

**Understanding of Policies
Service/Maintenance Employees**

UNDERSTANDING OF POLICIES

THE UNIVERSITY OF MISSOURI

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS', LOCAL 148, AFL-CIO

**WHO SUBMIT THE ATTACHED TO THE PRESIDENT OF THE UNIVERSITY OF MISSOURI AS PROVIDED FOR
IN SECTION 105, 520, RSMO.**

January 25, 2015

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I. INTRODUCTION

A. PREAMBLE

WHEREAS certain employees at Missouri University of Science and Technology and the University of Missouri-St. Louis have elected to be exclusively represented by International Union of Operating Engineers', Local 148, AFL-CIO, hereafter referred to as Local 148.

WHEREAS, representatives of the University have met, conferred and discussed with the Union certain aspects of the University's personnel policies and procedures represented in this document.

NOW, THEREFORE, BE IT RESOLVED, that this document represents such discussions.

B. DEFINITIONS

Regular Employee: A regular employee is an Administrative, Service and Support staff member expected to work at least 75 percent FTE with an indicated appointment duration of at least nine (9) months. All regular employees are benefit eligible. Service credit under the UM retirement program requires a minimum of 1500 hours worked per year.

Variable Hour Employee: A Variable Hour employee is an Administrative, Service and Support staff member whose appointment does not qualify for regular employee status as defined. Employees may be reappointed beyond the initial appointment, but in no instance may a Variable Hour employee work 1500 hours per year (September 1 to August 31).

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II. RECOGNITION

- A. The Board of Curators recognizes International Union of Operating Engineers', Local 148, AFL-CIO as the exclusive bargaining agent representing certain service & support employees within the University for the purpose of discussing general working conditions, employee benefits and services, opportunities for training, and grievances with the University administration.

Service and support employees represented by this exclusive bargaining agent are employed by the University of Missouri and include regular service and support employees, excluding secretarial and clerical employees, technical and professional employees, student employees, Variable Hour employees, campus police and security guards, confidential, managerial, supervisory, and administrative staff and faculty members.

- B. The Board desires to make clear:

1. Employees are not required to become or remain a member of any recognized union.
2. Any employee may personally discuss with or present to the administration, and through the administration to the Board of Curators, any problem or suggestion concerning the employee's job or working conditions.
3. No discrimination of any kind will be made in favor of or against any employee for becoming or for not becoming a member of a recognized union.
4. Any type of attempted coercion, including striking and picketing, will not be condoned.
5. The University will not relinquish any of its legal responsibilities to appoint, remove and fix the compensation, terms and conditions of employment of its employees.

III. UNION BUSINESS

A. UNION STEWARDS

The union will furnish to the University, in writing; the name of any steward authorized to act in behalf of the union.

B. MEET AND CONFER REPRESENTATIVES

Representatives of the unit representing the union at meet and confer conferences shall be given release time at regular pay for the time spent in such conferences. This group shall include up to four (4) members each from Rolla and St. Louis.

C. GRIEVANCE INVESTIGATION REPRESENTATIVES

The Business Representative of the Local or International Union may investigate grievances within the employer's premises and may contact other employees briefly pursuant to the investigation provided that such contact does not interfere with the continuity of operations or otherwise prevent any employee from performing his/her normal duties.

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D. BULLETIN BOARDS

The employer shall designate bulletin boards at mutually agreeable locations or other methods of communication to be used for the posting of approved notices about the union and its activities. Existing bulletin board privileges shall continue.

E. INFORMATION TO UNION

Job posting notices shall be provided to the union. Job bidding information shall be made available upon request. Job classification specifications will be made available upon request.

F. MEET AND CONFER/ANNUAL DISCUSSIONS

It is understood that union eligible employees are covered by University and Board policy. During annual meet and confer sessions union recommendations concerning University and Board policy will be discussed with University administration. Policy changes will normally be implemented September 1. Other changes in wages and general conditions of employment will be discussed with the representatives.

G. CHECK-OFF OF UNION DUES

1. POLICY

- a. Any employee within the recognized bargaining unit desiring to assign and have dues withheld from his/her wages shall execute a "Request and Authorization for Deduction of Organization Dues", which shall provide, in addition to necessary information, the following wording:

"Beginning _____, I, the undersigned, do hereby assign to International Union of Operating Engineers', Local 148, and hereby authorize the Curators of the University of Missouri to deduct from any net wages due to me and pay to said union such sum monthly as shall equal the monthly membership dues as may be from time to time established and certified by said union to the Curators of the University of Missouri."

"This assignment and authorization shall remain in full force and effect until January 1 after delivery by me to the Curators of the University of Missouri of a written revocation."

- b. The assignment and deduction of union dues will become effective the first day of the month after the request and authorization is delivered not later than the 25th of the month to Human Resource Services
- c. Such employees desiring such deduction shall execute the authorization provided for in a. to be delivered to Human Resource Services.
- d. Regular employees in classifications within the recognized bargaining unit will be eligible for membership and may choose to authorize check-off of union dues. Such membership does not alter any other section, policy or procedure outlined herein and does not make the provisions of this document, unless otherwise stated, applicable to Variable Hour employees

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2. **The Office of the Vice President for Human Resources of the University of Missouri 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 Office of the Vice President Human Resources by Local 148 Such deduction shall be made twice each month, and the Office of the Vice President for Human Resources shall, monthly, forward to the designated official of such union;**
 - a. **A copy of any Request and Authorization for Deduction of Organization Dues filed as provided with the University during the preceding month**
 - b. **A list of only such employees for whom the Office of Vice President for Human Resources had made a deduction showing the amount of dues deducted for each such employee**
 - c. **The total amount of such dues withheld, less the monthly cost to the University of such dues deductions.**

3. **Any employee who has executed and filed with the Curators of the University of Missouri a Request and Authorization for Deduction of Organization Dues as hereinabove provided, may during the period December 1 through December 31 annually, terminate such assignment and revoke such authorization by executing, at the office provided above, a Withdrawal of Authorization for Deduction of Organization Dues (UMUW Form 70) , which shall, in addition to the necessary identification, contain the following language:**

"I, the undersigned, do hereby revoke my assignment to, and authorization to deduct dues from my wages for International Union of Operating Engineers', Local 148, effective with the first payroll period beginning on or after the first January 1 following the date of this revocation."

The Office of the Vice President for Human Resources shall forward to the designated official of such union a copy of any "Withdrawal of Authorization for Deduction of Organization Dues" notices filed with the Office of the Vice President for Human Resources during the month of December.

4. **The Office of the Vice President for Human Resources is hereby authorized to make such rules and regulations as may be necessary or desirable to carry into effect the terms of this resolution.**

IV. EQUAL EMPLOYMENT/NON-DISCRIMINATION

A. POLICY

The Curators of the University of Missouri do hereby reaffirm and state the policy of the University of Missouri on Equal Employment Opportunity in all employments at the University of Missouri. Equal opportunity shall be provided for all employees and applicants for employment on the basis of their demonstrated ability and competence without discrimination on the basis of their race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, age, disability, and status as Vietnam era veteran.

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B. DISCRIMINATION GRIEVANCE PROCEDURE

Equal opportunity is and shall be provided for all employees and applicants for employment on the basis of their demonstrated abilities and competencies without discrimination on the basis of their membership in a protected class as defined above. In the event that an employee or former employee at the University of Missouri believes discriminatory action has taken place based upon his/her membership in a protected class, a complaint may be filed under the grievance procedure outlined in Section X. Prior to utilizing the steps outlined in the grievance procedure, the individual who believes that discrimination has occurred may consult with the campus official with responsibility for affirmative action/equal opportunity. This official will counsel and advise the complainant regarding the protection offered by various discrimination laws regarding the filing and processing of a complaint with the University of Missouri. Employees shall be free from any restraints, interferences, coercion or reprisal as a result of filing a complaint, serving as a witness or seeking information regarding the grievance procedure.

V. POSITIVE WORK AND LEARNING ENVIRONMENT

The University of Missouri is committed to providing a positive work and learning environment where all individuals are treated fairly and with respect, regardless of their status. Intimidation and harassment have no place in a university community. To honor the dignity and inherent worth of every individual student, employee, or applicant for employment or admission is a goal to which every member of the university community should aspire and to which officials of the university should direct attention and resources. Employees who believe this policy has been violated in their employment relationship with the university may use the staff grievance procedure. This policy shall not be interpreted in such a manner as to violate the legal rights of religious organizations, or military organizations associated with the Armed Forces of the United States of America.

VI. SEXUAL HARASSMENT

A. SUMMARY

In accord with providing a positive discrimination-free environment, the University intends that sexual harassment in the work place or the educational environment is unacceptable conduct. Sexual harassment is subject to discipline, up to and including separation from the institution. This policy aims for an increased awareness regarding sexual harassment by making available information, education and guidance on the subject for the University community.

B. DEFINITION

Sexual harassment is defined for this policy as either unwelcome sexual advances or requests for sexual activity by a University employee in a position of power or authority to a University employee or a member of the student body; or other unwelcome verbal or physical conduct of a sexual nature by a University employee or a member of the student body to a University employee or a member of the student body, when submission to or rejection of such conduct is used explicitly or implicitly as a condition for academic or employment decisions, or the purpose or effect of such conduct is to interfere unreasonably with the work or academic performance of the person being harassed, or the purpose or effect of such conduct to a reasonable person is to create an intimidating, hostile, or offensive environment.

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C. NON-RETALIATION

This policy also prohibits retaliation against any person who brings an accusation of discrimination or sexual harassment or who assists with the investigation or resolution of sexual harassment. Notwithstanding this provision, the University may discipline an employee or student who has been determined to have brought an accusation of sexual harassment in bad faith.

