

**UNDERSTANDING OF POLICIES**

**THE UNIVERSITY OF MISSOURI AND  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 955, AFL-CIO**

**EFFECTIVE PERIOD: SEPTEMBER 1, 2021 TO AUGUST 31, 2022**

**TABLE OF CONTENTS**

- 1. INTRODUCTION ..... 3
- 2. RECOGNITION..... 3
- 3. UNION STEWARDS..... 4
- 4. MEET AND CONFER REPRESENTATIVES..... 4
- 5. GRIEVANCE INVESTIGATION REPRESENTATIVES ..... 4
- 6. BULLETIN BOARDS ..... 4
- 7. INFORMATION TO UNION..... 4
- 8. MEET AND CONFER DISCUSSIONS ..... 4
- 9. CHECK-OFF OF UNION DUES ..... 4
- 10. COLLECTED RULES AND REGULATIONS ..... 6
- 11. SENIORITY..... 6
- 12. JOB ASSIGNMENT ..... 9
- 13. GRIEVANCE PROCEDURE ..... 9
- 14. ORIENTATION ..... 9
- 15. PERFORMANCE APPRAISAL REVIEW PROCESS..... 9
- 16. WAGE AND SALARY GUIDELINES ..... 10
- 17. OVERTIME ..... 11
- 18. PAY FOR WORK IN HIGHER CLASSIFICATION ..... 11
- 19. PAY FOR GRIEVANCE TIME..... 11
- 20. LEAD POSITIONS ..... 12
- 21. MASTER’S PAY ..... 12
- 22. EMPLOYEE BENEFITS ..... 12
- 23. VACATIONS..... 13
- 24. VARIABLE HOUR POSITIONS ..... 13
- 25. CONTRACTING OUT..... 13
- 26. DISCIPLINE..... 13
- 27. SAFETY CLAUSE..... 13
- 28. DRIVER’S LICENSE ..... 13
- 29. APPRENTICESHIP PROGRAM ..... 14
- 30. LEAVE OF ABSENCE FOR UNION BUSINESS ..... 14
- 31. RESERVATION OF MANAGEMENT RIGHTS CLAUSE ..... 14
- 32. REFERENCE MATERIALS..... 15
- 33. TERM OF UNDERSTANDING OF POLICIES ..... 15
- APPENDIX A: SHIFT DIFFERENTIALS ..... 16
- APPENDIX B: WEBLINKS TO UNIVERSITY COLLECTED RULES AND REGULATIONS AND POLICY ..... 17

## 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 955, AFL-CIO.

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

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

### B. DEFINITIONS

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

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

## 2. RECOGNITION

The Board of Curators recognizes Laborers' International Union of North America, Local 955, 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**

**Understanding of Policies  
Service/Maintenance Employees  
Local 955**

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 955) 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 A.1 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 955), 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 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 31, Reservation of Management's Rights Clause). The CRRs may be accessed online at any time at the following:  
[http://www.umsystem.edu/ums/rules/collected\\_rules](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](https://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600).

## **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.<sup>1</sup>

- 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 their relative tenure with respect to

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<sup>1</sup> Documentation of a verbal warning should not be considered a written warning.  
September 1, 2021 – Local 955

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

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 the period noted by University policy 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 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.

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<sup>1</sup>Documentation of a verbal warning should not be considered a written warning.

## **12. 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 31, the Reservation of Management Rights Clause. The Business Representative may email the employee grievance to the campus/MUHC grievance officer.

## **14. ORIENTATION**

- A. 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**

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. 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. No other employees, employee groups, workers or affiliated persons of the University are eligible for participation in this program.

- A. University of Missouri-Columbia and University of Missouri-Kansas City (employees as represented by LiUNA Local 955) and covered by this Understanding of Policies (Effective September 1, 2017)
  - 1. The overall rating must be equivalent to "Needs Development" (or an equivalent, dependent on the current organizational nomenclature).

2. 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 following completion of the review.

3. Decisions of the reviewer shall be considered final.

**B. University of Missouri Health Care (employees as represented by LiUNA Local 955) and covered by this Understanding of Policies (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 an "Off-Track" rating.
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 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, because 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 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 “Needs Development”. 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. OVERTIME**

**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 more than 40 hours in a workweek (or more than the FLSA approved standard for 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.

**18. 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.

**19. 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.

## **20. 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. 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.

## **21. 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

## **22. 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 Union.

**23. VACATIONS**

In using vacation time:

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

**24. 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.

**25. CONTRACTING OUT**

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

**26. DISCIPLINE**

Discipline may include oral warning, written warning, suspension and discharge. An employee may be issued a verbal warning to bring a performance or behavior concern to the employee's attention. The employee should be informed that the discussion is being conducted to issue a verbal warning. Written documentation summarizing the verbal warning, (e.g., email communications letter or discipline template form) should be placed in the employee's file within a reasonable time; this is meant as a best practice, not a strict requirement.

If an employee's record has been free of written warnings, reprimands or disciplinary actions related to attendance or tardiness 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 related to attendance or tardiness have been given during the past two (2) years, then the employee's entire record will be considered in determining appropriate disciplinary action.

**27. 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.

**28. DRIVER'S LICENSE**

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.

**29. APPRENTICESHIP PROGRAM**

The Union and University 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.

**30. 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.

**31. 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, Collected Rules and Regulations) which conflicts 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.

**32. 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.

**33. TERM OF UNDERSTANDING OF POLICIES**

This Understanding of Policies shall be in effect from September 1, 2021 through August 31, 2022.

