UNDERSTANDING OF POLICIES

THE UNIVERSITY OF MISSOURI

AND

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 773, AFL-CIO

EFFECTIVE PERIOD September 1, 2017 to August 31, 2019

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

A. PREAMBLE

WHEREAS certain employees at several campuses of the University of Missouri (University of Missouri-Columbia, University of Missouri-Kansas City and University of Missouri Health Care) have elected to be exclusively represented by Laborers' International Union of North America, Local 773, AFL-CIO.

WHEREAS, representatives of the University have met, conferred and discussed with the Unions 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).

II. RECOGNITION

A. The Board of Curators recognizes Laborers' International Union of North America, Local 773, AFL-CIO as the exclusive bargaining agents 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.

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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 University of Missouri-Kansas City and University of Missouri Health Care, and six (6) members from the University of Missouri- Columbia campus.

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.

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 DISCUSSIONS

It is understood that union eligible employees are covered by University and Board policy. During meet and confer sessions 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 union 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 (Laborers' International Union of North America, Local 773) 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 Resources.

c. Such employees desiring such deduction shall execute the authorization provided for in Section G.1.a to be delivered to Human Resources.

d. Regular employees who have completed their probationary period and are 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.

2. 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 University by the appropriate union. Such deduction shall be made twice each month, and the University 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 University 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 (Laborers' International Union of North America, Local 773), effective with the first payroll period beginning on or after the first January 1 following the date of this revocation."

The University 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 University during the month of December.

4. The University is hereby authorized to make such rules and regulations as may be necessary or desirable to carry into effect the terms of this resolution.

H. COLLECTED RULES AND REGULATIONS

September 1, 2017
The parties agree that the Collected Rules and Regulations (CRRs) of the University, otherwise known as the governing rules of the University of Missouri System as established from time to time by the President or the Board of Curators, applies in full to all employees of the University of Missouri including those otherwise covered by an Understanding of Policies. The CRRs supersede any and all other agreements that may be in place, including but not limited to this Understanding of Policies, and are hereby incorporated by reference as if fully set forth herein. In the case of any conflict between the CRRs and this Understanding of Policies, the former controls (in this regard see also Article XLII, Paragraph H). The CRRs may be accessed online at any time at the following: http://www.umsystem.edu/ums/rules/collected_rules.

Provided, further, the parties agree to comply with the applicable Equity Resolution Process for Resolving Complaints of Harassment, Sexual Misconduct and other Forms of Discrimination against a Staff Member as adopted by the Board of Curators. In the case of any conflict between the Equity Resolution Process and this Understanding of Policies, the former controls. The Equity Resolution Processes are available online under the CRR 600): https://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/chapter_600.050_equity_resolution_process_for_resolving_complaints.

IV. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

A. POLICY

The Curators of the University of Missouri does hereby reaffirm and state the policy of the University of Missouri on Equal Employment/Educational Opportunity and Nondiscrimination.

1. Equal Opportunity is and shall be provided for all employees and applicants for employment on the basis of their demonstrated ability and competence without unlawful discrimination on the basis of their race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law. This policy shall not be interpreted in such a manner as to violate the legal rights of religious organizations or the recruiting rights of military organizations associated with the Armed Forces or the Department of Homeland Security of the United States of America.

2. Equal Opportunity is and shall be provided for all students and applicants for admission without unlawful discrimination on the basis of their race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law. This policy shall not be interpreted in such a manner as to violate the legal rights of religious organizations or the recruiting rights of military organizations associated with the Armed Forces of the Department of Homeland Security of the United States of America.

The University of Missouri does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law. The University's Nondiscrimination policies apply to any phase of its employment process, any phase of its admission or financial aid programs, other aspects of its educational programs or activities, and instances occurring in other settings, including off-campus, if there are effects of the conduct that interfere with or limit any person's ability to participate in or benefit from the University's educational programs, activities or employment. Notices of Nondiscrimination are

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posted online and in physical locations for the UM System and each of the campuses.

The President of the University shall establish affirmative action procedures to implement this policy.

B. Definition of Discrimination and Harassment.
For purposes of determining whether a particular course of conduct constitutes prohibited discrimination or harassment under this policy, the following definitions will be used:

1. Conduct that constitutes sex discrimination (including discrimination on the basis of sex, pregnancy, gender identity, and gender expression), sexual harassment, sexual misconduct, stalking on the basis of sex, dating/intimate partner violence or sexual exploitation is defined in Section 600.020 – Sex Discrimination, Sexual Harassment and Sexual Misconduct in Employment/Education Policy.

2. Conduct that is based upon an individual's race, color, national origin, ancestry, religion, sexual orientation, age, disability, protected veteran status, or any other status protected by applicable state or federal law that:
   a. Adversely affects a term or condition of employment, education, living environment or participation in a University activity; or
   b. Creates a hostile environment by being sufficiently severe or pervasive and objectively offensive that it interferes with, limits, or denies the ability to participate in or benefit from the University's educational programs, activities, or employment.

C. Equity Officers.
Duties and responsibilities of the University's Equity Officers include monitoring and oversight of overall implementation and compliance with the University's Equal Employment/Educational Opportunity and Nondiscrimination Policy, including coordination of training, education, communications and coordination with the equity resolution processes for faculty, staff, students and other members of the University community and investigation of complaints of discrimination, harassment, and retaliation.