D. REDRESS PROCEDURES

Members of the University community who believe they have been sexually harassed may seek redress, using two options: He/she may pursue appropriate informal resolution procedures as defined by the individual campuses. These procedures are available from the campus Affirmative Action/Equal Opportunity Officer. He/she may also initiate a complaint or grievance within the period of time prescribed by the applicable grievance procedure. Faculty are referred to the Collected Rules and Regulations, Section 370.010, "Academic Grievance Procedures"; staff to Section 380.010, "Grievance Procedure for Administrative, Service and Support Staff" and students to Section 390.010, "Discrimination Grievance Procedure for Students." Pursuing a complaint or informal resolution procedure does not compromise one's rights to initiate a grievance or seek redress under state or federal laws.

E. DISCIPLINE

Upon receiving an accusation of sexual harassment against a member of the faculty, staff, or student body, the University will investigate and, if substantiated, will initiate the appropriate disciplinary procedures. There is a five (5) year limitation period from the date of occurrence for filing a charge that may lead to discipline.

An individual who makes an accusation of sexual harassment will be informed at the close of the investigation, whether or not disciplinary procedures will be initiated; and at the end of any disciplinary procedures, of the discipline imposed, if any.

VII. DRUG/ALCOHOL ABUSE IN THE WORKPLACE

A. SUMMARY

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on all University-owned or controlled property and at University sponsored or supervised activities. The unlawful possession, use and/or distribution of alcohol is also prohibited on all University-owned or controlled property and at University sponsored or supervised activities. Violations of this policy may result in discharge or other discipline in accordance with University policies and procedures covering the conduct of faculty, staff and students. The University has an obligation to provide a healthy and safe environment for all students, employees and visitors to its campuses.

B. RESOURCES

The University offers resources to employees and students, including: education and information about the dangers of drug and alcohol abuse in the workplace; and drug and alcohol counseling and rehabilitation programs available through the University's Employee Assistance Program and/or community agencies. Access to the Employee

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Assistance Program may be by self-referral as well as referral by the supervisor. Such referrals will respect individual confidentiality.

C. EMPLOYEE'S OBLIGATIONS

Employees must notify the University of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

D. UNIVERSITY OBLIGATIONS

The University must notify the contracting agency within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of such conviction.

E. The union and University agree in principle that the University will begin drug testing under reasonable suspicion and, in addition, will begin pre-employment testing for health and safety sensitive positions. However, the University will reach mutual agreement with union representatives prior to implementing policies.

VIII. SENIORITY

- A.** It is the desire and intent of this article to preserve the principle and policy that, all things being equal, job security and promotion shall be commensurate with an employee's seniority. The University reserves the right to determine if an employee is in good standing before he/she may use his/her seniority. An employee who is on disciplinary review, or whose record contains suspension or two (2) written disciplinary letters is not in good standing for purposes of the bidding procedure for a six (6)-month period.¹ The University, however, reserves the right, in any given instance, to determine if the employee is in good standing and possesses other relevant qualifications, such as physical fitness, ability, training, skill, etc., to fill the position.
- B.** The seniority of each regular employee consists of his/her relative tenure with respect to other regular employees by (1) occupational group within his/her respective department, (2) department, (3) seniority in a union eligible position AND (4) University seniority
- C.** Seniority shall accumulate from the first day of regular employment in the employee's group or special skill, but no employee shall be entitled to benefits of seniority until he/she has completed six (6) months of regular service at the University.
- D.** An employee's earned seniority shall not be lost because of absence due to an authorized leave of absence. During a work-related injury or military leave of absence, an employee continues to accrue seniority. During a layoff leave of absence, an employee does not accrue seniority. Eligible employees with a minimum of five (5) years of continuous regular employment with the University immediately prior to layoff, will be placed on a layoff leave of absence for one (1) year from the effective date of layoff. Eligible employees with less than five (5) years of continuous regular employment with the University immediately prior to layoff, will be placed on a layoff leave of absence for three (3) months from the effective date of layoff; provided, however, the layoff leave of absence may not exceed a contract end date, if any. During the layoff leave of absence, the employee will be eligible to participate in the University's benefit programs.

¹Documentation of an oral warning should not be considered a written warning.

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Employees who are notified of layoff, or who are in layoff status, may transfer to another department (through normal bidding) and retain seniority in the department from which they are laid off for a period of one year from the date of transfer or the effective date of their layoff, whichever comes first, but they do not continue to accrue seniority during the layoff leave of absence.

- E. The University shall, in its sole discretion, after a layoff or reduction of work force, determine the occasion and the advisability of recall of part or all of the laid off employees. The University shall consider seniority, abilities and qualifications, as well as the nature of the jobs for which employees will be recalled.
- F. When a promotion vacancy occurs, the employee in such occupational group and department who, in the determination of the University, has the longest seniority, greatest ability, skill, training and other relevant qualifications to fill the opening, shall be selected; provided that, in the event these factors are considered equivalent as between employees, the employee with the longest seniority shall be selected.
- G. It is intended that layoffs be governed by the same provisions and principles which apply to a recall following a layoff, but in reverse order. If the abilities, skills, training and other relevant qualifications to fill existing positions are considered equivalent between employees, the employee with the longest seniority in his/her occupational group or special skill will be retained and the employee with the shortest seniority will be the first to be laid off.
- H. Seniority lists shall be brought up to date at least annually as of July 1, and shall be posted in a conspicuous place. A copy shall be transmitted to the respective designated union official no later than August 1.

1. JOB OPENINGS-PROMOTIONS AND TRANSFERS

- a. In an effort to provide information regarding promotional opportunities for service and support staff, job vacancies will be listed on official bulletin boards or other methods of communication. Each vacancy will be posted for five (5) days within the department unless a promotion is provided the qualified employee with the longest department seniority. If no departmental employee is selected five (5) days after the departmental posting, the position shall be posted campus-wide for a minimum of five (5) days. The position may be posted campus-wide at the same time it is posted within the department. The five (5) days referred to should be five (5) full days, counting all days Monday through Friday, excluding holidays. Notices should be dated the day they are posted and the day they are removed from the bulletin board.
- b. If a qualified employee working in the occupational group in which the opening exists applies for the job, his/her occupational seniority will give him/her preference over an employee from another occupational group in the same department who may have applied for the job.
- c. Where there are no departmental bidders in an occupational group within a department, employees in layoff status may apply their University seniority to positions in their occupational group in another department and shall be considered equally with those department employees without occupational group seniority who bid on such positions. Departmental employees outside the occupational group will apply their University seniority toward vacancies when being considered with employees in layoff status outside the department.

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- d. If no qualified employee from within the department in which the opening exists applies for the job, and two or more employees equally qualified in all respects from other departments apply, the employee with the greater seniority in a union eligible position will be given preference.
- e. It is the intent of the University's promotion policy that any present employee seeking a transfer or promotion should have the same qualifications as would be required in the event the position is to be filled by an applicant from outside the University. Human Resource Services will review the employee's file and, if necessary, conduct interviews to help determine whether the employee applying for the transfer or promotion has the necessary qualifications.

All final candidates for certain administrative, service, and support positions (regular, non-regular, per diem and student) are required to pass a post offer physical examination as a last step in confirming the employment relationship. Incumbents in the listed positions who transfer to another listed position with higher physical demands are required to pass the examination. A list of these positions is available by accessing: <http://www.umsystem.edu/ums/departments/fa/management/risk/overages/workers.shtml>. Time away from work for current University employees will be compensated but any travel expense incurred will not be reimbursed. An individual who fails the examination must wait a period of six months before reapplying for the same or another position with similar or higher physical requirements, unless extenuating circumstances, temporary in nature, are shown to have contributed to the failure.

- f. Employees who have satisfactorily completed their six (6)-month probationary period, and who are subsequently transferred or promoted to another position must serve a qualifying period of one (1) month 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 position or if the employee does not wish to continue in the new position, the employee will be returned to the previously held position, if available, or a comparable one in the former department, if available, or placed on a six (6)-month leave of absence from the former department to be considered for available positions in the department and campus as they occur. If the employee does not find employment on the campus within the six (6)-month period, the employee will be terminated.
- g. Employees transferring from one shift to another in the same classification and department are not required to serve a qualifying period.
- h. Job postings are required for all shift changes.

IX. JOB ASSIGNMENT

Employees may submit their assignment preference to their department for consideration. Employees may not use their seniority for the purpose of determining job assignments.

X. GRIEVANCE PROCEDURE

A. SUMMARY

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The University recognizes the right of employees to express their grievances and to seek a solution concerning disagreements arising from working relationships, working conditions, employment practices or differences of interpretation of policy which might arise between the University and its employees. A grievance is defined as any complaint by an employee concerning any aspect of the employment relationship other than salary increases, performance evaluations or job reclassifications, unless such exceptions are based on an allegation of prohibited discrimination or other illegality. Grievances may be filed alleging discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, and status as a Vietnam era veteran. This shall not be interpreted in such a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America. A regular employee may process a grievance regarding any of these matters upon completion of his/her probationary period. A probationary or Variable Hour employee may process a grievance concerning issues of prohibited discrimination or interpretation of University policies and procedures only.

B. TIME LIMITS

The prescribed time limits may be extended by mutual agreement. Unless the language states, otherwise, the interpretation of days within this section is to be normal workdays (Monday through Friday) exclusive of official University holidays.