**APPENDIX A: SHIFT DIFFERENTIALS**

Note: Shift Differential rates (current as of September 1, 2021) 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

[https://www.umsystem.edu/ums/rules/collected\\_rules/equal\\_employment\\_educational\\_opportunity/ch600/600.020-sexual-harassment-under-title-ix-matters-involving-conduct](https://www.umsystem.edu/ums/rules/collected_rules/equal_employment_educational_opportunity/ch600/600.020-sexual-harassment-under-title-ix-matters-involving-conduct)

- B. POLICY RELATED TO EMPLOYEES WITH DISABILITIES

[https://www.umsystem.edu/ums/rules/collected\\_rules/equal\\_employment\\_educational\\_opportunity/ch600/600.080\\_policy\\_related\\_to\\_employees\\_with\\_disabilities](https://www.umsystem.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.umsystem.edu/ums/rules/hrm/hr500/hr508>

- D. PROBATIONARY PERIODS

[https://www.umsystem.edu/ums/rules/collected\\_rules/personnel/ch320/320.060\\_probationary\\_period](https://www.umsystem.edu/ums/rules/collected_rules/personnel/ch320/320.060_probationary_period)

- E. PERSONNEL FILES

[https://www.umsystem.edu/ums/rules/collected\\_rules/information/ch180/180.060\\_personnel\\_files](https://www.umsystem.edu/ums/rules/collected_rules/information/ch180/180.060_personnel_files)

- F. GRIEVANCE PROCEDURE

[https://www.umsystem.edu/ums/rules/collected\\_rules/grievance/ch380/380.010\\_grievance\\_procedure\\_administrative\\_service\\_support\\_staff](https://www.umsystem.edu/ums/rules/collected_rules/grievance/ch380/380.010_grievance_procedure_administrative_service_support_staff)

- G. PAY PERIODS

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

- H. ATTENDANCE

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

- I. REST PERIODS

[https://www.umsystem.edu/ums/rules/collected\\_rules/personnel/ch340/340.170\\_rest\\_periods](https://www.umsystem.edu/ums/rules/collected_rules/personnel/ch340/340.170_rest_periods)

- J. SHIFT DIFFERENTIAL

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

- K. DAYLIGHT SAVING TIME  
<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](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](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](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](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](https://www.umssystem.edu/ums/rules/collected_rules/personnel/ch340/340.030_sick_leave)
- S. DEATH IN FAMILY  
[https://www.umssystem.edu/ums/rules/collected\\_rules/personnel/ch340/340.160\\_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](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](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](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](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](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>

AA. DISCIPLINE GUIDELINES

<https://www.umssystem.edu/ums/rules/hrm/hr600/hr601>

**INDEX**

APPRENTICESHIP PROGRAM .....	14
BULLETIN BOARDS .....	4
CHECK-OFF OF UNION DUES .....	4
COLLECTED RULES AND REGULATIONS .....	6
CONTRACTING OUT .....	13
DISCIPLINE.....	13
DRIVER'S LICENSE .....	13
DRUG/ALCOHOL ABUSE IN THE WORKPLACE .....	17
EMPLOYEE BENEFITS .....	12
GRIEVANCE INVESTIGATION REPRESENTATIVES .....	4
GRIEVANCE PROCEDURE .....	9
INFORMATION TO UNION.....	4
INTRODUCTION.....	3
JOB ASSIGNMENT.....	9
JOB OPENINGS, Promotions and Transfers.....	7
LAYOFF LEAVE OF ABSENCE.....	7
LEAVE OF ABSENCE FOR UNION BUSINESS .....	14
MEET AND CONFER DISCUSSIONS.....	4
MEET AND CONFER REPRESENTATIVES.....	4
ORIENTATION .....	9
OVERTIME.....	11
PAY FOR GRIEVANCE TIME.....	11
PAY FOR WORK IN HIGHER CLASSIFICATION.....	11
PERFORMANCE APPRAISAL REVIEW PROCESS .....	9
RECOGNITION .....	3
REFERENCE MATERIALS.....	15
RESERVATION OF MANAGEMENT RIGHTS CLAUSE .....	14
REST PERIODS.....	17
SAFETY CLAUSE .....	13
SENIORITY .....	6
SENIORITY LISTS.....	7
SHIFT DIFFERENTIALS .....	16
TERM OF UNDERSTANDING OF POLICIES .....	15
UNION BUSINESS.....	14
UNION DUES .....	4
UNION STEWARDS .....	4
VACATIONS.....	12
VARIABLE HOUR POSITIONS.....	13
WAGE AND SALARY GUIDELINES.....	10

THE UNIVERSITY OF MISSOURI AND  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 955, AFL-CIO

EFFECTIVE PERIOD: SEPTEMBER 1, 2021, THROUGH AUGUST 31, 2022

SIGNATURES OF REPRESENTATIVE PARTICIPANT  
MEET AND CONFER DISCUSSIONS  
CONCLUDED AUGUST 2021

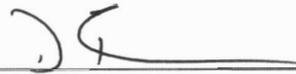
FOR UNIVERSITY OF MISSOURI



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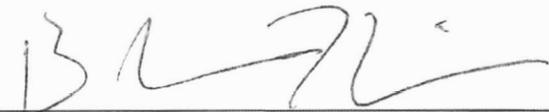
Marsha Fischer  
Vice President and CHRO  
University of Missouri System

FOR EXCLUSIVE REPRESENTATIVE



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David Riney  
Business Manager  
Local 955



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Brandon Flinn  
MLDC Business Manager