Any person having inquiries concerning this policy should contact their respective UM System or campus Equity Officer.

D. Equity Resolution Process

The University is committed to preventing and eliminating impermissible discrimination and harassment in its educational programs, activities and employment. To that end, the University maintains policies regarding reporting, investigation, and resolution of complaints of discrimination, harassment, or sexual misconduct. Specifically, please see CRR 600 (030-040-050-060):
https://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportuni ty/ch600:

Section 600.030 – Equity Resolution Process for Resolving Complaints of Discrimination, Harassment and Sexual Misconduct against a Student or Student Organization
Section 600.040 – Equity Resolution Process for Resolving Complaints of Discrimination, Harassment and Sexual Misconduct against a Faculty Member
Section 600.050 – Equity Resolution Process for Resolving Complaints of Discrimination, Harassment and Sexual Misconduct against a Staff Member
Section 600.060 – Equity Resolution Process for Resolving Complaints of Discrimination and Harassment against the University of Missouri

September 1, 2017
V. SEX DISCRIMINATION, SEXUAL HARASSMENT AND SEXUAL MISCONDUCT POLICY

E. SUMMARY

The University is committed to affording equal employment and education opportunities to its employees and students, and to creating an environment free from discrimination (see Section 600.010 of the Collected Rules and Regulations). In furtherance of these commitments, both University policy and applicable state and federal law, prohibit all students, employees, volunteers and visitors at the University from engaging in discrimination on the basis of any protected characteristic, including sex, pregnancy, gender identity, and gender expression. In addition, University policy and the law prohibit sexual misconduct, sexual harassment, stalking on the basis of sex, dating/intimate partner violence, and sexual exploitation, as defined in Section 600.020.B. As used in this policy, the word "sex" is also inclusive of the term "gender." See CRR 600.020 Sex Discrimination, Sexual Harassment and Sexual Misconduct in Education/Employment Policy: https://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/600.020_sex_discrimination_sexual_harassment_and_sexual_misconduct.

This policy applies to any phase of its employment process, any phase of its admission or financial aid programs, and all other aspects of its educational programs or activities. Additionally, this policy applies to allegations of sexual misconduct or allegations of other forms of sex discrimination, as defined in Section 600.020.B., occurring in other settings, including off-campus, if there are effects of the conduct that interfere with or limit any person's ability to participate in or benefit from the University's educational programs, activities or employment. Notices of nondiscrimination are posted online and in physical locations for the UM System and each of the campuses.

F. Definitions

1. Sex Discrimination.
   Sex discrimination is conduct that is based upon an individual's sex, pregnancy, gender identity, or gender expression that adversely affects a term or condition of an individual's employment, education, living environment, or participation in a University activity.

   In addition, sexual harassment, sexual misconduct, sexual exploitation, stalking on the basis of sex and dating/intimate partner violence, as further defined below, are forms of sex discrimination which are prohibited under this policy.

2. Sexual Harassment.
   Sexual harassment is defined as:
   a. Unwelcome sexual advances or requests for sexual activity by a person or persons in a position of power or authority to another person; or
   b. Other unwelcome verbal or physical conduct of a sexual nature or because of sex, pregnancy, gender identity, or gender expression when:
      (1) Submission to or rejection of such conduct is used explicitly or implicitly as a condition for academic or employment decisions; or
      (2) Such conduct creates a hostile environment by being sufficiently severe or pervasive or objectively offensive that it interferes with, limits or denies the ability to participate in or benefit from the University's educational programs, activities, or employment.

Sexual misconduct includes: 1) Nonconsensual sexual intercourse; 2) Nonconsensual sexual contact involving the sexual touching of a body part (i.e., the lips, genitals, breast, anus, groin, or buttocks of another person) or the nonconsensual sexual touching of another with one's own genitals whether directly or through the clothing; 3) Exposing one's genitals to another under circumstances in which one should reasonably know that the conduct is likely to cause affront or alarm; or 4) Sexual exploitation.

4. Stalking on the Basis of Sex.
Stalking on the basis of sex is following or engaging in a course of conduct on the basis of sex with no legitimate purpose that makes another person reasonably concerned for their safety or would cause a reasonable person under the circumstances to be frightened, intimidated or emotionally distressed.

5. Dating/Intimate Partner Violence.
Violence, threats of violence, intimidation and acts of coercion committed by a person who is or has been in a social relationship of a romantic or intimate nature with the recipient of the violent behavior.

Sexual exploitation occurs when one person takes nonconsensual or abusive sexual advantage of another person for one's own advantage or benefit or for the advantage or benefit of anyone other than the person being exploited and which behavior does not constitute any other form of sexual misconduct. Examples of sexual exploitation include, but are not limited to, the following activities done without the consent of all participants:
   a. Invasion of sexual privacy;
   b. Prostituting another person;
   c. Taping or recording of sexual activity;
   d. Going beyond the boundaries of consent to sexual activity (e.g., letting your friends hide to watch you engaging in sexual activity);
   e. Engaging in voyeurism;
   f. Knowingly transmitting an STI, STD, venereal disease or HIV to another person;
   g. Inducing another to expose their genitals;
   h. Nonconsensual distribution of intimate images;
   i. Use or distribution of drugs or alcohol with intent to facilitate sexual contact without consent (i.e., predatory drugs or alcohol).

