

UNDERSTANDING OF POLICIES

**THE UNIVERSITY OF MISSOURI AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 773, AFL-CIO**

EFFECTIVE PERIOD September 1, 2019 to August 31, 2021

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1. 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).

2. RECOGNITION

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.

A. The Board desires to make clear:

1. Employees are not required to become or remain a member of any recognized union.
2. Any employee may personally discuss with or present to the administration, and through the administration to the Board of Curators, any problem or suggestion

concerning the employee's job or working conditions.

3. No discrimination of any kind will be made in favor of or against any employee for becoming or for not becoming a member of a recognized union.
4. Any type of attempted coercion, including striking and picketing, will not be condoned.
5. The University will not relinquish any of its legal responsibilities to appoint, remove and fix the compensation, terms and conditions of employment of its employees.

3. UNION STEWARDS

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

4. 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.

5. 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 their normal duties.

6. 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.

7. 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.

8. 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.

9. CHECK-OFF OF UNION DUES

A. POLICY

1. Any employee within the recognized bargaining unit desiring to assign and have dues withheld from their 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."

2. 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.
3. Such employees desiring such deduction shall execute the authorization provided for in Section G.1.a to be delivered to Human Resources.
4. 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.

- B. 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:

1. A copy of any Request and Authorization for Deduction of Organization Dues filed as provided with the University during the preceding month.
2. A list of only such employees for whom the University had made a deduction showing the amount of dues deducted for each such employee.
3. The total amount of such dues withheld, less the monthly cost to the University of such dues' deductions.

- C. 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.

- D. 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.

10. COLLECTED RULES AND REGULATIONS

The University and the Union 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, apply 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 32). 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): http://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/chapter_600.050_equity_resolution_process_for_resolving_complaints.

11. 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 they may use their 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.

¹ Documentation of an oral warning should not be considered a written warning.
September 1, 2019

- B. The seniority of each regular employee consists of their relative tenure with respect to other regular employees by (1) occupational group within their 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 they have 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 six (6) months 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 six (6) months 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.

- F. 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 their occupational group or special skill will be retained and the employee with the shortest seniority will be the first to be laid off.

- G. 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.

H. 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 September 1.

I. 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, their occupational seniority will give them 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 and Variable Hour) are required to pass a post offer pre-employment physical examination as a last step in confirming the employment relationship

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.

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

12. 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.

13. GRIEVANCE PROCEDURE

The University and Union 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 32, the Reservation of Management Rights Clause.

14. 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 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.

15. 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

**Understanding of Policies
Service/Maintenance Employees
Local 773**

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 "Improvement Expected" or "Unacceptable" (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 their 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.

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

1. The overall rating must be “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 their immediate supervisor.

16. 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. For the Kansas City and Columbia campuses, an unsatisfactory rating would be an overall score of “Improvement Expected” or “Unacceptable.” For MUHC, the rating would be “Off Track.”
- 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.

17. SERVICE/MAINTENANCE LONGEVITY INCREASES

Note: Applies to employees hired before August 27, 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:

1. 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;
2. 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.

18. 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.
- 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.

19. 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.

20. 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 their views and facts, they should not lose time for such meeting if they are taken off their 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.

21. 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

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.

22. MASTER'S PAY

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.

A. 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

23. 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.

24. VACATIONS

A. In using vacation time, note:

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

25. 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.

26. CONTRACTING OUT

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

27. 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.

28. 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.

29. 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 their 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.

30. 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 their old rate or the appropriate rate on the apprentice scale, whichever is higher. The appropriate rate is determined in accordance with the apprenticeship standards. They will retain this rate until the appropriate step on the apprentice scale exceeds their current rate at which time they will resume normal progression, as outlined in the apprentice standards.

31. LEAVE OF ABSENCE FOR UNION BUSINESS

- A. 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.
- B. A 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.
- C. Such personal leave of absence may be renewed for an additional period when circumstances warrant renewal.

- D. No more than three University of Missouri employees may be on such leave of absence at the same time.

32. 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:

- A. 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;
- B. 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
- C. 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.
- D. In the event any CRR is issued or revised during the term of this Agreement (see Article 10 Above) which is in conflict with any provision contained herein (as of September 1, 2019, 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.

33. REFERENCE MATERIALS

- A. Except as otherwise provided in this Understanding of Policies, the Understanding of Policies does not limit the scope of items regarding which the Union may make proposals.
- B. Appendix B to this Understanding of Policies is only for ease of reference and informational purposes, and includes links to general HR and University Policy. If the URL

for any of the listed policies changes, the University will modify the link in Appendix B.

