

MEMORANDUM OF AGREEMENT BETWEEN

MISSOURI STATE UNIVERSITY

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO,

LOCAL UNION NO. 453

IBEW LOCAL 453
MEMORANDUM OF AGREEMENT
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MEMORANDUM OF AGREEMENT

The following represents understandings between MISSOURI STATE UNIVERSITY, Springfield, Missouri, hereinafter called the "University", and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL UNION NO. 453, hereinafter called the "Union".

1. GOVERNANCE. The Union recognizes that the primary mission of the University is to promote higher education; that pursuant to Chapters 172 and 174, Missouri Revised Statutes, the University is under the general control and management of its Board of Governors, which possesses full power and authority to adopt all needful rules and regulations for the purpose of fully carrying out its mission as it may deem necessary, within the limitations set forth by the General Assembly, and that the President of the University is responsible to the Board of Governors and for the proper administration of the non-exempt personnel employed by the University; provided, however, that the administration of the non-exempt personnel employed by the University shall be governed, where applicable, by this Memorandum and any further memorandum approved by the Board of Governors, as provided for in Paragraph 2(b).

2. RECOGNITION. The University recognizes the Union as the exclusive bargaining representative for all custodial, grounds, and maintenance employees employed by the University, excluding temporary and part-time employees, supervisors, professional employees, office employees, and all other employees who are not regular custodial, grounds and maintenance employees.

- (a) Recognition shall not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the University in accordance with applicable rule, regulation or established policy, provided, however, that where applicable, this Memorandum and further understandings adopted by the Board of Governors shall govern.
- (b) The parties recognize that the Union may present proposals to the University relative to wages and other conditions of employment of the employees within the bargaining unit. The University undertakes to meet, confer and discuss such proposals with the Union, and upon completion of discussions the results shall be reduced to writing and be presented to the administrative, legislative or other governing body in the form of an ordinance, resolution, bill or other form required for adoption, modification or rejection. Such discussions and meetings shall not be construed to extend to such areas of discretion and policy as the mission of the University, its organization, or the technology of performing its work may require.

3. MANAGEMENT RIGHTS. Missouri State University, hereinafter referred to as the "University" retains all of the rights, powers, prerogatives, and authority which the University had prior to the execution of this Memorandum, except as specifically limited by this Memorandum. The exercise of such rights is not subject to the grievance-arbitration procedures. Included in such rights, powers, and prerogatives that remain solely and exclusively within the rights of management, but not in limitation thereof, is the right to:

- (a) Determine operating policies and manage the operations in the light of experience, business judgment, and changing conditions;

- (b) Direct the work force, including the right to hire, suspend, discharge, assign, layoff, transfer, promote, and to maintain discipline and efficiency of its employees;
- (c) Hire temporary employees to work full-time for the University with the understanding that their employment will be terminated upon completion of a specific assignment, or upon completion of no more than 1,000 hours of employment in a one-year employment period.
- (d) Relieve employees from duty because of lack of work or for other legitimate reasons;
- (e) Schedule and reschedule work, hours, and work assignments;
- (f) Assign employees to particular pieces of equipment or jobs;
- (g) Require its employees to wear uniforms;
- (h) Determine the work done and the manner in which it shall be done by its employees;
- (i) Determine the number of employees it shall employ in any classification, at any time;
- (j) Determine the extent of the University's operations, introduce new or improved methods, equipment, or facilities which change existing methods or facilities;
- (k) Determine the scheduling of operations, and the method of training employees;
- (l) Eliminate, change or consolidate jobs, job classifications, job descriptions, and operations, and to post or assign jobs accordingly;
- (m) Establish, modify and enforce work, conduct, disciplinary, health and safety rules, standards and evaluation procedures;
- (n) Maintain, cancel, modify, amend, restrict or expand any existing benefit, program, policy, practice or procedure not specifically controlled by the language of this Memorandum, and to institute, cancel, maintain, modify, amend, restrict or expand any

benefit, program or policy, practice or procedure as it deems fit, in its sole and exclusive judgment as and when it deems appropriate.

4. PROBATIONARY PERIOD. All employees shall serve a probationary period of six (6) months during which time such employees may be disciplined or discharged without recourse to the grievance-arbitration procedure. Upon successful completion of ninety (90) days of employment, all employees (excluding custodian, groundskeeper, facilities maintenance or locksmith apprentices), will acquire seniority with an effective date coinciding with their last date of hire and will be eligible to bid on posted vacancies. All employees must receive a satisfactory performance evaluation to successfully complete the six-month probationary period.