C. PROCEDURES

1. Should an employee or the employee's representative feel, after oral discussion with the immediate supervisor, that the employee's rights under University policy have been violated, the employee may initiate a grievance within ten (10) days of the date of the alleged grievable act by presenting the facts in writing to the employee's supervisor, department head, or designated representative of the University with a copy to the Campus Grievance Representative. The decision of such official shall be made in writing to the employee within ten (10) days after receipt of grievance. For an alleged act of prohibited discrimination, an employee has a 180 calendar-day filing period from the date of the alleged discrimination.
2. Should the employee decide the reply is unsatisfactory, the employee or the employee's representative shall within five (5) days, submit an appeal of that decision to the Campus Grievance Representative. The Campus Grievance Representative or designate shall respond in writing to the grievance within five (5) days from the completion of the Campus Grievance Representative's investigation. If the Campus Grievance Representative believes the review will take longer than ten (10) days, an appropriate timeline will be communicated to the union.
3. If the grievance is not satisfactorily resolved, the employee or the employee's representative may appeal within five (5) days after receipt of decision to the University Grievance Representative for the purpose of reviewing the grievance. The decision of the University Grievance Representative or designate shall be made in writing to the employee and/or employee's representative within five (5) days after the completion of the University Grievance Representative's investigation.
4. Should the employee decide that the reply of the University Grievance Representative or designate is unsatisfactory, the matter may be appealed within five (5) days of receipt of the response to a grievance committee which shall be established as follows: the employee or employee's representative may designate one (1) member; the University through its Grievance Representative, shall appoint one (1) member; and the selection of

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the third member shall be made by these two (2) members. If mutually agreeable, the two (2) designated members may select the third member from a list recommended by either and approved by both. Otherwise, selection will be made from a list of committee members supplied by the Federal Mediation and Conciliation Service and maintained by UM Human Resources. The selection will be made by reducing the list in alternate turns. The toss of a coin shall determine the elimination sequence. Any cost of the third committee member and cost of transcript (if requested) shall be paid equally by the employee and the University.

A hearing will be scheduled as soon as feasible after selection of the third committee member. The grievance committee shall keep a complete record of the hearing before it, including any exhibits or papers submitted to it in connection with the hearing and a complete record of any testimony taken. A decision of the grievance committee may be reached upon the concurrence of any two (2) of the three (3) members. Upon the rendering of its decision, the complete record shall be filed in the Office of the Vice President of Human Resources of the University and shall be available to the employee, employee's representative and the University Grievance Representative.

5. In the event the decision of the grievance committee is unsatisfactory to either the employee or the University Grievance Representative, either the employee or University Grievance Representative shall within five (5) days after receipt of the decision of the grievance committee, file an appeal to the Board of Curators by filing a written notice of appeal and delivering such notice of appeal to the President of the University. Upon the receipt of the notice of appeal, the President of the University shall file the record of the hearing before the grievance committee with the Board of Curators of the University, who shall review such record. The decision of the Board of Curators, upon such review, will be final.

XI. PROBATIONARY AND QUALIFYING PERIOD

A. SUMMARY

1. All new regular employees must serve a probationary period of six (6) months. It is designed to give the University an opportunity to determine whether an Administrative, Service and Support employee is suitable and qualified for the work for which the employee was hired, and the decision as to the employee's suitability and qualifications is the sole responsibility of the University. Termination of employment, or other disciplinary action, during the probationary period, is not subject to progressive discipline and the grievance procedure. A probationary or Variable Hour employee may process a grievance concerning issues of prohibited discrimination or application/interpretation of University policies and procedures.
2. New regular employees and rehired employees at Missouri S&T who are in the Custodian title and those in titles requiring journey level experience / training will receive the job rate (step 2) and thus do not receive an increase after the completion of the probationary period.

New employees who are in the Custodian title at UM-St. Louis will receive the job rate (step one) and thus do not receive an increase after the completion of the probationary period.

B. EXTENSION OF PROBATIONARY PERIOD

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If the employee's service during the probationary period is deemed unsatisfactory but it is determined that the employee should continue in a probationary status rather than being terminated, the recommendation that the employee remain in a probationary status should be forwarded by the supervisor to the department or administrative head and Human Resource Services. In all such instances, the employee must be counseled and notified in writing regarding the extension of the probationary period prior to the completion of six (6) months service, with a copy to Human Resource Services. The employee may not remain in a probationary status for more than nine (9) months. An employee may complete the probationary period or be terminated at any time after the initial six (6) months upon the recommendation of the supervisor and department or administrative head. The supervisor may determine successful completion of the probationary period at any time during the extension. If there has been insufficient opportunity to evaluate the performance, an extension may be advisable.

C. QUALIFYING PERIOD FOR PROMOTIONS AND TRANSFERS

1. Employees who have satisfactorily completed their six (6)-month probationary period and who are subsequently transferred to a new classification and/or department or promoted to a new classification or department must serve a qualifying period of one (1) month in the new position. Employees transferring from one shift to another in the same classification and department are not required to serve a qualifying period. Reclassifications are not subject to a qualifying period.
2. 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 does not wish to continue in the new position, the employee will be returned to the previously held position, if available, or a comparable one in the former department, if available, or be placed on a six (6)-month leave of absence from the former department to be considered for available openings in the department and on campus as they occur. If the employee does not find employment on the campus within the six-month period, the employee will be terminated.

D. LEAVES OF ABSENCE

Successful completion of the probationary period requires six (6) months of active service. Employees who receive a leave of absence during the probationary period will have the probationary period extended so that the six-month evaluation time is satisfied.

E. UNIVERSITY RESPONSIBILITY

There shall be no University responsibility for reemployment or continued employment of probationary employees.

XII. ORIENTATION

A. SUMMARY

All new regular Administrative, Service & Support employees are to attend a formal orientation session as soon as possible after beginning their employment with the University.

B. ORIENTATION

Orientation sessions provide necessary information concerning the history, facilities and major policies of the University, staff responsibilities, faculty and staff benefits and

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educational opportunities. To facilitate attendance, formal orientation sessions will be scheduled at frequent intervals. Orientation session schedules are generally posted on University bulletin boards or may be obtained from Human Resource Services. Department supervisory personnel are responsible for providing each new staff member with the necessary on-the-job orientation.

C. UNION ORIENTATION

Union representative or union stewards will be provided access to scheduled employee orientations. Orientation access is subject to the following:

1. The Union agrees to provide Human Resources with any and all informational materials the Union intends to distribute as part of its access two (2) weeks in advance of the scheduled employee orientation so as to allow the University adequate time to review the materials for accuracy.
2. The University agrees to review and either approve, reject or revise said Union informational materials promptly and further agrees not to arbitrarily withhold or delay approval or revision of such materials.
3. The informational materials may include the contact information for the Local 148 Business Representative.
4. The University agrees to provide the Union with advance notice of the dates, times and locations of the said employee orientations for such corresponding access.
5. The Union agrees to limit its presentation to no more than ten (10) minutes.
6. The University reserves the right to determine the placement of the Union's presentation in the Employer's employee orientation schedule.
7. The Union agrees that the Employer's representative may remain present in the room during the Union's ten (10) minute presentation.
8. The University agrees that it will not interrupt or otherwise disrupt the Union's ten (10) minute presentation, unless it is to correct misinformation.
9. The Union agrees that it will only be present at employee orientation during its designated ten (10) minute presentation.
10. The Union agrees it will provide to Human Resources the name of the steward who will be attending orientation at least one week in advance of scheduled orientation.

XIII. PERSONNEL FILES

- A. Any employee may inspect his/her personnel records and can request that these records be made available to his/her union representative.
- B. Such request to inspect records or make them available should be made in writing at least one (1) day in advance.
- C. The official personnel file is the file maintained by Human Resources Services and may include items not available to employees such as letters of recommendations and legal documents which must be considered confidential and available only to supervisory personnel who must have access in order to make appropriate decisions.

XIV. WORKWEEK

- A. The workweek will begin at 12:01 a.m. on Sunday of each week unless prior approval from Human Resource Services has been given to an operating unit to permanently alter their workweek for work-related reasons.

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- B. The normal workweek shall be forty (40) hours per week.**
- C. Hours worked in shifts that cross midnight will be counted as worked in the day in which the shift starts.**
- D. If mutually agreeable between union and management, employees may work alternate schedules such as a weekly schedule of four (4) ten (10) hour days.**

XV. ATTENDANCE

This policy contains minimum criteria. Departments may establish specific departmental rules with the approval of Human Resource Services. In view of the importance of punctuality and attendance to the smooth and coordinated functioning of the University, the following policies are applicable to all employees.

A. SCHEDULED ABSENCES

Planned absences and other excused absences with or without pay must be requested and approved in advance. Such approval cannot be unreasonably withheld.

B. UNSCHEDULED ABSENCES

In the case of sudden illness or other unexpected circumstances, an employee should notify his/her supervisor immediately. If this is not possible, a family member should alert the supervisor as soon as possible to explain the situation and indicate the expected date and time of return.

C. TARDINESS

An employee should notify his/her supervisor as soon as possible of any anticipated tardiness. If unforeseen circumstances cause tardiness of 30 minutes or more, an employee should call the supervisor immediately. Upon arriving late, the supervisor should be notified and an explanation given. Nonexempt employees who are late will have a pay reduction unless arrangements are made with the supervisor to make up time lost as a result of the tardiness within the same work week.

D. DISCIPLINE

Employees who are frequently tardy, absent, leave work early or who fail to follow approved departmental guidelines for notification are subject to progressive discipline.

E. REPORTING ABSENCES

Employees are responsible for accurately reporting their time (hours worked and paid time off). An employee who knowingly falsifies a time record is subject to progressive discipline. Supervisors are responsible for reviewing, approving and advising employees if time has been incorrectly reported. Supervisors should communicate changes to the employee. Employees should review pay in a timely manner and report any discrepancies to their supervisor.

XVI. REST PERIODS

A. SUMMARY

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Whenever possible, all employees shall be permitted two (2) 15 minute rest periods, to be designated by the University, during the normal work day.