7. Consent to Sexual Activity.
Consent to sexual activity is knowing and voluntary. Consent to sexual activity requires of all involved persons a conscious and voluntary agreement to engage in sexual activity. Each person engaged in the sexual activity must have met the legal age of consent. It is the responsibility of each person to ensure they have the consent of all others engaged in the sexual activity. Consent must be obtained at the time of the specific activity and can be withdrawn at any time. Consent, lack of consent or withdrawal of consent may be communicated by words or non-verbal acts.

Someone who is incapacitated cannot consent. Silence or absence of resistance does not establish consent. The existence of a dating relationship or past sexual relations between the Parties involved should never by itself be assumed to be an indicator of consent. Further, consent to one form of sexual activity does not imply consent to other forms of sexual activity. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Coercion and force, or threat of either, invalidates consent.

8. Incapacitated or incapacitation.
A state in which rational decision-making or the ability to consent is rendered impossible because of a person's temporary or permanent physical or mental impairment, including but not limited to physical or mental impairment resulting from drugs or alcohol, disability, sleep, unconsciousness or illness. Consent does not exist when the Respondent knew or should have known of the other individual's incapacitation. Incapacitation is determined based on the totality of the circumstances. Incapacitation is more than intoxication but intoxication can cause incapacitation.

Factors to consider in determining incapacity include, but are not limited to, the following:

- Lack of awareness of circumstances or surroundings (e.g., an inability to understand, either temporarily or permanently, the who, what, where, how and/or why of the circumstances; blackout state)
- Inability to physically or verbally communicate coherently, particularly with regard to consent (e.g., slurred or incoherent speech)
- Lack of full control over physical movements (e.g., difficulty walking or standing without stumbling or assistance)
- Physical symptoms (e.g., vomiting or incontinence).

G. Title IX Coordinators.

Duties and responsibilities of the University's Title IX Coordinators include monitoring and oversight of overall implementation of Title IX compliance at the University, including coordination of training, education, communications and coordination with the Equity Resolution Processes for faculty, staff, students and other members of the University community and investigation of complaints of sex discrimination. The University may designate Deputy Coordinators as needed to assist in fulfillment of the Coordinator's duties and responsibilities.

NOTE: All references to "Title IX Coordinator" throughout this policy refer to the Title IX Coordinator or the Coordinator's designee.

Any person having inquiries concerning the application of Title IX should contact their respective UM System or campus Title IX Coordinator.

VI. EMPLOYEES WITH DISABILITIES / REASONABLE ACCOMMODATIONS

POLICY

It is the policy of the University to provide equal employment opportunity to employees and applicants for employment without unlawful discrimination on the basis of disability.

The University will seek to provide reasonable accommodation to the known physical or mental limitations of a qualified individual with a disability who is an employee or applicant for employment, unless the accommodation would impose an undue hardship on the University. Any complaints of disability discrimination or failure to accommodate should be processed through the appropriate Equity Resolution Process.

The University prohibits discrimination against or harassment of employees or applicants for employment on the basis of disability, including because the individual has requested a reasonable accommodation or made a complaint of disability discrimination. For more information, see this CRR policy online: https://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/600.080_policy_related_to_employees_with_disabilities.
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 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

For employees supported by a federal grant or contract, 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 may conduct drug testing under reasonable suspicion and, in addition, the University may conduct pre-employment testing for health and safety sensitive positions. However, the University will seek input from union representatives prior to implementing policies. Exception: University of Missouri Health Care employees are covered under a separate policy.

VIII. SENIORITY

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

A. 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, and (3) University.
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.

E. LAYOFF LEAVE OF ABSENCE

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.

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.

G. 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.

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. 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.

I. SENIORITY LISTS

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.

J. JOB OPENINGS-PROMOTIONS AND TRANSFERS

1. 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.

2. 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.

3. 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.

4. 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 University service will be given preference.

5. 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 Resources 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, 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. See Article XL, POST OFFER PRE-EMPLOYMENT TESTING.

6. 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.

7. Employees transferring from one shift to another in the same classification and department are not required to serve a qualifying period.

8. Job postings are required for all shift changes, i.e., moving from day shift to evening or night shift. A change to an employee's start time within the same shift is not considered a shift change for bidding purposes, but employees will be given advance notice of change, to the extent possible.

Documentation of an oral warning should not be considered a written warning.
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. PROBATIONARY AND QUALIFYING PERIODS

A. SUMMARY

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 non-regular employee may process a grievance concerning issues of application/interpretation of University policies and procedures.

B. EXTENSION OF PROBATIONARY PERIOD

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 Resources. 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 Resources. 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

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.

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 DURING THE PROBATIONARY PERIOD

September 1, 2017
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. There shall be no University responsibility for reemployment or continued employment of probationary employees.

