended (such as cancellation of classes) through partial or full campus closure. In full closure, classes are cancelled, the majority of academic and administrative operations are suspended, and employees (except those who are designated as being situationally critical for the event) are instructed that they should not report to work. Even in full closure some campus operations must be maintained such as the power plant, public safety and residential life. The necessity or feasibility of maintaining these operations will vary by the circumstances causing the closure, such as weather, health conditions, natural or man-made disasters, etc.

All announcements of changes in operations will be released by the President's Office through established campus processes. Only the President has the authority to cancel classes and/or suspend campus operations in part or in full. The President may place into immediate effect any emergency regulations and procedures deemed necessary or appropriate to meet the emergency, safeguard persons and property and maintain educational activities.

Situationally critical employees are defined as those employees designated as critical to the operation of the University and who may be required to work by their supervisor during a temporary closing. Situationally critical employees may differ, depending on the nature of the emergency. Situationally critical employees will be expected to promptly respond when called for emergency situations, unless excused for good and sufficient reason.

Pay Procedures for Nonexempt Employees: Regular nonexempt employees who are not required to work during full closure will continue to receive their regular pay for the duration of the closure, not to exceed 5 work days, based on their normal schedule. Those employees who are designated as situationally critical and who are required to work during full closure will receive their regular rate of pay up to their regular FTE. In addition, they will receive time and a half for all hours actually worked. Should a closure extend beyond 5 days, regular employees may use accrued vacation, sick leave or take leave without pay.

ARTICLE 39

EFFECTIVE DATES

This agreement shall be effective **January 1, 2024**, and shall remain in effect until **January 1, 2027**, and shall continue in effect thereafter from year to year unless notice by certified mail is given by either party to the other party of intention to terminate or modify this memorandum (other than a reopening of wage rates under Article 35) at least 60 days prior to **January 1, 2027**, or at least 60 days prior to any subsequent annual anniversary date of January 1st while this memorandum is still in force. If notice of intention to terminate or modify this memorandum is properly and timely given by either party, then this Memorandum of Agreement shall end on the applicable anniversary date of January 1st.

ARTICLE 40

NEW EMPLOYEE ORIENTATION

The University agrees to provide an informational pamphlet about the Union to all new employees who will be covered by this agreement at the time of the employee's onboarding. The Union is responsible for providing this pamphlet to the University for approval and for distribution. The Union Steward will be notified once each month of the names of new employees who will be covered by this agreement.

In Witness Whereof, the parties have executed this Memorandum of Agreement in duplicate on the date

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO,
LOCAL NO. 955

TRUMAN STATE UNIVERSITY

By _____
David Riney, Business Manager
Laborers Local 955

By _____
Susan L. Thomas, President
Truman State University

Date approved by the membership

Date approved by the Board of
Governors _____

Date signed by the Business
Manager _____
Brandon Flinn, Missouri-Kansas
Laborers District Council (MKLDC)

Date signed by the President of
of the University _____

APPENDIX A
POLICY FOR WAGE RATES

2024 Policy for Unit I Wage Rates

The hourly wage rates for employees in Unit I are to be the following amounts during the 2024 calendar year. These starting wages increase by 5% to 7%.

WAGE RATES FOR UNIT I

<u>Wage Status</u>	<u>Controls Technician</u>	<u>Grounds Mechanic</u>
Step 1	\$22.39	\$16.71
Step 2	\$23.46	\$17.25
Step 3	\$24.64	\$17.90

<u>Wage Status</u>	<u>Mechanical Services</u>	<u>Building Trades</u>
Step 1	\$17.64	\$17.08
Step 2	\$18.60	\$17.93
Step 3	\$19.36	\$18.57

<u>Wage Status</u>	<u>Groundskeeper/ Mover/Laborer</u>	<u>Housekeeper</u>
Step 1	\$14.09	\$13.75
Step 2	\$14.72	\$14.37
Step 3	\$15.21	\$14.90

Step 1 = Starting Pay

Step 2 = 1st year anniversary

Step 3 = 2nd year anniversary

Individuals on Step Schedule receive applicable increases on anniversary date.

Current non-exempt staff above the scale will receive a raise as follows:

<u>Hourly Pay</u>	
Up to \$19.23	+5.0%
\$19.24 – \$28.85	+4.0%

APPENDIX B

STATE REGULATIONS FOR MILITARY LEAVE

Section 40.490 RSMo extends the protections for servicemembers found in into Missouri law as well. Under this statute:

- Members of the National Guard ordered to state emergency duty for such reasons as natural disasters, peace disturbances, etc. by the Governor, or any member of the Reserves who is called to active duty are entitled to the same reemployment rights provided by USERRA and applicable Missouri law upon being relieved from such duty.