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B. SCHEDULING

Employees working in a department responsible for serving two (2) meals during one (1) shift may be permitted only one (1) rest period because of the work and lunch schedules of the employees. Employees scheduled to work less than a normal full work day shall be permitted, where possible, one (1) 15 minute rest period during any four (4) consecutive hours of work. Employees shall not be permitted to relinquish rest periods for the purpose of making up lost time due to tardiness or absences or to permit early departure from work.

XVII. WAGE AND SALARY GUIDELINES

- A. If, as a result of unsatisfactory work performance, an employee is on unsatisfactory performance/ disciplinary review on the effective date of a salary/wage increase, the increase may be withheld.
- B. For purposes of this policy, unsatisfactory performance/disciplinary review is defined as a written communication to the employee indicating a specified time period during which the employee's performance will be evaluated to determine if prior unsatisfactory performance or behavior will improve to a satisfactory level.
- C. The salary and wage increase will be granted effective at the beginning of the pay period in which performance was deemed satisfactory.
- D. Nothing in this policy shall be interpreted to preclude the University from taking progressive disciplinary action at any time during the review period.

XVIII. SERVICE/MAINTENANCE LONGEVITY INCREASES

A. SUMMARY

Longevity increases are to be given only to regular employees in service/maintenance positions whose work performance has been satisfactory. Employees whose work performance is less than satisfactory are entitled to individual counseling as to their performance problems and should be given an opportunity to improve.

B. UNSATISFACTORY PERFORMANCE

When longevity increases are to be withheld, it is the responsibility of individual supervisors to notify the employees of this action prior to the time the increase is due, and to provide for a subsequent review of work performance in not more than six (6) months. Increases which are withheld may be given at any time during the period following the date the increase was originally due. If an employee's longevity increase is to be withheld, a memo citing the reason for this action must be forwarded to Human Resource Services. All time spent on a military leave of absence or a Workers' Compensation leave will be counted with previous University experience in calculating seniority and compensation (longevity).

C. PROGRESSION SCHEDULE

Employees at Missouri S&T who are assigned to the four-step hourly matrix become eligible for longevity increases based on a progression schedule: **STEP 2 TO STEP 3** – On the date of completion of two (2) years of satisfactory service in the title; **STEP 3 TO STEP 4** – On the date of completion of four (4) years of satisfactory service in the title, or two (2) years at Step 3,

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whichever is earlier. In all cases, all increases are effective at the beginning of the pay period in which the progression occurs.

Employees at UM-St. Louis who are assigned to the three-step hourly matrix become eligible for longevity increases based on a progression schedule: **STEP 1 TO STEP 2** – On the date of completion of two (2) years of satisfactory service at Step 1; **STEP 2 TO STEP 3** – On the date of completion of four (4) years of satisfactory service in the title, or two (2) years at Step 2, whichever is earlier. Employees in S/M grade 42 and above go directly to step 3 after completing the probationary period. In all cases, all increases are effective at the beginning of the pay period in which the progression occurs.

XIX. OVERTIME

NOTE: The opportunity to work overtime shall be fairly distributed among employees.

- A. Overtime is all hours worked by an employee for the University that are in excess of 40 hours in a workweek.**
- B. Hours paid but not actually worked including, but not limited to, vacation, personal days, sick leave, holidays, voting and compensatory time do not apply toward the calculation of overtime.**
- C. Overtime pay shall be at one and one-half times the employee's regular rate of pay for all hours worked over 40 in a workweek, plus the value of University paid meals, pay differentials, incentives and other forms of compensation earned during the period when overtime is worked.**
- D. Employees who work overtime without authorization must be paid for the hours worked or appropriate compensatory time provided. However, working unauthorized overtime may be cause for disciplinary action, unless it is for an emergency situation.**

XX. SHIFT DIFFERENTIAL

A. Summary

Shift differential is additional compensation intended to recognize time worked outside of day shifts. Eligible job titles and hourly rates to be paid, must be discussed with the union representative and authorized by the Vice President, Human Resources or a designee, following University rules governing delegation of authority. All nonexempt employees in these titles who work at least 5 consecutive hours on shifts that begin on or after 2 pm and before 4 am will be paid appropriate shift differential.

B. Time Period of Eligibility

Shift differential will be paid for all consecutive hours worked when the following criteria are satisfied:

- 1. Work period begins on or after 2 p.m. and before 4 a.m. Work periods beginning on or after 4 a.m. or prior to 2 p.m. will not be paid shift differential. Exception: For work periods that extend over a continuous 12 – hour period or longer, shift differential will be paid for all hours as long as 5 consecutive hours of the work period fall between 2 pm and 4 am.**

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2. Work periods must be at least 5 consecutive hours in duration.

C. Call-In/Call-Back, Standby

Call-in or call-back work assignments will be paid shift differential for hours worked or guaranteed subject to the same eligibility requirements as regular shifts (i.e., the call-in/call-back work period must start on or after 2pm and before 4am and it must be at least 5 consecutive hours in duration.) Shift differential will not be paid on standby.

D. Employee Eligibility

Employees having a nonexempt (hourly) employment status, as defined by the University's official job title assigned to them, will be eligible to receive shift differential pay if the title held is authorized for shift differential pay regardless of FTE or benefit eligibility status. Titles eligible for shift differential must be discussed with the union representative and authorized by the campus HR office and the Vice President, Human Resources or a designee. The specific titles authorized for shift differential may vary from campus to campus. Student employees (including high school students) are NOT eligible to receive shift differential pay (reference HR204 for a list of student employee titles.)

E. Shift Differential Rates

Differential pay is an hourly rate paid for each consecutive hour or partial hour worked during the time period of eligibility. Eligible titles and rates are provided in Appendix A.

The shift differential on hours worked must be included in determining overtime compensation.

F. Paid Time Off and Compensatory Hours Taken

Shift differential will apply to hours for paid time off such as sick leave, vacation, compensatory time, funeral leave, etc. if the employee is normally scheduled to work an eligible shift. However, the shift differential for paid time off hours will not be included in calculating overtime since only actual hours worked are included in determining overtime.

Lump sum payments of accrued vacation or compensatory time will be paid applicable shift differential if the employee is normally scheduled to work an eligible shift.

XXI. PAY FOR WORK IN HIGHER CLASSIFICATION

When bargaining unit employees are assigned the duties of a higher paying job classification for a period exceeding ten (10) consecutive days, they shall be paid the higher rate commencing on the eleventh (11th) day.

XXII. PAY FOR GRIEVANCE TIME

A. Union representatives or other officers of employee groups are expected to perform their jobs during regular working hours for which they are paid.

Most matters that will be of concern to the union representatives or other union officers can properly be handled at times other than during working hours, although good judgment should be exercised in recognizing that in some cases immediate attention is justified.

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- B. Periodically it will be necessary for University representatives and union representatives to meet to discuss grievances as well as other matters. It will be the University policy to not deduct for the time spent by the employees who are serving as union representatives. However, in such meetings, a full-time employee of the union is not to be paid by the University for time spent in such meetings.**
- C. The employees participating in the meetings are expected to work their normally scheduled work hours except for the time required for such meetings. They are also expected to first advise their supervisors of the need to be off for which approval should be given except in the case of an emergency.**
- D. Employees who may be scheduled for a different shift and who do not lose time from the job are not to be paid for the time spent in such meetings. Nor are employees to be paid overtime or any additional pay over and above their regular pay for time spent in such meetings that occur before or after the employee's scheduled workday.**
- E. Pay for time spent in such meetings is normally to be limited to two (2) employees who are serving as representatives of the employee group. If an aggrieved employee is invited to the meeting to present his/her views and facts, he/she should not lose time for such meeting if he/she is taken off his/her job.**
- F. Employees attending union meetings or participating in any other union activity which takes them off the job should not be paid for such time.**

XXIII. PAY PROCEDURE FOR DAYLIGHT SAVINGS TIME CONVERSION

A. SUMMARY

Payment for Daylight Saving Time conversion is for actual time worked.

B. PAY PROCEDURES

- 1. In changing from Central Standard Time to Daylight Saving time, hourly employees working only seven (7) hours as a result of the change are paid for actual time worked, or seven (7) hours.**
- 2. In returning from Daylight Saving Time to Central Standard Time, hourly employees required to work a nine (9) hour shift are paid premium pay for the additional hour if in excess of 40 hours for the workweek. Work Schedules during the workweek are not to be changed because of this wage-hour overtime regulation.**

XXIV. CALL-IN / CALL-BACK, STANDBY

A. CALL-IN/CALL-BACK SUMMARY

An employee called in/back to work on a day when he/she has not been scheduled will be given a minimum of three (3) hours' work or a minimum of three (3) hours' pay if he/she is given less than three (3) hours' work.

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B. PAYMENT

An employee who is called in/back to work, will be given a minimum of three (3) hours' work or a minimum of three (3) hours' pay. The hours actually worked during call in/back will be paid at 1 and ½ times the straight-time wage rate. Hours paid toward the 3 hour minimum but not actually worked will be paid at the straight-time wage rate. 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.

An employee called to work before his/her normal shift time and who continues working into his/her regular shift, will not be eligible for call pay minimum. However, that employee will be paid at 1 and ½ times the straight-time wage rate for the hours worked prior to his/her normal shift time. If there is a reasonably brief period (1 hour or less) between the time of completing the work for which he/she is called in early and his/her normal starting time, this time will be considered also as time worked.

C. EXPECTATIONS

Each employee is expected to work outside of his her regular work schedule when called, and to promptly respond when called for emergency situations, unless excused for good and sufficient reason. An employee called in may be expected to do whatever work is necessary even though not part of his/her regular duties providing he/she has the necessary knowledge to perform the work safely and without risk to the equipment or operation. Common sense and good judgment will need to be exercised by the individual in each case. Management is expected to administer this policy in a reasonable and fair manner.