5. SENIORITY. Seniority shall be defined as length of uninterrupted service. For the purposes of seniority, there shall be three departments: (A) Mechanical, (B) Custodial, and (C) Grounds. Where skill and ability are equal, in the University's judgement, department seniority shall govern in layoffs and recall. When two (2) or more employees have the same employment starting date, the order of placement for seniority under this memorandum shall be determined by a) date of the earliest employment application in the Office of Human Resources files; and b) if the dates of employment application are the same, alphabetical order by last name.

(a) Seniority shall be terminated if an employee quits, is discharged, retires, fails to return from layoff when required or takes an unauthorized extension of leave of absence, or is laid off for a period of one year or longer.

(b) In transfers to vacancies in other departments involving higher paid jobs, unit-wide seniority will govern where the University judges skill and ability are equal.

6. VACANCIES. The University will pursue to select the most qualified applicants for its vacancies. It is the policy of the University to transfer and promote employees from within the University insofar as practicable. When selecting employees to fill vacancies through the bidding process, the University agrees to consider the senior employee for such vacancy. However, the final selection will be made on the basis of best overall qualifications as assessed by the University. The University reserves the right to fill the position from outside the bargaining unit. Any employee whose bid is rejected on the basis of lack of qualifications may resort to the grievance procedure, to the extent of determining whether or not the University abused its discretion in the determination of best skills and abilities.

(a) The successful bidder shall be required to remain on the awarded job for a period of at least six (6) months before he or she may again exercise his or her bidding rights.

However, said successful bidder may be allowed to exercise his or her bidding rights prior to the conclusion of the six (6) months time period with the approval of the Director of Human Resources. This shall not preclude temporary assignments or transfers pending the filling of the vacancy.

(b) The University shall notify the Union ninety (90) days, or as soon as practical, before outsourcing any jobs covered by this memorandum.

7. VACANCY POSTING PROCEDURE. The University will make available a bulletin board on which it will post notices of vacancies which may exist.

When filling of a full-time position is authorized, such job will be posted on the University bulletin boards for a period of five (5) business days. Any employee may apply to the Office of Human Resources during the posting period for such job. Such employee will be given

consideration for the job in accordance with the provisions in Sections 3, 4, 5 and 6 of this Agreement.

Jobs posted will be by department, shift and primary job function. However such posting will not be construed to interfere with the University's right to temporarily assign any person to any department, shift or primary job function, regardless of the posting and award of jobs.

Further, any such temporary transfer out of the bid job will not continue for more than one year without a reposting and/or elimination of the job or jobs in question. No language in this joint Memorandum shall be construed to limit the University's right to eliminate, change or consolidate jobs, job classifications, job descriptions and operations, and to post or assign jobs accordingly, as determined necessary by the University.

When a job is posted, the University will post the initial vacancy for a period of five (5) business days and one subsequent vacancy for a period of five (5) business days created by the filling of the initial vacancy through the job posting procedure. Any subsequent vacancy will be posted for bid for a period of 24 hours.

- (a) Copies of this posting will be sent to the Union at the same time. When said vacancies are filled by a bidder, the University shall post a notice stating the name of the successful bidder. When said vacancy no longer has a qualified bidder, the University will fill the position from outside the bargaining unit.
- (b) When a vacant custodian, groundskeeper, facilities maintenance, or locksmith position must be filled from outside the bargaining unit, the University reserves the right to fill the vacancy with an apprentice at a salary grade 20 for custodian, a salary grade 21 for

groundskeeper, a salary grade 21 for facilities maintenance and locksmith. The apprentice is required to remain in the initial salary grade 20 or 21, in a probationary status, for a period not to exceed one year. The apprentice will be assigned to the work vicinity of a trained custodian, groundskeeper, maintenance general mechanic or locksmith who can advise and respond to questions. Following successful completion of the apprenticeship, the employee advances to the appropriate salary grade for the position.

- (c) Any posted job that is not filled within ninety (90) days of the original posting shall be re-posted in accordance with the above.

8. TRANSFERS. When the University requires a temporary transfer out of bid position to a position on another shift that continues for more than three (3) months, the employee transferred will be allowed to exercise his or her seniority to displace the junior bargaining unit employee in the department, provided the senior employee is as qualified to perform the duties of the junior employee, and the junior employee is as qualified to perform the duties of the senior employee. Modification of shift starting or ending time by more than two (2) hours shall be considered a change of shift.