Section 41.730 RSMo prohibits discrimination against National Guardsmen and Reservists or interference with their military service. This statute specifically prohibits employers from:

- Discharging a person from employment due to membership in the Missouri National Guard; or
- Hindering the servicemember from performing any National Guard service; or
- Dissuading a person from enlisting in the National Guard by threat or injury to them in respect to their employment, trade or business, should they thereafter enlist.

Violation of this statute is a misdemeanor.

Section 41.942 RSMo provides for a leave of absence without loss of status or benefits for government employees serving in the National Guard or the Reserves. This statute provides protections separate from those provided in section 105.270 (discussed below), and applies to any public employee. Employees must provide documentation of their military service. Section 105.265 RSMo applies to all public employees who are entitled to life insurance benefits as a state employee or a member of a state retirement system, who are members of the National Guard or Reserves and called to military service during a time of active armed warfare. The statute provides that such persons are entitled to continuation of their life insurance benefits for the duration of such military deployment, subject to the terms of their policy.

Section 105.270 RSMo applies to all public employees who are members of the National Guard or the Reserves and affords such persons a leave of absence from their employment without loss of pay, regular leave, impairment of efficiency rating, or of any other rights or benefits for all periods of military service not to exceed a total of 120 hours in any federal fiscal year (1 October to 30 September). Servicemembers are required to provide documentation of their service before any payment of salary is made covering the period of the leave. This statute also prohibits discharging any member of the National Guard because of being a member therein; hindering such persons from performing military service; and discriminating against or dissuading public employees from enlisting or continuing service in the National Guard by threat or injury to him in respect to his employment. Violation of this provision is a misdemeanor.

Finally, Executive Order 10-24, which applies to executive agencies of state government, prohibits discrimination based on veteran's status in state executive agency employment decisions and in the provision of state services or benefits.

APPENDIX C

BOARD OF GOVERNORS -- FAMILY AND MEDICAL ACT

10.060. Family and Medical Leave Act (FMLA). This policy sets forth employees' rights and obligation under the Family and Medical Leave Act of 1993 (FMLA). The FMLA is a federal law that entitles eligible employees to up to 12 workweeks of job-protected leave during any 12-month period to care for a new child, care for a seriously ill family member, or recover from a serious illness. The FMLA entitles eligible employees to unpaid leave. However, the University provides employees with some paid leave for FMLA qualifying reasons. See Section 10.070.

10.060.1. Definitions.

Child – A child is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

Covered Service Member – A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Covered Veteran – An individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Eligible Employee – An eligible employee is one who has been employed by the University for a total of at least twelve (12) months at the time of the leave of absence, and has actually worked at least 1,250 hours during the 12-month period immediately preceding the leave. The 12-months of employment do not have to be consecutive. If the employee has a break in service that lasted seven (7) years or more, the time worked prior to the break will not count unless required by law.

Intermittent and Reduced Schedule Leave – Leave taken to care for an employee's covered family member, the employee's own serious health condition, or to care for a qualified service member may be taken intermittently or on a reduced leave schedule when medically necessary, provided a health care provider certifies the expected duration and schedule of such leave. Leave for military exigency may also be taken intermittently or on a reduced leave schedule. Employees who are approved for intermittent FMLA leave must continue to comply with the normal call-in procedures to the extent possible. Employees taking intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be required to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position. Intermittent leave and/or a reduced schedule leave may be taken for the birth or adoption of a child or placement with the employee of a child for foster care if approved by the employee's direct supervisor and may not extend beyond 12-months after the birth,

adoption, or placement of a child for foster care. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the University's operations.

Parent – A biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents “in law.”

Serious Health Condition – A serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such inpatient care);
- b. Period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - i. Treatment by or under the orders of a health care provider on at least two (2) occasions within the first thirty (30) days of the incapacity; or
 - ii. Treatment by a health care provider on at least one (1) occasion within the first seven (7) days of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider.
- c. Any period of incapacity due to pregnancy, or for prenatal care;
- d. Chronic serious health condition requiring periodic visits (defined as a least twice per year) for treatment by or under the supervision of a health care provider that continues over an extended period of time and may cause an episodic rather than a continuing period of incapacity;
- e. Permanent or long-term conditions requiring supervision for which treatment may not be effective; or
- f. Multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Spouse – The person with whom an employee has entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either:

- a. Was entered into in a state that recognizes such marriages; or
- b. If entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

10.060.2. FMLA Leave Entitlement.

1. Subject to the requirements described in this policy, an eligible employee may take up to 12 workweeks of leave in a 12 month period for one or more of the following reasons:
 - a. The birth of a child or placement of a child with the employee for adoption or foster care; leaves for birth, adoption, or foster care must be taken with 12-months of the event;

- b. To care for the employee's spouse, child, or parent, with a serious health condition, as certified by a health care provider;
 - c. For a serious health condition that makes the employee unable to perform the essential functions of the employee's job; or
 - d. For any qualifying exigency arising out of the fact that an employee's spouse, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).
2. The 12-month period is measured forward from the date the eligible employee takes FMLA leave.
 3. Spouses who are eligible employees are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:
 - a. Leave to care for a parent with a serious health condition
 - b. Birth of a child and bonding with the child;
 - c. Placement of a child for adoption or foster care and bonding with the child.