D. OVERTIME

The hours actually worked for call-in and call-back count toward the calculation of overtime. Employees eligible for call in/back pay will receive both premium pay for the actual hours worked and in addition, those hours will count toward the calculation of weekly overtime pay. Hours paid toward the 3 hour minimum but not actually worked will not count toward the calculation of weekly overtime pay.

E. STANDBY SUMMARY

The University may schedule employees when it determines there is a need for standby. The University will be solely responsible for determining the need for and the number and qualifications of employees required for standby.

F. PAYMENT

Employees on standby will be paid 1 and ½ hour's straight-time pay for each eight (8) hour standby shift. Employees who are on standby and who are called in for emergency work will be paid standby pay (as indicated above) plus applicable call in/back pay for all hours worked on a call-in/back but not less than three (3) hours' pay for the call-in/back.

G. OVERTIME

Hours paid for standby, will not count toward the calculation of weekly overtime pay.

H. NOTICE

Employees scheduled for standby work will be given as much advance notice as practical

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but not less than three (3) calendar days advance notice so that the employees may make their personal plans accordingly; however, in cases of emergency it may be necessary for the University to schedule employees for standby work with less than three (3) days notice. Employees may be required to carry a pager, cell phone or other communication device when placed on standby.

XXV. SERVICE/MAINTENANCE TRANSFER

A. SUMMARY

Employees who transfer positions within the University will be compensated at a rate specified by the change.

B. LOWER TO HIGHER RANGE

Missouri S&T employees: In all cases where the probationary period has been completed and the current rate of pay is the same as or lower than the minimum rate for the new job, the employee will be increased to the second step (job rate). In cases where the employee's current rate is higher than the new minimum rate in the new classification, the employee will move to the "next higher rate of pay" in the new classification. If the "next higher rate of pay" is less than a \$.15 per hour increase, the employee will move to the next step in the new position. Longevity is accumulated in each new step to which the employee is assigned: 18 months in second step; 24 months in third step; and for journey level positions assigned to H-42 and above (and other designated titles), the employee will be increased to the second step after satisfactory completion of the probationary period.

UM-St. Louis employees: In all cases where the probationary period has been completed and the current rate of pay is the same as or lower than the minimum rate for the new job, the employee will be increased to the first step. In cases where the employee's current rate is higher than the new minimum rate in the new classification, the employee will move to the "next higher rate of pay" in the new classification. If the "next higher rate of pay" is less than a \$.15 per hour increase, the employee will move to the next step in the new position. Longevity is accumulated in each new step to which the employee is assigned: 24 months in first step; 24 months in second step; and for journey level positions assigned to H-42 and above (and other designated titles), the employee will be increased to the second step after satisfactory completion of the probationary period.

C. SAME RANGE

An employee who moves to a job which has the same range as his/her present job will be moved at the same rate of the new job. Longevity in the step will transfer.

D. HIGHER TO LOWER RANGE

Missouri S&T: Employees assigned or to be assigned to a four-step range who transfer to a job which has a lower rate range will be moved to a step within the new range but no lower than the second step of the new range. Human Resources may approve a higher step in the range based upon experience. Longevity is accumulated in each new step to which the employee is assigned: 18 months in second step; and 24 months in third step.

UM-St. Louis: Employees assigned or to be assigned to a three-step range who transfer to a job which has a lower rate range will be moved to a step within the new range but no lower than the first step of the new range. Human Resources may approve a higher step in

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the range based upon experience. Longevity is accumulated in each new step to which the employee is assigned: 24 months in first step; and 24 months in second step.

E. APPRENTICESHIPS

An employee who transfers to an apprenticeship program will retain his/her old rate or the appropriate step on the apprentice scale, whichever is higher. The appropriate step is determined in accordance with the apprenticeship standards. He/she will retain this rate until the appropriate step on the apprentice scale exceeds his/her current rate at which time he/she will resume normal progression, as outlined in the apprentice standards.

F. LEAD POSITIONS

Employees being transferred to a Lead position will be increased 5 percent above the top rate of the classifications which they are leading.

G. PROBATIONARY EMPLOYEES

Probationary employees will be transferred at the minimum rate for the new job. Upon satisfactorily completing the probationary period, the employee will be given a wage increase to the second step of the rate range. The one (1)-month qualifying period may run concurrently with the probationary period.

H. EFFECTIVE DATE

The transfer will become effective at the beginning of the pay period. Exceptions to any of the provisions to this policy must be approved by UM Human Resources.

XXVI. WORKERS' COMPENSATION

A. SUMMARY

Workers' Compensation provides for the payment of medical expenses and compensation to any covered individual (referred to here as an injured employee) who is either injured in a work related accident or incurs an occupational disease if compensable. It also provides for death benefits should the injury or disease result in death. Medical expenses and compensation are payable for lost wages as prescribed by state or other statutes.

B. ELIGIBILITY

All employees, including students while in an employment status and recognized volunteers, are covered under Workers' Compensation except those employed jointly by the University and the federal government.

C. REQUIRED WAITING PERIODS

A three (3)-day waiting period is prescribed by law; no Workers' Compensation is payable for the waiting period unless the disability lasts longer than 14 calendar days, in which case payment for the three (3)-day waiting period is allowed. The first day of the three (3)-day waiting period is the next calendar day following the on-the-job injury or illness that the injured employee is unable to work as determined by the authorized physician.

D. REPORTING INJURIES

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Employee Injuries and Occupational Diseases details requirements for reporting employee injuries and occupational diseases. (See Business Policy and Procedure Manual, Section 7-04.)

WORK-INCURRED INJURY OR ILLNESS

A. SUMMARY

Absences due to a work-incurred injury or illness are addressed, in compliance with the laws of the State of Missouri. All employees are eligible for this program unless otherwise specified.

B. OCCURRENCE

1. On the day of accident or of first medical attention, an employee will be excused from work without loss of pay, vacation or sick leave for the period of time required to obtain necessary medical attention. The remainder of the day will be excused without loss of pay, vacation or sick leave if the attending physician recommends that the employee not return to duty. Necessary travel time is considered as time required to obtain medical attention.
2. If the employee is able to return to work after the accident or first medical attention, he/she will be excused from work without loss of pay, vacation or sick leave for the period of time required to obtain medical attention related to the injury or illness. If he/she is unable to return to work, a regular employee will be granted a leave of absence without pay beginning the day after the injury from the department until able to return to work or for a maximum period of one (1) year; provided, however, the employee may elect to use accumulated vacation and sick leave subject to the limits described below. An employee will be excused from work without loss of pay, vacation or sick leave for the purpose of attending the Workers' Compensation conference or hearing. An employee may be required to provide satisfactory proof of medical attention.

C. VACATION AND SICK LEAVE

During the three (3)-day waiting period a regular employee may charge any absence to accumulated vacation, sick leave, or personal days. After the three (3)-day waiting period, a regular employee may elect to use up to one day of vacation or personal day for each day of absence, or sick leave in an amount equal to the portion of the employee's total compensation which is not paid by Workers' Compensation benefits; however, in no case can the combination of sick leave and Workers' Compensation benefits exceed the employee's base pay.

D. HOLIDAY

For employees in pay status only, holiday pay in an amount equal to the portion of the employee's total compensation which is not paid by Workers' Compensation benefits should be paid as holiday pay. However, in no case should the combination of holiday pay and Workers' Compensation benefits exceed the employee's base pay.

E. BENEFITS

A regular employee who is unable to return to work and who has been granted a leave of absence will continue to accumulate seniority and retirement credit and will continue to

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accrue vacation, personal days, and sick leave for a period not to exceed one (1) year. All time spent on a Workers' Compensation leave of absence will be counted with previous University experience in calculating compensation (longevity). Vacation, personal days, and sick leave accruals will be available to the employee only after returning to work.

XXVII. EMPLOYEE BENEFITS

The University of Missouri maintains a program of employee benefits. This program is equally available to all regular employees of the University of Missouri. The various aspects of the staff benefits program currently available through the University to such regular employees are explained in general terms in the separate staff benefit materials. Changes, additions or deletions to the employee benefit programs are not covered under this document. In general changes to these programs occur on an annual basis and will be communicated to the unions.

XXVIII. HOLIDAYS

A. SUMMARY

The following days have been designated as official University holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the Friday following
Christmas Day
And other days as may be designated by the President.

Holidays are considered to extend over a 24-hour period. When a holiday falls on Saturday, the preceding Friday is observed. When a holiday falls on Sunday, the following Monday is observed.

Notwithstanding the foregoing observations for holidays falling on the weekend, units / departments that operate 24 hours a day and/or 7 days a week may choose to observe the holiday on the actual day of the holiday. The holiday schedule for these 24/7 operations will be determined by the unit / department. Employees required to work on the day the holiday is observed in their unit / department and entitled to receive premium pay, as described below, will receive holiday pay and premium pay only on the day the holiday is observed in their unit / department.

B. ELIGIBILITY

Regular employees entitled to receive pay up to a maximum of eight (8) hours for official University holidays include all full-time Administrative, Service & Support employees, whether or not they are scheduled to work on the holiday, with 99 percent to 75 percent FTE employees to receive holiday pay on a prorata basis. Employees with primary titles that are Administrative, Service & Support who are exempt from classification because their positions are primarily directing instructional or research activities are not subject to this policy.

C. HOLIDAY PAY

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Hours paid for the holiday but not actually worked do not apply toward the calculation of overtime. When a holiday falls on a normal day off for employees who work non-standard schedules, equivalent time off may be granted on another day. If another day off cannot be arranged, the employee will be paid for the holiday. Official holidays occurring during a vacation period are not counted against vacation time.