- C. The University acknowledges that except as otherwise provided in the Understanding of Policies, the University will provide the Union with at least thirty (30) days prior written notice before implementing modifications to the CRR's or Policies referenced in Appendix B. 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.

34. TERM OF UNDERSTANDING OF POLICIES

This Understanding of Policies shall be in effect from September 1, 2019 through August 31, 2021.

Wage negotiations for FY2021 will begin prior to June 2020 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.

APPENDIX A: SHIFT DIFFERENTIALS

Note: Shift Differential rates (current as of September 1, 2019) are subject to change due to market conditions.

A. 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

APPENDIX B: WEBLINKS TO UNIVERSITY COLLECTED RULES AND REGULATIONS AND POLICY

- A. SEX DISCRIMINATION, SEXUAL HARASSMENT AND SEXUAL MISCONDUCT POLICY

http://www.umssystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/600.020_sex_discrimination_sexual_harassment_and_sexual_misconduct

- B. POLICY RELATED TO EMPLOYEES WITH DISABILITIES

https://www.umssystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/600.080_policy_related_to_employees_with_disabilities

- C. DRUG/ALCOHOL ABUSE IN THE WORKPLACE

<https://www.umssystem.edu/ums/rules/hrm/hr500/hr508>

- D. PROBATIONARY PERIODS

https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch320/320.060_probationary_period

- E. PERSONNEL FILES

https://www.umssystem.edu/ums/rules/collected_rules/information/ch180/180.060_personnel_files

- F. GRIEVANCE PROCEDURE

https://www.umssystem.edu/ums/rules/collected_rules/grievance/ch380/380.010_grievance_procedure_administrative_service_support_staff

- G. WORK WEEK (Pay Periods)

<http://www.umssystem.edu/ums/rules/hrm/hr200/hr219>

- H. ATTENDANCE

<https://www.umssystem.edu/ums/rules/hrm/hr100/hr107>

- I. REST PERIODS

https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.170_rest_periods

- J. SHIFT DIFFERENTIAL

<https://www.umssystem.edu/ums/rules/hrm/hr200/hr213>

- K. PAY PROCEDURE FOR DAYLIGHT SAVINGS TIME CONVERSION
<https://www.umssystem.edu/ums/rules/hrm/hr200/hr218>
- L. CALL-IN/CALL-BACK, STANDBY
<https://www.umssystem.edu/ums/rules/hrm/hr200/hr212>
- M. WORKERS' COMPENSATION
<http://www.umssystem.edu/ums/rules/hrm/hr300/hr307>
- N. WORK-INCURRED INJURY OR ILLNESS
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.130_work-incurred_injury_or_illness
- O. HOLIDAYS
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.040_holidays
- P. VACATIONS
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.050_vacation
- Q. PERSONAL DAYS
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.060_personal_days
- R. SICK LEAVE
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.030_sick_leave
- S. FUNERAL LEAVE (DEATH IN FAMILY)
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.160_death_in_family
- T. JURY DUTY (LEAVE FOR LEGAL PROCEEDINGS)
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.120_leave_for_legal_proceedings
- U. VOTING
https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.150_voting
- V. LEAVES OF ABSENCE

https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.020_leave_of_absence

W. ADMINISTRATIVE LEAVE

https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.080_administrative_leave

X. LAYOFF & TRANSITION ASSISTANCE

https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch350/350.051_layoff_and_transition_assistance

Y. POST OFFER PRE-EMPLOYMENT TESTING

<http://www.umssystem.edu/ums/rules/hrm/hr100/hr120>

Z. BACKGROUND CHECKS AND CRIMINAL CONVICTIONS

<https://www.umssystem.edu/ums/rules/hrm/hr500/hr504>

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THE UNIVERSITY OF MISSOURI AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 773, AFL-CIO

EFFECTIVE PERIOD: September 1, 2019 to August 31, 2021

SIGNATURES OF REPRESENTATIVE PARTICIPANT
MEET AND CONFER DISCUSSIONS
CONCLUDED AUGUST 2019

FOR UNIVERSITY OF MISSOURI

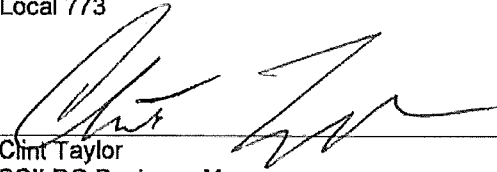


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