XI. GRIEVANCE PROCEDURE

A. SUMMARY

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 regular employee may process a grievance regarding any of these matters upon completion of their probationary period. In addition, a probationary or non-regular employee may process a grievance concerning application or interpretation of University policies and procedures. The grievance procedure should not be used in connection with a matter relating to a complaint of discrimination, harassment, or sexual misconduct. Such complaints should be addressed in accordance with the applicable Equity Resolution Process:

1. Section 600.030 Equity Resolution Process for Resolving Complaints of Discrimination, Harassment, and Sexual Misconduct against a Student or Student Organization;
2. Section 600.040 Equity Resolution Process for Resolving Complaints of Discrimination, Harassment, and Sexual Misconduct against a Faculty Member;
3. Section 600.050 Equity Resolution Process for Resolving Complaints of Discrimination, Harassment, and Sexual Misconduct against a Staff Member;
4. Section 600.060 Equity Resolution Process for Resolving Complaints of Discrimination, Harassment, and Sexual Misconduct against the University.

B. Procedures for Processing Grievances

1. Should an employee or the employee’s representative feel after oral discussion with the immediate supervisor that employee’s rights under University policy have been violated, the employee may originate a grievance within ten (10) days of the date the alleged grievable act occurred, by presenting the facts in writing to the proper 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 response.

2. Should the employee decide the decision is unsatisfactory, the employee or the employee’s representative shall within five (5) days submit an appeal to the Campus Grievance Representative. The Campus Grievance Representative or designee shall respond in writing to the grievant within five (5) days from the date of the review. If the grievance is resolved, no further action will be necessary.

3. If the grievance is not satisfactorily resolved, the employee or the employee’s representative, may appeal within five (5) days after receipt of response to the University Grievance Representative or a designated representative for the purpose of reviewing the grievance. The decision of the University Grievance Representative or designee shall be made in writing to the employee and/or to employee’s representative within five (5) days after the date of the review.
4. Should the employee decide that the reply of the University Grievance Representative or designee is unsatisfactory, the matter may be appealed within five (5) days of receipt of the response through the University Grievance Representative to a grievance committee which shall be established as follows:

   a. The employee or employee's representative may designate one member.

   b. The University through its Grievance Representative, with the approval of the chancellor of the campus, shall appoint one member.

   c. The selection of 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. The selection will be made by reducing the list in alternate turns. The toss of a coin shall determine the elimination sequence.

   d. A decision of the grievance committee may be reached upon the concurrence of any two of the three members. A hearing will be scheduled as soon as feasible after selection of the third committee member.

   e. 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. Upon the rendering of its decision, the complete record shall be filed in the Office of the President of the University and shall be available to the employee, employee's representative and the University Grievance Representative.

   f. Any cost of the third party on the committee and cost of transcript (if requested) shall be paid equally by the employee and the University.

5. In the event the decision of the grievance committee is unsatisfactory to either the employee or the University Grievance Representative, either may within five (5) days after receipt of the decision appeal to the Board of Curators by delivering such notice of appeal to the President of the University.

6. Upon the receipt of the notice of appeal, the President of the University shall cause the record of the hearing before the grievance committee to be filed 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.

7. The prescribed time limits may be extended by mutual agreement whenever necessary in order for these provisions to be implemented.

8. The interpretation of “days” within this section is to be normal workdays (Monday through Friday) exclusive of official University holidays.

9. The parties recognize that salary increases (excluding the application and/or calculation of salary/wages), performance evaluations and job reclassifications are not subject to the grievance process, and are exclusively governed by Article XLIII, Paragraph G, of this Agreement, otherwise known as the **Reservation of Management Rights Clause**.

10. For more information, see this CRR policy online at: [https://www.umsystem.edu/ums/rules/collected_rules/grievance/ch380/380.010_grievanc](https://www.umsystem.edu/ums/rules/collected_rules/grievance/ch380/380.010_grievanc)
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 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 Resources. Department supervisory personnel are responsible for providing each new staff member with the necessary on-the-job 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 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. WORK WEEK

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

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. Employees of University of Missouri Health Care may be assigned to an eighty (80) hour, fourteen (14) day working period, but will receive a minimum of two (2) consecutive days off at a time.

E. 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 Resources. 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.

Exception: University of Missouri Health Care employees are covered under a separate policy (HR Policy 5016).

A. SUMMARY

Dependable and prompt attendance is an essential function of every staff position at the University. The efficiency of the entire work group is impaired if every individual is not present when expected. Planned absences such as vacations should be scheduled in advance. Unscheduled absences and tardiness are particularly disruptive and must be kept to an absolute minimum. This policy contains minimum criteria. Departments may establish specific departmental rules with the approval of Human Resources.

B. SCHEDULED ABSENCES

Planned absences and other excused absences with or without pay must be requested and approved in advance. Medical appointments and scheduled surgery must also be approved by the supervisor.

C. UNSCHEDULED ABSENCES

Unplanned absences can be very detrimental to workplace efficiency. 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.

D. 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. 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 workweek.

E. DISCIPLINE

Employees who are frequently tardy, absent, leave work early, or who fail to follow approved departmental guidelines for notification are subject to disciplinary procedures up to and including termination.

F. 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 disciplinary action, up to and including immediate termination of employment. Supervisors are responsible for reviewing, approving and correcting reported time. Supervisors must 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

September 1, 2017
Whenever possible, all employees shall be permitted two (2) 15 minute rest periods, to be designated by the University, during the normal work day.

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. PERFORMANCE APPRAISAL REVIEW PROCESS

A. The following Performance Appraisal Review Process shall be implemented by September 1, 2017, for employees covered by this Understanding of Policies at the University of Missouri-Columbia and the University of Missouri-Kansas City. Performance Appraisal Reviews of this nature are not considered grievances and are not subject to the provisions provided for grievable issues as outlined herein or by University policy or the CRRs; at all times the policies and CRRs are considered the governing documents related to the operations of the University and matters of employment for all employees.