9. PERFORMING WORK OUTSIDE OF CLASSIFICATION. When an employee classified as a facilities maintenance apprentice performs mechanic's work for four (4) consecutive hours or more during a shift without supervision or assistance from a mechanic, that employee shall be entitled to pay for such hours at the mechanic's rate. When a maintenance, grounds or custodial employee is appointed by the appropriate Assistant Director or Department Head to assume responsibilities of a foreman in his/her absence, for eight (8) consecutive hours

or more, that employee shall be entitled to pay for such hours at the same rate he/she would receive if promoted to a foreman's position.

10. SAFETY AND WEATHER EQUIPMENT. Employees required to work on or near window ledges or window sills shall be furnished necessary safety equipment for such purpose. Employees are subject to discipline, up to and including discharge, for failure to utilize safety equipment as assigned. Employees engaged in snow removal shall be provided gloves and stocking hats upon request.

11. UNIFORMS. Employees are required to wear uniforms provided by the University, if the policy of the department so dictates. The uniform items that may be issued shall consist of shirts and caps (optional). Employees are subject to progressive discipline for failure to wear issued uniform items as assigned. Employees may be allowed to wear shorts on the request of the employee subject to approval of the Department Administrator.

12. TEAM LEADER. The University may assign a team leader to a team of custodians and pay a differential to those who are actively leading a team. The team leader will work as part of the team and facilitate the work assignments issued by the foreman and supervisor.

13. MERIT INCREASE. The University may grant merit increases in its sole discretion to such employees who it believes deserve increases for exceptional work or skills.

14. NO STRIKE PROVISION. The Union agrees that there will be no strike, stoppage, slowdown, sitdown, refusal to perform work or other interference with operations, nor any picketing or refusal to enter upon the University's premises for any cause whatsoever, and the University agrees that it will engage in no lockouts. The foregoing is binding upon the Union and its members who obligate themselves not to condone any of the prohibited activity.

15. GRIEVANCE PROCEDURE. The parties recognize that from time to time disputes might arise from the application or interpretation of this Memorandum and that employees may from time to time have complaints, grievances or disputes arising from the application or interpretation of this Agreement or policies and procedures contained in the Employee Handbook. In such cases, the following procedures shall apply:

STEP 1. Any employee, as defined in paragraph 2, who believes himself or herself to have a grievance shall (together with a Union representative if he or she elects to do so) take the matter up orally with his or her immediate supervisor within five (5) working days after the occurrence of the event giving rise to the complaint, or notice of same comes to the attention of the employee, whichever is later, and try to resolve the matter. The supervisor shall have five (5) working days thereafter to give the employee an answer.

STEP 2. If the matter is not satisfactorily resolved as provided for in Step 1 above, the employee together with the Union representative shall take the matter up orally with the appropriate Assistant Director or Department Head or his/her designee within five (5) working days after the supervisor has given his or her answer as provided for in Step 1 above, and try to resolve the matter. The appropriate Assistant Director or Department Head, or his/her designee shall have five (5) working days to give his or her answer.

STEP 3. If the matter is not satisfactorily resolved under the provisions of either Step 1 or Step 2 above, the employee or the Union shall, within ten (10) days after termination of the period set forth in Step 2, reduce the grievance to writing stating the facts giving rise to the grievance, the provision of the Memorandum allegedly violated, and relief sought, signed and dated by the grieving employee and the Union Business Representative, and deliver a copy to the

Office of Human Resources. Within ten (10) days after receipt, or such time as may be agreed upon in writing by the Director of Human Resources and the Union, the Vice President for Administrative & Information Services, or his or her designated representative, and the designated representative of the Union shall meet and try to resolve the matter. The Director of Human Resources shall have five (5) working days thereafter to give his or her answer in writing to the Union.

STEP 4. If the matter is not satisfactorily resolved as provided for in Steps 1, 2, and 3 above, the Union may request advisory arbitration on disciplinary grievances or actions by notification of the other in writing within ten (10) working days after Step 3, that it is taking the matter to arbitration. If the matter is taken to arbitration the following conditions will apply:

- (a) The parties may agree upon an arbitrator and in the event they do not agree, the Federal Mediation and Conciliation Service shall be asked by joint request of the University and the Union to submit a panel of seven (7) from which the arbitrator will be selected by alternate strike-offs, the first strike-off to be determined by the party requesting advisory arbitration. The University will not refuse to participate in a request for panel. Either party may unilaterally reject one (1) panel, after which the parties will request a second panel.
- (b) Only those issues relating to the specific disciplinary grievance or action will be submitted to the arbitrator. The arbitrator's jurisdiction to make an award will be limited by the submission agreed to by the parties, and he or she shall have no authority to pass upon the exercise of any rights of the University not covered by the stipulation.