D. REQUIRED WORK ON A HOLIDAY

All nonexempt regular employees required to work on a holiday will receive 1-1/2 times their straight-time wage rate for the hours worked (premium pay) in addition to their holiday pay. Employees working on a holiday will receive both premium pay for the hours worked on a holiday and, in addition, those hours worked will count toward the calculation of weekly overtime pay.

Employees failing to work on a holiday when scheduled are not eligible for holiday pay unless excused by their supervisor.

E. SPECIAL RELIGIOUS HOLIDAYS:

Time off to observe special religious holidays may be permitted by an employee's supervisor, but must be charged to accumulated vacation, taken as personal days, or treated as an excused absence without pay.

XXIX. VACATIONS

A. SUMMARY

All Administrative, Service and Support regular employees who have prior supervisory approval are eligible to receive paid vacation.

B. PROBATIONARY EMPLOYEES

Vacation time is not earned unless the probationary period is satisfactorily completed. However, employees needing to take time off during their probationary period may utilize personal days or, with supervisory approval, employees may take leave without pay.

C. ACCRUAL

Regular employees who have satisfactorily completed their probationary period accrue vacation time from their date of hire in accordance with the rates detailed in the following table. If an employee works greater than 75 percent FTE but less than 100 percent FTE, he/she will accrue vacation time on a prorata basis. Employees may accumulate twice their annual accrual.

Years of Service	Vacation Accrual Rates (Days Per Year)
5 or less	12
Over 5	17
Over 15	22

Service/Maintenance employees will accrue vacation on the biweekly pay cycle. In computing vacation accruals, a nonexempt employee must be in active status on the Monday of each week of the biweekly pay period to be eligible for the accrual for each week. Partial accruals are

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not granted. Vacation time continues to accrue during vacation; sick leave; leaves of absence with pay of at least 75 percent FTE; and leaves of absence without pay granted for disability compensable under Workers' Compensation. Vacation accruals will be available to the employee only after returning to work in regular status.

D. LENGTH OF SERVICE

All full-time continuous service continuing from the date of employment is counted including periods of sick leave; authorized absences, with or without pay; and interruptions of service of less than four (4) months each, due to the University's temporary lack of need for the employee's services. Any period of nonregular service which occurs immediately following and preceding periods of regular service, for the convenience of the University is counted. Finally, all continuous service accrued under either vacation schedule is also counted. Employees who return to full-time work following termination of employment or a voluntary reduction to Variable Hour are considered new employees and do not receive credit for any previous full-time service.

E. USING VACATION

Vacation time must be earned before it is taken and, although accrued, is not available until the first day of the following pay period. Absences from work that are not caused by an illness or injury must be charged to accumulated vacation except for: absences due to death in employee's immediate family; absences for jury duty; leaves of absence of less than 30 days treated as excused absences and absences due to illness or injury which the employee elects to charge to accumulated vacation with supervisory approval. Employees who have exhausted vacation time may, with supervisory approval, take leave without pay in increments of whole days or less. Vacation time must be earned before it is taken. Official University holidays occurring during a vacation period are not charged to accumulated vacation time. Payment in lieu of vacation time is not permitted. Upon resignation, termination or interruption of service, payment for all unused, accumulated vacation will be made, provided the employee has satisfactorily completed the probationary period.

NOTE:

- Vacation schedules should be worked out according to the needs of the department. When possible, however, consideration should be given to employee's requests.
- When employees request vacations for the same period, employees with greater lengths of service receive priority.
- Applicable shift differential will be included in computing vacation pay.

F. UNUSED VACATION

Any balance of unused accumulated vacation time is transferred with an employee transferring from one department or campus to another. Employees changing from regular to Variable Hour status will be paid accrued vacation in a lump sum at the time of change. Employees changing from exempt to nonexempt status, and who have accruals that exceed the maximum allowed in the nonexempt status, will receive, at the supervisor's discretion, pay or vacation days for the excess accrued amounts before this status change is effected. Accrued vacation will not be considered as time worked for purposes of calculating overtime.

G. RECORDING

A permanent record of vacation accruals and use must be maintained for each employee

XXX. PERSONAL DAYS

A. SUMMARY

All regular Administrative, Service & Support employees are granted four (4) personal days (32 hours) each year, with the year determined on the basis of the employee's beginning employment date. Regular employees who are 99 percent to 75 percent FTE are granted personal days on a prorata basis. Personal days are paid days off to be used at the discretion of the employee, subject to supervisory approval. New regular employees are granted four (4) personal days at the beginning of regular service, but not more than two (2) days may be used during the probationary period. If the probationary period is extended, the employee will be allowed to use the remaining two personal days. Thereafter four (4) days are credited on the yearly anniversary date of the employee. All four (4) days must be used before the end of the first year of employment. Accumulation of personal days beyond the anniversary year is not permitted.

B. AUTHORIZATION

Personal days may be used at the discretion of the employee, subject to supervisory approval. The total hours provided may not exceed 32 hours for 100 percent FTE staff. Any balance of unused personal days is transferred with an employee transferring from one department or campus to another. All unused personal days are lost at the end of the anniversary year, even if the employee is on leave.

C. PROCEDURES

1. Employees required to work on a previously scheduled personal day receive 1 1/2 times their regular straight-time wage rate for the hours worked and may retain the personal day or elect to receive their regular pay for the personal day. Time reporting for employees who elect to receive their regular pay for the personal day should be treated as if they had worked a holiday.

- D. A permanent record of personal day accruals and use must be maintained for each employee

XXXI. SICK LEAVE

A. SUMMARY

All Administrative, Service and Support regular employees are eligible to receive paid sick leave.

B. PROBATIONARY EMPLOYEES

Sick leave is accrued from the first day of employment. Employees needing to take time off during their probationary period are eligible for sick leave as it is accrued. However, sick leave may not be used until it is accrued.

C. ACCRUAL

1. Regular employees who are 100 percent FTE accrue sick leave at the rate of 12 working days per year (one (1) day per month) of completed continuous employment. Regular employees who work 99 percent to 75 percent FTE accrue sick leave on a prorata basis.

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2. **Service/Maintenance employees will accrue sick leave on the biweekly pay cycle. In computing sick leave accruals, a nonexempt employee must be in active status on the Monday of each week of the biweekly pay period to be eligible for the accrual for each week. Partial accruals are not granted. Sick leave continues to accrue during sick leave; vacation; leaves of absence with pay of at least 75 percent FTE; and leaves of absence without pay granted for disability compensable under Workers' Compensation. Sick leave accruals will be available to the employee only after returning to work in regular status.**

D. USING SICK LEAVE

1. **Sick leave must be earned before it is taken and, although accrued, is not available until the first day of the following pay period. Eligible employees unable to work because of an illness or injury may use accumulated sick leave to continue their straight-time pay (including shift differentials where applicable) for any absence from work for which they were scheduled during the first 40 hours of the workweek. Disability due to pregnancy is treated as any other illness or disability. Accumulated sick leave may be used for purposes of medical and dental appointments that cannot be scheduled during non-working hours.**
2. **Employees unable to work because of an illness or injury compensable under Workers' Compensation may elect to use accumulated sick leave as one (1) full day for each day of their normal, scheduled workweek which falls within the "waiting period" during which no Workers' Compensation is payable. After the three (3)-day waiting period, a regular employee may elect to use sick leave in an amount equal to the portion of the employee's total compensation which is not paid by Workers' Compensation Benefits. In no case can the combination of sick leave and Worker's Compensation benefits exceed the employee's base pay.**
3. **Employees who have exhausted their sick leave may, with supervisory approval, take vacation, personal days, or leave without pay.**
4. **Up to 12 days accumulated sick leave may be used each calendar year for illness in an employee's immediate family. For purposes of this policy, immediate family includes parents, spouses, children, stepchildren, foster children, siblings, wherever they may live, and related persons or Sponsored Adult Dependents living in the employee's immediate household. This time may also be used for the purpose of placement of an adoptive child in the employee's home or the care of that child immediately after placement.**
5. **When the University has just reason to believe that an employee is abusing the sick leave policy, employees may be required to furnish satisfactory proof of illness, injury, or of medical or dental appointment. Terminating employees will not receive payment for any unused accumulated sick leave.**
6. **Administrative, Service and Support employees will receive additional creditable service in calculating retirement benefits for all unused accumulated sick leave. Sick leave credit is allowed only upon actual retirement, and does not apply to deferred vested benefits. Any balance of unused sick leave is transferred with an employee transferring from one department or campus to another.**

E. RECORDING

Sick leave must be recorded in the University's central payroll system as part of the regular payroll processing cycle.

XXXII. FAMILY AND MEDICAL LEAVE ACT (FMLA)

A. SUMMARY

The Family and Medical Leave Act (FMLA) is a federal law that provides employees the right to take a leave of absence for family, medical reasons, and leave for military families while maintaining job protection.

B. ELIGIBILITY

Any individual who has been employed by the University for a total of at least 12 months at the time of the leave of absence, and has worked at least 1250 hours in the 12-month period preceding the leave is eligible for a family or medical leave. (Special limitations may apply to highly compensated employees.)

C. COVERAGE

The maximum leave permitted during a 12-month period is 12 weeks for eligible employees under all general leave conditions. The maximum leave permitted during a 12-month period is 26 weeks for eligible employees under covered service member leave or general and covered service member leave conditions combined.

1. General leave:

The University will provide up to 12 work weeks of leave within any 12-month period for any of the following reasons:

Birth of an employee's child(ren); adoption of a child by the employee, or official placement of a child with the employee for foster care (leaves for birth or adoption must be taken within 12 months of the event); care of a son, daughter, spouse or parent (not parent-in-law) having a serious health condition; and incapacity of an employee as a result of a serious health condition. Leave for the care of an adult son or daughter (at least 18 years old) is not covered unless required as a result of "mental or physical disability" as those terms are defined under the Americans with Disabilities Act.