B. Requests for review must be made by the employee, in writing, within ten (10) business days following the communication of the disputed performance rating to Human Resources. The following procedure shall apply:

1. GUIDELINES:
   Employees are subject to an Understanding of Policies which is currently in effect by its terms and the following units are eligible for participation in this Program:

   a. University of Missouri-Columbia (as represented by LiUNA Local 773) and covered by this Understanding of Policies;

   b. University of Missouri-Kansas City (as represented by LiUNA Local 773) and covered by this Understanding of Policies;

   c. No other employees, employee groups, workers or affiliated persons of the University are eligible for participation in this Program other than those described immediately above.

2. The overall rating must be equivalent to "Needs Improvement" or "Does Not Meet Expectations" (or an equivalent, dependent on the current organizational nomenclature).

3. The employee shall state what component(s) of the appraisal with which they disagree.

   The employee shall submit their request to campus Human Resources, who will maintain a list of three to five neutral party reviewers from the University community. The employee will then prioritize the list and the reviewer will be selected based on his or her availability. The review is independent, meaning that the reviewer shall not have been involved with the initial review of the employee.

   Any review may include Union representation as requested by the employee; the
supervisor may include management representation. The parties agree that if additional
Union representation is present during the review, the representative’s role will be to assist
the employee when speaking and the representative will not interfere with the free
exchange of dialogue between the employee and their immediate supervisor.

The resulting determinations will be communicated to the employee within a reasonable
period of time following completion of the review.

4. Decisions of the reviewer shall be considered final.

University of Missouri Health Care (Effective September 1, 2014)

1. The overall rating must be less than "Successful", or "Off-Track" (or an equivalent,
dependent on the current organizational nomenclature).

2. A member of the hospital’s human resources staff will be responsible for a second-level
review of the initial review completed by the employee’s immediate supervisor when the
employee receives a lower rating than "Successful".

3. The human resources staff member facilitating the second-level review is independent
from the initial review, meaning that the human resources representative was not involved
with the initial review of the employee.

4. The employee may have union representation present during the second-level review if so
requested by the employee. If a union representative is present during the second-level
review, the representative’s role will be to assist the employee when speaking and the
representative will not interfere with the free exchange of dialogue between the employee
and his or her immediate supervisor.

XVIII. 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.

E. Implementation of Revised Compensation Structure.
The University implemented a three (3) year phased implementation of a revised union eligible

September 1, 2017
compensation structure as summarized below for the University of Missouri-Columbia and the University of Missouri-Kansas City.

1. Year One (initiated in 2015 and delivered by June 30, 2016): Implementation of a revised and consistent title structure for union eligible employees.

2. Year Two (effective September 1, 2016): Implementation of a performance appraisal review process for employees whose performance rating falls below "Successful".

3. Year Three (effective September 1, 2017): Implementation of full merit and pay programs and structures. (University of Missouri Health Care implemented January 1, 2015 as defined by the 2015 agreement.)

F. Funding for University of Missouri Health Care 2017 Staff Merit Pay Increases:
   a. Funding for increases will be allocated based on appropriate system approvals; employees rated as being "On-Track" will receive two percent (2%) and those rated as "Role Model" earn an additional 2% lump sum payment.

G. Business Unit Specific Changes:
   University of Missouri Health Care:
   1. Distribution techs and plant engineering employees will have a $125 boot allowance (effective November 1, 2017). Drivers will not receive the boot allowance.

2. Shift differential increases based on market reviews conducted by MUHC Compensation (effective November 5, 2017) for the following titles: all $ rates
   a. Anesthesia Technician (Evening $2.00, Night 2.00 Weekend $2.00)
   b. Care Team Associate-Support (Evening $2.00, Night $2.00, Weekend $2.00)
   c. Healthcare Driver (Evening $2.00, Night $2.00, Weekend $2.00)
   d. Distribution Technician – Materials Management (Evening $2.00, Night $2.00, Weekend $2.00)
   e. Medical Laboratory Assistant (Evening $1.00, Night $1.00, Weekend $1.00)
   f. Sterile Processing Technician (Evening $2.00, Night $2.00, Weekend $2.00)
   g. Linen Attendant (Evening $2.00, Night $2.00, Weekend $2.00)
   h. Healthcare Stores Clerk (Evening $2.00, Night $2.00, Weekend $2.00)

University of Missouri Health Care will consolidate the Healthcare Refrigeration Technician and Healthcare HVAC Mechanic into a new position, Healthcare HVAC Mechanic (effective November 5, 2017). All persons in the previous title will be in the same pay grade with:
   a. Refrigeration Technician wages moving one pay grade with a $1.65 per hour increase.
   b. HVAC Technicians will receive a $0.61 per hour increase.
   c. The revised job description will include refrigeration duties and required EPA certifications; current Healthcare HVAC Mechanics will be exempt from the EPA certification.
   d. There will be no change to occupational seniority.
   e. All new hires after August 27, 2017 will be required to have EPA certifications prior to being hired.