- (c) The arbitrator's award on any matter within his or her jurisdiction shall be advisory only and shall be subject to specific acceptance or rejection by the Board of Governors.
- (d) The cost of the arbitrator's fee shall be borne equally by both sides. Each party shall bear its own costs of arbitration.
- (e) No employee shall be permitted to request arbitration without the written consent of the Union.

16. GENERAL GRIEVANCE PROVISIONS. The following general rules shall apply in all steps of the grievance procedure:

- (a) Failure of the Union or the employee to take action within the time limits set forth above shall result in the matter being dropped.
- (b) Failure of the University or its representative to take action within the time limits set forth above shall result in the matter being automatically passed to the next step of the grievance at any step.
- (c) The Union may abandon a grievance at any step.
- (d) Time limits at all steps may be extended by mutual agreement in writing. In computing time, only working days shall be included, and Saturdays, Sundays and holidays shall be excluded.
- (e) The Union may directly initiate a grievance by doing so in writing as provided for at Step 3 above.
- (f) The parties may waive any step of the above grievance procedure by immediately going to the next step.

(g) The University will not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the University from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the University deems disciplinary action appropriate.

17. APPEAL TO BOARD OF GOVERNORS. It is provided further that the Union may appeal the decision of the Director of Human Resources directly to the Board of Governors rather than take the matter to arbitration. In the event that the Union appeals the matter to the Board of Governors, the decision of the Board of Governors shall be final. The Board of Governors may in its discretion take evidence in regard to the particular grievance appealed directly to it.

18. NON-DISCRIMINATION POLICY. In accordance with federal law and applicable Missouri statutes, the University and the Union agree that there will be no discrimination in the application of this Agreement because of race, color, national origin, religion, sex, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University and Union agree not to discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

(a) In the event that an employee brings a complaint of discrimination based on any of the above, it shall be the right of the complainant to utilize the grievance procedure

delineated in this Memorandum or to utilize the equal opportunity complaint procedure published in the Affirmative Action Plan.

19. OVERTIME COMPENSATION. When it is necessary for employees to work overtime, policies and procedures will be followed as described in the Overtime Guidelines. Employees in the bargaining unit will be entitled to overtime at time and one-half the straight hourly rate after forty (40) hours in the employee's work week. However, if an employee is required to work more than two (2) consecutive eight-hour shifts in any work week, the employee will be entitled to overtime for all hours worked over eight (8) per day in that work week. Regarding work on holidays, see section 41 for reference.

20. COMPENSATORY TIME. When employees in the bargaining unit work more than forty (40) hours in the employee's work week, the hours over forty (40) hours are automatically paid at straight time and the additional half (1/2) time will be banked as compensatory time. If requested the additional half (1/2) time that is banked as compensatory time may be paid out in the following month it is earned with departmental budgets permitting. Any such compensatory time off shall be taken during the remaining weeks of the monthly pay period in which it is earned or the twelve (12) months immediately following the monthly pay period and in no case may accumulated compensatory time exceed 240 hours. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of the employee's employment; or (2) the final regular rate received by such employee, whichever is higher. An employee who has accrued compensatory time off shall be permitted to use such time within the period stated

above, if the use of such compensatory time off does not unduly disrupt the operations of the department. An employee may, in the discretion of the University, be paid for accrued compensatory time off, at a time other than termination. If so, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

The preceding provisions shall constitute an acceptable understanding by and between the University and the Union, as well as the employees in the bargaining unit represented by the Union, to the terms of the above-stated compensatory time off policy, during the term of this Memorandum.

21. SHIFT DIFFERENTIAL. The first shift is one that regularly starts on or after 4 a.m. but before 2 p.m. The second shift is one that regularly starts on or after 2 p.m. but before 10 p.m. The third shift is one that regularly starts on or after 10 p.m. but before 4 a.m.

Second shift employees will receive a differential of thirty cents (\$.30) per hour over the regular straight-time rate, and third shift employees will receive a differential of sixty cents (\$.60) per hour over the regular straight-time rate for the work during their respective shifts.

22. CALL-OUT PROVISION. There will be a two-hour call-out provision at the applicable overtime rate where an employee is called back to work from home, provided the employee works the full two (2) hours on other emergency work if requested to do so when the particular job for which he or she is called is finished before two (2) hours. Call-out provision does not apply where an employee is requested to work before start of scheduled work day and works into his or her regular schedule.