A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent has been notified of an impending call or order to federal active duty in the Reserve or National Guard. Qualifying exigency leave may be taken for an adult son or daughter, including the employee's biological, adopted or foster child, stepchild and legal ward.

3. Covered Service Member Leave:

An eligible employee who is the spouse, son, daughter, parent, or nearest blood relative of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty and is actively receiving medical treatment, is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. The University requires medical certification from the military to certify that the service member is recovering from a serious illness or injury sustained in the line of duty on active duty and is actively receiving medical treatment.

D. NOTICE

Understanding of Policies Service/Maintenance Employees

The University requires a 30-day notice if the leave is foreseeable. For unforeseen circumstances, the University requires as much notice as is practicable.

E. LEAVE

Accrued vacation time and other paid leave programs, as appropriate under University policies, must be used as part of the leave period. Once vacation time and other paid leave programs are exhausted, FMLA leaves are without pay.

1. The University requires the health care provider to certify the necessity of the medical leave. Medical leave will be limited to the duration of the serious health condition, as defined by FMLA. Medical certification, provided by the military, is required for leave to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty and who is actively receiving medical treatment. For a qualifying exigency, the University may require a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the qualifying exigency.
2. An employee may take intermittent leave or leave on a reduced work schedule if medically necessary for his/her own serious health condition or the serious health condition of an immediate family member. Intermittent leave may also be taken for covered service member leave or a qualifying exigency. An employee who takes intermittent leave must make a reasonable effort to schedule such leave so as not to unduly disrupt University operations. Such leave is not available for birth, adoption or foster care.

F. BENEFITS

The University will continue benefit programs in which an employee was enrolled at the time of FMLA leave. In order for the coverage to be continued, the employee will be responsible for his/her portion of the cost. If an employee does not return from a leave or returns to employment but does not remain for a minimum period of thirty (30) days, he/she must reimburse the University for the cost of benefits coverage during the leave unless the reason for failure to return is due to a continuing serious health condition, either his/her own or a family member's, or because of other circumstances beyond the employee's control.

G. RETURN TO WORK:

A health care provider's certification may be required for return to work from the employee's own serious health condition. The department will return the employee to the same position he/she had before the leave or an equivalent position. The employee will be provided the level of benefits and seniority he/she had before the leave started.

XXXIII. FUNERAL LEAVE

A. SUMMARY

An employee will be granted a maximum of three (3) days, (twenty-four (24) hours), leave without loss of pay or vacation during the period starting on the date of death ending on the tenth calendar day after the funeral or memorial services, in accordance with this policy. Any additional days required must be charged to accrued vacation or taken as excused leave without pay.

B. DEFINITION

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Funeral leave may be taken for the following individuals: husband/wife; parent (including stepparent); grandparent/great grandparent; grandchildren; son/daughter; stepchild; brother/sister; mother-in-law/father-in-law; Sponsored Adult Dependent and foster children who have become members of family.

C. ELIGIBILITY

All regular employees are eligible to receive pay for funeral leave.

D. PROCEDURES

Funeral leave must be recorded in the University's central payroll system as part of the regular payroll processing cycle. Employees should enter the appropriate time reporting code.

XXXIV. JURY DUTY

- A. Any staff member who shall be called for jury service shall report the call to his/her immediate superior and shall be relieved from duties for the reasonable time required for rendering such jury service.
- B. The staff member 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 service is expected to report back to work for the balance of the shift if there are at least four (4) hours work available on his/her assigned schedule. 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 schedule 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.

XXXV. TIME OFF FOR VOTING

A. Summary

In compliance with the laws of the State of Missouri, all University employees may receive time off with pay for the purpose of voting. The term election shall be interpreted as including all elections which place local, state and national candidates and/or issues before the general public.

B. Eligibility

- 1. Any employee who is qualified and eligible to vote in any election held within the State of Missouri shall be excused from duty for a period necessary to allow three (3) successive hours for the purpose of voting, such period to include any off-duty time between the opening and closing of the polls. The employee shall be paid for any time requiring absence from duty to allow three (3) successive hours; provided, however, that such absence is requested prior to election day. The supervisor shall have the right to specify the time an employee may be absent for voting. An employee whose hours of work permit three (3) successive hours between the opening and closing of the polls when not on duty, will not be eligible for any paid time off for the purpose of voting.
- 2. An employee who commutes should arrange to cast an absentee ballot when, because of his/her travel arrangements, the voting place cannot be reached within the three (3) successive hours between the opening and closing of the polls. An employee who is a resident of another state and who commutes to work from another state shall 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 voting in any state or local elections.

XXXVI . LEAVES OF ABSENCE

A. SUMMARY

A leave of absence without pay may be granted when the requirements of the department permit, when such leave is for prolonged illness or injury, for employees who have been elected or appointed to an office of the union, or for any exceptional personal or institutional reason. Leaves of absence without pay may be granted only after all appropriate accumulated leave has been used. Such leave must be requested by the employee and recommended by the department chairperson or administrative head, and approved in accordance with the current delegation of authority.

B. ELIGIBILITY

Any regular employee may be granted a leave of absence without pay when approved by the proper authority in order to preserve the employee's employment rights and benefits. A leave of absence may be granted only if the employee has a bona fide intention to return to the University following the leave. Leaves of absence without pay may be granted only after all appropriate accumulated leave has been used. Only in exceptional situations should a leave of absence be granted to an employee having less than six (6) months service.

C. DURATION

All leaves of absence without pay of 30 calendar days or more must be approved in accordance with the current delegation of authority. Such leaves in excess of thirty (30) calendar days will become effective retroactive to the first day without pay. Leaves of absence of less than 30 calendar days may be handled as excused absences. A leave of absence may be granted for a period not to exceed one year but may not extend past the ending date of the employee's appointment. Extensions of approved leaves of absence, not to exceed one year each or extend beyond the ending date of the employee's appointment, must be approved according to the current delegation of authority.

D. TEMPORARY CLOSING

Employees in Housing, Food Services or similar units which periodically and temporarily close down or reduce the extent of their operation for specific periods of time not in excess of three (3) months may be granted a leave of absence during these periods when it is agreed that the employees will return to work at the earliest date their services are required. Leaves for temporary close down may not be extended beyond the period of three (3) months.

E. LEAVE OF ABSENCE FOR UNION BUSINESS

1. A personal leave of absence for up to one (1) year will be granted to a regular 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 University's Vice President, Human Resources, with a copy of the request addressed to the employee's immediate supervisor. The requests should include the begin and end dates of the leave and shall be given to the University as far in advance as possible but no later than two (2) weeks prior to the date is to begin.

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2. The personal leave of absence is without pay and employees on this type of leave of absence are not required to use accumulated vacation or personal days prior to such leave.
3. Such personal leave of absence may be renewed for an additional period when circumstances warrant renewal.
4. No more than three University of Missouri employees may be on such leave of absence at the same time.

F. ACCRUALS

1. Employees do not receive pay for holidays falling during the leave of absence.
2. While the period of the leave of absence is counted as length of service in computing vacation accrual rates, employees do not accumulate vacation or sick leave during the leave of absence. Exceptions may apply. (See HR 307 Workers' Compensation.)
3. Employees are granted personal days during the leave of absence. However, employees may not use personal days during the leave of absence and all unused personal days are lost at the end of the anniversary year if the employee is on leave of absence.
4. Other than for a leave of absence granted for extended illness or injury, military service, or research or development leave, and employee Family and Medical Leave, the period of leave of absence without pay is excluded in computing length of service under the University retirement plan; however, the leave of absence does not constitute an interruption of service. No leaves of absence, other than military service, or seasonal leave count toward vesting in the University retirement plan.

G. RETURN TO WORK

Upon expiration of a leave of absence, an employee is eligible for reinstatement to the former position or to one of similar requirements and compensation in the same department or division from which the leave was granted. Should a position not be available upon expiration of the leave of absence or return to work, the department chairperson or administrative head may request an extension until such time as a position for which the employee is qualified becomes available, for a period up to six (6) months. Employees shall have preferential hiring rights only in the department or division that granted the leave. Thereafter, the employee will be reinstated to the former position or to one of similar requirements and compensation in the same department or division from which the leave was granted. Failure to return to work upon expiration of the leave of absence or when a position becomes available results in termination of the employee's services.

H. PROCEDURES

1. A physician's statement may be required for each request for leave of absence and request for extension of leave of absence due to illness or injury by the department or Human Resource Services. An employee returning from a leave of absence for illness or injury may be required to present a physician's release. A Report of Absence must be submitted for each leave of absence granted with or without pay for a period of less than 30 calendar days.
2. Should an employee fail to return to work upon expiration of a leave of absence, the department chairperson or administrative head is responsible for initiating procedures to terminate the employee's service.

XXXVII. ADMINISTRATIVE LEAVE

A. SUMMARY

Administrative leave is paid time off for an employee's absence from work on those rare occasions when the employee is absent from the worksite at the direction of the University. Administrative leave is not an entitlement or benefit. Administrative leave for eligible employees must be authorized by the President, Vice President, Chancellor, or designee. In the event administrative leave is authorized, the employee will be granted the time off from work without loss of pay or other paid time off (e.g., vacation, sick or personal days).

B. ELIGIBILITY

Regular Administrative, Service and Support employees are eligible for administrative leave.

C. REPORTING REQUIREMENTS:

All use of administrative leave for eligible employees must be reported by use of the University's time collection procedures.

XXXVIII. EMERGENCY CLOSURE AND SUSPENSION OF OPERATIONS

A. SUMMARY

Under certain unusual and emergency circumstances, campus operations may be temporarily suspended (such as cancellation of classes) through partial or full campus closure.