XIX. SERVICE/MAINTENANCE LONGEVITY INCREASES
   Note: Applies to employees hired BEFORE August 27, 2017

September 1, 2017
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 Resources. 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 hired before August 27, 2017 are "grandfathered" for this section, as long as they remain in the same job title, and can receive the greater of merit OR step progression to their maximum step as outlined here.

New employees will normally receive a rate one step below the job rate during their probationary period. Such employees will be increased to the job rate (second step) upon satisfactory completion of the probationary period. The increase will become effective on the workday following satisfactory completion of the probationary period. Employees 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, or 1 1/2 years at Step 2, whichever is earlier;

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

When certification is obtained in any title that does not change the duties of the employee, the employee will not start over for their time served in title for the purposes of longevity increases.

XX. 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 (or in excess of the FLSA approved standard for police and certain hospital employees).

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.
Understanding of Policies
Service/Maintenance Employees
Local 773

C. Overtime pay shall be 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.

XXI. SHIFT DIFFERENTIAL
Exception: University of Missouri Health Care employees are covered under a separate policy.

University of Missouri-Columbia and University of Missouri-Kansas City

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 authorized by the University, 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 p.m. and before 4 a.m. 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 p.m. and 4 a.m.

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 2 p.m. and before 4 a.m. 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 authorized by the University and campus Human Resources. 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 HR Policy 204 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. On an individual campus the shift differential rate may vary by job title as approved by the University or a designee. Only one rate will be authorized per title on a campus. However, the shift differential rate assigned to a job title may vary from campus to campus, if approved by the University. Eligible titles and rates are provided in Appendix A, Article XLIV. 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.

XXII. PAY FOR WORK IN HIGHER CLASSIFICATION

When bargaining unit employees are assigned the duties of a higher paying job classification for a period exceeding fifteen (15) consecutive days, they shall be paid the higher rate commencing on the sixteenth (16th) day.

XXIII. 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.

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.

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.

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.

C. 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.

D. Employees attending union meetings or participating in any other union activity which takes them off the job should not be paid for such time.
XXIV. 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 (or in excess of the FLSA approved standard for certain policy and hospital employees). Work Schedules during the workweek are not to be changed because of this wage-hour overtime regulation.

XXV. 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. Exception: This policy does not apply to University of Missouri Health Care employees.

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.

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.

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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. UM Health Care employees who are on standby will be paid a flat rate per hour of call. Those hours will not be credited towards overtime.

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 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.

XXVI. SERVICE/MAINTENANCE TRANSFER

A. SUMMARY

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

Note: Union eligible employees hired before August 27, 2017 are “grandfathered” into the longevity increase program as long as they remain in the same job title, and can receive the greater of merit OR step progression to their maximum step.

B. LOWER TO HIGHER RANGE

A promotion occurs when an individual moves to a new job with a higher grade. Salary offers will be based on job qualifications, market and internal equity considerations. The increase should not result in pay above the maximum of the new range.

C. SAME RANGE

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A lateral transfer occurs when an employee accepts a different position with a comparable level of responsibility within the same job grade. A lateral move provides an opportunity for employees to broaden their skills and experience to further career development. Employees who transfer from one position to another in the same title should not receive an increase in the employee's base pay. Employees who transfer from one position to another position with a different title may receive a different pay rate based on qualifications, market and internal equity considerations.

D. HIGHER TO LOWER RANGE

A demotion occurs when an employee moves to a position in a lower salary grade. Demotions may be voluntary (elected by the employee) or involuntary (based on performance or due to organizational changes). If an employee voluntarily transfers to a position in a lower pay grade, they will be moved to a rate within the new range.

When an involuntary demotion occurs due to an organizational change the employee may keep their current rate of pay. If the employee's salary is higher than the maximum of the range, the employee's pay may be frozen until it moves back into the new pay range. Employee's whose salary continues to be higher than the maximum of their classification pay range may be eligible for lump sum payment equal to annual wage increase available each year after.

E. 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, unless otherwise agreed/negotiated.

F. EFFECTIVE DATE

In all cases, the new wage rate will become effective at the beginning of the pay period in which the transfer occurs. Exceptions to any of the provisions to this policy must be approved by UM Human Resources.

XXVII. 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

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

E. INFORMATION AND ASSISTANCE

Information and assistance regarding coverage, claims or the administration of Workers' Compensation Insurance are available from campus workers' compensation coordinator, or the UM Office of Risk & Insurance Management.

XXVIII. 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

1. 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 retiree credit and will continue to 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.

XXIX. 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.

XXX. 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. Exception: This does not apply to University of Missouri Health Care employees.
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 prorated 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

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.

Exempt regular employees will receive compensatory straight time off if required by their administrative superior to work on a holiday.

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.

XXXI. 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 prorated basis. Employees may accumulate twice their annual accrual.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Accrual Rates (Days Per Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 or less</td>
<td>12</td>
</tr>
<tr>
<td>Over 5</td>
<td>17</td>
</tr>
<tr>
<td>Over 15</td>
<td>22</td>
</tr>
</tbody>
</table>

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 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 non-regular 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 status 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.

XXXII. 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 prorated 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. ELIGIBILITY

All regular Administrative, Service & Support employees are eligible to receive personal days.

C. 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.

D. PROCEDURES

Employees required to work on a previously scheduled personal day receive 1 1/2 time 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.

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

XXXIII. SICK LEAVE

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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 prorated basis.