10.060.3. Leave Entitlement to Care for a Covered Service Member.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness, when the employee is the spouse, child, parent, or next of kin of the covered service member. The single 12-month period for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. The single twelve (12) month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later. Covered service members include:

- a. A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness; or
- b. A veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five (5) year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member. For a current service member, a serious injury or illness is one that may render the service member medically unfit to perform military duties. For a veteran, a serious injury or illness is one that rendered the veteran medically unfit to perform military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

Military caregiver leave is available to an eligible employee once per service member, per serious injury or illness.

10.060.4. Use of Paid Time While on FMLA Leave.

Employees must use all available paid sick, vacation, and parental leave while on FMLA leave. Once paid leave time is exhausted, FMLA leaves are without pay.

10.060.5. University Notice of the Need for FMLA Leave.

When the leave is foreseeable, the employee must provide thirty (30) days advance notice. Otherwise, the employee must notify the university as soon as practicable upon learning of the need for leave.

10.060.6. Medical Certification.

If the requested leave is for a serious health condition of the employee, the employee will be required to prove a health care provider's certification providing information regarding the condition and inability to perform one or more essential functions of the job within fifteen (15) calendar days after the employer's request. If the requested leave is to care for a covered family member, the employee will be required to provide, within fifteen (15) calendar days after the employer's request, a health care provider's certification providing information as to the serious health condition and stating that the employee is needed to care for the family member. The university may request subsequent re-certifications during the course of the leave in accordance with the limitations set forth in the FMLA regulations. Updated work absence statements from the healthcare provider are required for all leave extensions.

Records and documents relating to medical certifications or re-certifications of employees or employees' family members will be maintained as confidential medical records in Human Resources, subject only to the limited exceptions set forth in the FMLA regulations. FMLA may be denied if requested certifications are not provided within prescribed time limits.

10.060.7. Benefits.

During FMLA leave, an employee is eligible to continue participation in the University's employee benefit programs. In order for the coverage to be continued, the employee will be responsible for the employee's portion of the cost.

10.060.8. Return to Work.

A health care provider's statement will be required for return to work from the employee's own serious health condition, including after the birth of a child. The return to work form must be presented before the employee may be returned to the work schedule. The return to work form must document the nature and duration of work restrictions if any. If the employee is able to return to work earlier than the date indicated, the employee will be required to notify the supervisor and/or the campus Human Resources office at least two (2) workdays prior to the date the employee intends to return for work. The department will return the employee to the same position held before the leave or an equivalent position. The employee will be provided the level of benefits and seniority held before the leave.

10.060.9. Exhaustion of FMLA Leave.

An employee who has exhausted all FMLA leave and needs additional leave due to an FMLA qualifying condition or event may, with their supervisor's permission, remain on

leave for up to an additional 4 workweeks. During this time the employee must use all available compensatory time, vacation, and/or sick leave.

10.060.10. Failure to Return to Work.

If the employee fails to return to work following the expiration of the FMLA leave and has not requested an extension of the leave, the employee will be considered to have voluntarily resigned from the university as of the day the leave paperwork expired.

10.070.3. Paid Parental Leave.

Purpose. The purpose of Paid Parental Leave is to enable employees to care for and bond with a newborn child, a newly adopted child, or a newly placed foster child.

Eligibility. Paid Parental Leave is FMLA leave. Therefore, employees must meet all FMLA eligibility requirements in order to receive Paid Parental Leave. Any leave taken under this policy will be counted as FMLA leave. All other requirements and provisions under the FMLA will apply.

Amount of Paid Parental Leave. Employees will be paid at their regular rate of pay for up to seven (7) workweeks following the birth or placement with the employee of a child for adoption or foster care. Employees must take all available Paid Parental Leave within 12 months of the birth, adoption or placement of the child. Paid Parental Leave may not be used or extended beyond this 12-month period. Paid Parental Leave cannot be carried forward for future use, transferred to another employee, or paid monetarily at the time of the employee's separation from employment. If both parents are employed by the University and meet eligibility requirements, then each parent is entitled to seven (7) workweeks of Paid Parental Leave. An employee will not receive more than seven (7) workweeks of Paid Parental Leave during a 12-month period from the first day Paid Parental Leave is used, regardless of whether more than one qualifying event occurs within that 12-month period. The birth, adoption or placement of multiple children does not entitle the employee to more than seven (7) workweeks of Paid Parental Leave.

Requesting Leave. The employee will provide his or her supervisor and the Human Resources Office with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources Office to substantiate the request.

Other Leave Accruals. Employees will continue to accrue sick time and/or vacation time while on Paid Parental Leave.