B. SUSPENSION OF OPERATIONS

Suspension of operations may involve only some campus operations such as academic programs, buildings, and/or administrative operations, or may be full campus closure, depending on the situation and location. In full closure classes are cancelled, the majority of academic and administrative operations are suspended, and employees (except those designated as situationally critical for the event) are instructed that they should not report to work. However, even in full closure campuses will have certain continuous operations that must be maintained such as power plants, emergency personnel 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, major utility failure, etc.

C. ANNOUNCEMENT

All announcements of changes in operations will be released by the Chancellor through established campus processes.

D. AUTHORITY

Only the Chancellor or President has the authority to cancel classes and/or suspend campus operations, in part or full, in the event of an emergency such as a natural, mechanical, or man-made incident. The Chancellor may place into immediate effect any emergency regulations, procedures and other measures deemed necessary or appropriate to meet the emergency, safeguard persons and property and maintain educational activities.

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E. SITUATIONALLY CRITICAL EMPLOYEES

Each campus is responsible for identifying situationally critical employees, defined as those employees designated as critical to the operation of the University and who may be required to work by their administrative superior during a temporary closing. Situationally critical employees may differ, depending on the nature of the situation.

F. PAY PROCEDURES

Unless otherwise determined by the President, the following pay procedures will be in effect:

Regular 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 pay equivalent to holiday pay for all hours actually worked. If they are required to work less than their regular schedule, situationally critical employees will receive regular pay for those hours they are not required to work up to their regular FTE. Employees required to work during full closure will receive both premium pay for the hours worked and, in addition, those hours worked will count toward the calculation of weekly overtime pay. Employees designated as situationally critical who do not report to work, will not be paid during the closure. Should a closure extend beyond 5 days, regular employees may use accrued vacation, personal days, sick leave or take leave without pay.

Variable Hour and Student Employees: Variable hour and Student Employees who do not work during suspension of operations or closure will not be paid. However, such employees may be requested to work and will be paid under normal pay procedures for hours worked.

In the event of an emergency that does not result in full closure, pay policies will be determined by the Chancellor, depending on the situation.

XXXIX. POST OFFER PRE-EMPLOYMENT TESTING

A. SUMMARY

All final candidates for certain administrative, service, and support positions (regular, Variable Hour, per diem and student) are required to pass a post offer pre-employment physical examination as a last step in confirming the employment relationship. This examination is designed to determine whether or not an individual possesses the physical capabilities necessary to perform the essential functions of the job under consideration. If the individual does not demonstrate an ability to safely perform the essential functions of the position, with due consideration for reasonable accommodation, the offer of employment will be rescinded.

B. TESTING

An examination testing physical activities will be requested for final candidates of listed positions. The test will be administered after an employment offer is made to confirm the employment relationship. Test results are presented as a pass/fail result. Time away from work for current University employees will be compensated but any travel expense incurred will not be reimbursed. An individual who fails the examination must wait a period of six months before reapplying for the same or another position with similar or higher physical requirements, unless extenuating circumstances, temporary in nature, are shown to have contributed to the failure.

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C. INDIVIDUALS/POSITIONS-INVOLVED

All final candidates for certain administrative, service, and support positions (regular, non-regular, per diem and student) are required to pass the examination regarding essential functions of the job. A list of these positions is available by accessing: <http://www.umsystem.edu/ums/departments/fa/management/risk/coverages/workers.shtml>

D. REASONABLE ACCOMMODATIONS

Reasonable accommodations may be made for individuals with disabilities unless they impose an undue hardship on the institution. Such requests will be reviewed on a case-by-case basis.

XL. BACKGROUND CHECKS AND CRIMINAL CONVICTIONS

Union eligible employees are covered under the University of Missouri Background Check policy and procedures.

XLI. MISCELLANEOUS PROVISIONS

A. VARIABLE HOUR POSITIONS

Employees who start to work at the University of Missouri in a Variable Hour position with a 75% FTE or greater appointment, and who subsequently bid into a regular position will have their University service date retroactive to the date of Variable Hour employment.

The occupational date will be the date the employee enters a regular permanent position that was awarded through the bidding procedure.

B. CONTRACTING OUT

The University will notify the Union of any contracting out that affects bargaining unit employees.

C. PROGRESSIVE DISCIPLINE

As is current practice, the general principle of progressive discipline should be followed except where a more severe form of discipline is warranted. Progressive discipline may include oral warning, written warning, suspension and discharge. If an employee's record has been free of written warnings, reprimands or disciplinary actions for a period of one (1) year of continuous employment, the University will not base any current disciplinary actions on the earlier warnings, reprimands or disciplinary actions. If, however, additional warnings, reprimands or suspensions have been given during the past one year, then the employee's entire record will be considered in determining appropriate disciplinary action.

D. SAFETY CLAUSE

We affirm and subscribe to the principle that the University of Missouri has an obligation to furnish facilities in an environment that will provide reasonable protection from injury for employees. The University continues its commitment to providing a safe work environment. Employees aware of unsafe working conditions should report such incidents to their immediate supervisor or department head.

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E. DRIVER'S LICENSES

Employees who drive a vehicle on official University business must maintain a valid driver's license and are required to provide their supervisor with a copy of the license. An employee whose license is suspended or revoked, either temporarily or permanently, must report this to his/her supervisor immediately. Regular and periodic checks regarding the validity of employees' driver's license will be conducted by the supervisor. Employees may only operate a University vehicle for official University business.

F. APPRENTICESHIP PROGRAM

The unions and management agree to explore the development of apprenticeship programs / master programs for union eligible employees at those campuses where such programs do not already exist.

G. MEETING SPACE

The University will provide meeting space one time per quarter to be used for union business meetings. If special room or equipment set ups are required, those fees will be charged the same as any other group using the facilities and the union will be responsible for payment. The meeting space will not be used to conduct membership recruitment efforts.

H. RESERVATION OF MANAGEMENT RIGHTS CLAUSE

The University and the Union agree that the efficiency of University operations requires clear management authority and freedom to make decisions. It is further understood and agreed that this document constitutes the entire Understanding of Policies of both parties concerning wages, hours, working conditions and other terms and conditions of employment and that decisions on matters not expressly provided for herein are reserved exclusively to the University. Notwithstanding anything in this Understanding of Policies to the contrary, the University reserves the right to modify unilaterally any of the provisions including, without limitation, those related to wages, hours, working conditions and other terms and conditions of employment, under the following circumstances:

1. In the event, during the term of this Understanding of Policies, of a reduction in annual appropriations from the Missouri General Assembly to the University or the withholding by the Governor of appropriations made by the Missouri General Assembly such that the appropriated funds available for University operations are less than the appropriated funds available for University operations during the preceding fiscal year;
2. In the event of enactment, promulgation, amendment or repeal of a law or regulation applicable to the University during the term of this Understanding of Policies which results either in a reduction of revenue available or an increase in expenses for University operations when compared to such revenue or expenses for the preceding fiscal year or which renders any provision unlawful; or
3. In the event of an unforeseen change in circumstances from those in existence at the time this Understanding of Policies was entered into which would result in an unreasonable burden, financial or otherwise, on the University or its employees.

Prior to exercising its right to modify the provisions hereof any of the circumstances set forth in items 1, 2 or 3 above, the University will provide the Union with at least thirty (30) days prior written notice before implementing such modifications and will make a good faith

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effort to discuss the modifications, including the reasons therefore, with a Union representative within said thirty (30) day period prior to the effective date of such modifications.

XLII. TERM OF UNDERSTANDING OF POLICIES

This Understanding of Policies shall be in effect for the period January 23, 2015 through August 31, 2015.

January 25, 2015

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**SIGNATURES OF REPRESENTATIVE PARTICIPANTS IN
MEET AND CONFER DISCUSSIONS
JANUARY 2015**

FOR UNIVERSITY OF MISSOURI

**Elizabeth A. Rodriguez
Vice President for Human Resources**

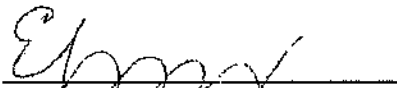
FOR EXCLUSIVE REPRESENTATIVE

**Doug Williams
Business Representative
International Union of Operating Engineers
Local 148**

January 25, 2015

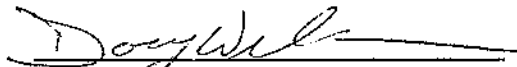
SIGNATURES OF REPRESENTATIVE PARTICIPANTS IN
MEET AND CONFER DISCUSSIONS
JANUARY 2015

FOR UNIVERSITY OF MISSOURI



Elizabeth A. Rodriguez
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FOR EXCLUSIVE REPRESENTATIVE



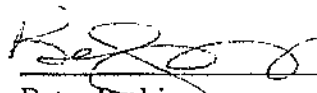
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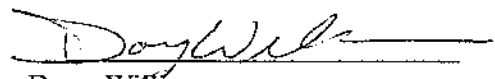
Agreement Between the University of Missouri and the International Union of Operating Engineers, Local 148

The following are issues to be addressed during the agreement period January 23, 2015 through August 31, 2015:

1. The University will be discussing with Local 148 the change of union eligible positions to the non-union staff compensation structure, including new pay ranges and titles that will be consistent across campuses. We are hopeful that this project will address the wage parity issue between Missouri S&T and UM-St. Louis.
2. The University will be discussing with Local 148 the concept of merit pay for union eligible employees. Employees' current pay will not decrease as a result of 1 and 2.
3. The University will be discussing with Local 148 changes to the University's leave programs, including but not limited to vacation, sick leave, and personal days.



Betsy Rodriguez
Vice President for Human Resources
University of Missouri System



Doug Williams
Business Representative
International Union of Operating Engineers
Local 148

1/23/15

Date

1-30-15

Date

RECEIVED FEB 03 2015