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

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.

1. 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.

2. Employees who have exhausted their sick leave may, with supervisory approval, take vacation, personal days, or leave without pay.

3. 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 Dependent 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.

4. 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.

5. 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.

XXXIV. FAMILY AND MEDICAL LEAVE ACT (FMLA)

A. Purpose

This policy describes provisions and resources supporting the University's strong commitment to the Family and Medical Leave Act (FMLA), which provides eligible employees with job-protected unpaid leave for specified family and medical reasons. See 340.010 Family and Medical Leave: https://www.umsystem.edu/ums/rules/collected_rules/personnel/ch340/340.010_family_and_medical_leave.

B. Scope

This policy applies to eligible faculty and staff employees of the University. Faculty as well as other members of the University's community should refer to applicable Collected Rules and Regulations or other administrative resources for additional information regarding leaves of absence. This policy will not be construed to diminish or alter any faculty leave authorized by Section 340.070.B.2 of the Collected Rules and Regulations and the provisions of Section 340.070.B.2 shall control in the event of any inconsistency in this policy.

C. Definitions

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

2. Serious Health Condition.
   A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
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a. Inpatient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);

b. Period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
   1. Treatment by or under the orders of a health care provider on at least two (2) occasions within the first thirty (30) days of the incapacity; or
   2. Treatment by a health care provider on at least one (1) occasion within the first seven (7) days of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider.

c. Any period of incapacity due to pregnancy, or for prenatal care;

d. Chronic serious health condition requiring periodic visits (defined as a least twice per year) for treatment by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity;

e. Permanent or long-term conditions requiring supervision for which treatment may not be effective; or

f. Multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

3. Key Employee.
   An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave if holding the employee's position would cause substantial and grievous economy injury to the University's operations, as defined by law. A "key employee" is an employee who is salaried and is among the highest paid ten percent of all employees employed by the University within 75 miles of the place where the employee reports to work. A key employee will be given notice regarding denial of reinstatement and will be afforded other rights as required by the FMLA and its implementing regulations.

4. Intermittent and Reduced Schedule Leave.
   Leaves taken to care for an employee's covered family member, the employee's own serious health condition, or to care for a qualified service member may be taken intermittently or on a reduced leave schedule when medically necessary, provided a health care provider certifies the expected duration and schedule of such leave. Leave for military exigency may also be taken intermittently or on a reduced leave schedule.

Employees who are approved for intermittent FMLA must continue to comply with the normal call-in procedures to the extent possible. Employees taking intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be required to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

Intermittent leave and/or a reduced schedule leave may be taken for the birth or adoption of a child or placement with the employee of a child for foster care if approved by the employee's direct supervisor and may not extend beyond 12-months after the birth, adoption or placement of a child for foster care. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the University's operations.
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D. Policy.

1. Leave Entitlement.
Subject to the requirements described in this policy, an eligible employee may take up to twelve (12) workweeks of leave in a 12-month period for one or more of the following reasons:

a. The birth of a child or placement of a child with the employee for adoption or foster care; leaves for birth or adoption must be taken with 12-months of the event.

b. To care for the employee’s spouse, son or daughter, parent, sponsored adult dependent, or the child of a sponsored adult dependent with a serious health condition, as certified by a health care provider.

c. For a serious health condition that makes the employee unable to perform the essential functions of the employee’s job, or

d. For any qualifying exigency arising out of the fact that an employee’s spouse, son or daughter, parent, sponsored adult dependent, or a child of a sponsored adult dependent is a military member on covered active duty or call to covered active duty status in the Armed Forces in support of a contingency operation.

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

Covered service members include:

a. A current member of the Armed Forces (including a member of the National Guard or Reserve) who is undergoing medical treatment; recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness, or

b. A veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five (5) year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member.

For a current service member, a serious injury or illness is one that may render the service member medically unfit to perform military duties. For a veteran, a serious injury or illness is one that rendered the veteran medically unfit to perform military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairment the veteran’s ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

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

3. Use of Paid Time While Away on FMLA Leave.
The employee must use all available paid time as part of the FMLA leave. Once paid leave time is exhausted, FMLA leaves are without pay. For faculty paid family medical leave, see Section 340.070.B.2.
4. University Notice of the Need for FMLA Leave.
   When the leave is foreseeable, the employee must provide thirty (30) days advance notice. Otherwise, the employee must notify the university as soon as practicable upon learning of the need for leave.

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

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

   GINA is a federal law that prohibits employers and other entities covered by GINA from requesting or requiring genetic information of employees or their family members. In order to comply with this law, the University asks that health care providers not provide any genetic information when responding to the request for medical information. Genetic information, as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

7. Certification for Military Exigency Leave.
   The first time an employee requests leave because of a qualifying military exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military. The documentation must indicate that the covered military service member is on active duty or called to active duty status in a foreign country and the dates of active duty service. The employee will need to supply such documentation again only if requesting leave for a different covered active duty or call to covered active duty status of the same or a different covered military member.

   During the leave period, an employee is eligible to continue participation in the university's employee benefit program (medical, dental, life, vision, accidental death and long-term disability). In order for the coverage to be continued, the employee will be responsible for the employee's portion of the cost.


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

The department will return the employee to the same position held before the leave or an equivalent position. The employee will be provided the level of benefits and seniority held before the leave.

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

XXXV. 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. The three (3) days need not be taken consecutively. Any additional days required must be charged to accrued vacation or taken as excused leave without pay.

B. DEFINITION
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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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, appointed or designated to serve as a delegate to an office of the union. Such leaves of absence will be granted only when the requests are made in writing by the appropriate Business Representative addressed to the University, 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.

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 healthcare provider’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 Resources. An employee returning from a leave of absence for illness or injury may be required to present a health care provider’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.

XXXIX. 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 University, 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.

XL. POST OFFER PRE-EMPLOYMENT TESTING

A. SUMMARY

All final candidates for certain administrative, service, and support positions (regular, non-regular, 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. The test is considered part of the hiring process so time away from work will not be compensated and 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.

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. 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/fa/management/risk/insurancecoverages-workerscompensation

Persons hired or transferred into the following titles below will be required to pass an industrial reading test which will determine the applicant’s ability to read and comprehend basic technical instructions. This requirement shall apply only to persons hired or transferred into the following titles at the University of Missouri-Columbia.

For the purposes of the following positions, a score of sixty-percent (60%) or greater is considered a passing score. Applicants scoring between fifty to sixty percent (50-60%) may be retested within one (1) week. A second score of less than sixty-percent (60%) or an initial score of less than fifty-percent (50%) will result in the applicant being ineligible for this position. The following titles will be required to pass the industrial reading test:

1. Underground Distribution Worker I (#9451)
2. Insulation Services Worker I (#0751)
3. TAB Technician I (#5134)

The current requirement that applicants for the positions of Steam Plant Operator I, Material Handling Operator and PP Maintenance Specialist I pass the same industrial reading test as described above remains in place.

D. REASONABLE ACCOMMODATIONS
Understanding of Policies
Service/Maintenance Employees
Local 773

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.

XLI. BACKGROUND CHECKS AND CRIMINAL CONVICTIONS

Union eligible employees are covered under the University of Missouri Background Check policy and procedures (HR 504).

XLII. MASTER'S PAY

A. An optional Master's program may be available for specific departments for BTS/MTS Journeyman positions to recognize the skill level of an employee and to aid in retention in an employee's current department. Once the employee successfully obtains certification, and with management's approval, the employee will move to the master's rate of pay, which is a 7% increase to the employee's base pay. Employees who possess a combination of both "Lead" and "Master's" designation will receive 12% percent premium.

To be eligible for the Master's program, an employee must:

1. Have three years of additional experience at the Journeyman level in a campus specific department
2. Pass a national/standardized Master's test that is administered (proctored) by an independent company or in-house/department.

XLIII. 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 two (2) years 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 two years, then the employee's entire record will be considered in determining appropriate disciplinary action.

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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.

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

An employee who transfers to an apprenticeship program will retain his/her old rate or the appropriate rate on the apprentice scale, whichever is higher. The appropriate rate 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 resumenormal progression, as outlined in the apprentice standards.

G. 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.

4. In the event any CRR is issued or revised during the term of this Agreement (see Article III, Paragraph H above) which is in conflict with any provision contained herein (as of September 1, 2017, the parties know of no such conflict).

Prior to exercising its right to modify the provisions hereof in any of the circumstances set forth in items 1, 2, 3 or 4 above, the University shall provide the Union with at least thirty (30) days prior written notice before implementing such modifications. Upon written request by the Union within three (3) days of receipt of said notification from the University, the parties will then meet and confer within the next three (3) weeks of said request to discuss the modifications, including the reasons therefor. The modifications shall then be effective on the 10th day following the last meeting of the parties during the said three (3) week period.

XLIV. APPENDIX A: SHIFT DIFFERENTIALS
Note: Shift Differential rates (current as of 11/30/17) are subject to change due to market conditions.

Attached:
1) University of Missouri Health Care Policy: HR-5023 (Evenings and Nights)
2) University of Missouri Health Care Policy: HR-5034 (Weekends)
3) University of Missouri Health Care S/M Job Titles and Shift Diff Rates
4) University of Missouri-Columbia S/M Job Titles and Shift Diff Rates
5) University of Missouri-Kansas City S/M Job Titles and Shift Diff Rates

XLV. TERM OF UNDERSTANDING OF POLICIES

A. This Understanding of Policies shall be in effect from September 1, 2017 through August 31, 2019.

B. Wage negotiations for FY2019 will begin prior to June 2018 for purposes of negotiating wages including: Market Adjustments, Merit Pay, Shift Differential, Call In/Call Back Pay, Lead Pay, Master’s Pay, or any other premium pay provisions or policies for the University of Missouri-Columbia, University of Missouri Health Care, and University of Missouri-Kansas City.
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THE UNIVERSITY OF MISSOURI

AND

LABORERS’ INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 773, AFL-CIO

EFFECTIVE PERIOD: September 1, 2017 to August 31, 2019

SIGNATURE OF REPRESENTATIVE PARTICIPANT

MEET AND CONFER DISCUSSIONS

CONCLUDED AUGUST 2017

FOR UNIVERSITY OF MISSOURI

Marsha Fischer
Chief Human Resources Officer

FOR EXCLUSIVE REPRESENTATIVE

Bob Schroeder
LIUNA Trustee

Clint Taylor
SCILDC Business Manager