23. RETIREMENT SYSTEM (MOSERS). All employees covered under this Agreement are covered by the provisions of the Missouri State Employees' Retirement System,

unless otherwise required by law. Beneficiaries of employees who die while in the service of the University shall be advised by the Office of Human Resources of any retirement or other benefits to which they are entitled. The separation date shall be the date of death. All employees of the University are covered by the Federal Social Security Program.

24. TRAINING. An employee may be required as a part of his or her duties to attend short courses or technical training sessions involving the use of equipment owned by the University. If such attendance is required by the Vice President for Administrative & Information Services and approved by the President and the Board of Governors, the University shall pay the wages and expenses of the employee while engaged in such training, which wages and expenses will be initially determined by the Vice President for Administrative & Information Services, subject to negotiations if requested.

25. RESIGNATION. An employee may terminate his or her employment by submitting to the appropriate Assistant Director or Department Head a written resignation. Such resignation shall state the reason for leaving the service of the University and be submitted at least two weeks before the effective date. The department shall immediately forward the resignation to the Director of Human Resources. The period of notice may be reduced or waived upon the request of the employee and recommendation of the appropriate Assistant Director or Department Head and the approval of the Director of Human Resources.

26. PROPERTY CLEARANCE PROCEDURE. An employee leaving the University for whatever reason is responsible for returning any University property he or she has in his or her possession. The employee shall obtain a property clearance form from the Office of Human Resources and properly complete it. All property, such as uniforms, clothing and tools, shall be

returned to the appropriate Assistant Director or Department Head, and all keys and identification cards, including BearPass cards issued to the employee shall be returned to the issuing department. All charges which may have been incurred by the employee must be paid to the Bursar before the final salary check will be released.

27. LUNCH AND REST BREAKS. Generally employees shall be provided a minimum of thirty (30) minute lunch period and two rest periods of fifteen (15) minutes during each day. The department supervisor will schedule appropriate times when rest periods may be taken. Rest periods will generally be taken at the work site.

28. ABSENCES. Employees who are unable to report for work in a regular workday shall notify their immediate supervisor or other designated personnel in the Department no later than thirty (30) minutes before the start of their regular work schedule. If an emergency situation prevents calling in early, the 30 minute advance requirement will be waived once in a six month period. In all situations, the University must be notified no later than 30 minutes after their starting time. In providing notification, the employee is to give a reason for absence and an indication of when the employee will return to work.

29. VACATION LEAVE. All employees covered under this Agreement shall accrue vacation leave at the rate of 6.67 hours per month with less than five (5) years of service. With at least five (5) years, but less than ten (10) years of service, vacation leave shall accrue at the rate of 10 hours per month. Ten (10) or more years of service, vacation leave shall accrue at the rate of 13.34 hours per month.

- (a) Vacation leave is granted pursuant to the needs of the University on the request of the employee subject to prior approval of the Department Administrator.

- (b) Vacation leave will be granted only after it has been earned; however, in emergency cases, upon the approval of the Vice President for Administrative and Information Services, leave may be granted in advance of accrual not to exceed the amount to which the employee would ordinarily be entitled for one year.
- (c) Employees may be permitted to split vacations and, by mutual consent, vacations may be carried forward and taken in the next succeeding year. Employees can continue to accrue vacation above their maximum accumulation of two times their annual accrual rate, however, any vacation days over the maximum accumulation of two times the annual allowance is lost at the end of the fiscal year in which the maximum accumulation has been reached.
- (d) An employee separated from the University for any reason shall be entitled to payment for earned unused vacation leave.
- (e) If a holiday observed by the University occurs during the period of an employee's vacation, he or she shall be granted an additional day of vacation.
- (f) The appropriate Assistant Director or Department Head or his/her designee shall require the employees to fill out a departmental vacation request form. Insofar as possible, the department shall honor the employee's first choice. If two or more employees request vacation leave at the same time, and their absence will cause the work of the department to suffer, the appropriate Assistant Director or Department Head shall assign the most senior employee his or her vacation at the time requested. When vacation schedules are completed by the appropriate Assistant Director or Department Head, they shall be posted in the department and copies forwarded to the Office of Human Resources. This

shall be done by April 15 of each year.

30. SICK LEAVE. The purpose of sick leave is to protect an employee from loss of pay due to illness or injury which renders him or her incapable of performing the duties of his or her position.

- (a) Sick leave shall accrue at the rate of one day per month. It shall accumulate and be carried forward from one year to the next.
- (b) Employees off work for a period of injury covered by Workers' Compensation benefits shall be allowed to use their accumulated sick leave to supplement their Workers' Compensation benefits to the extent of their regular forty (40) hour week. Such supplemental pay shall be deducted from the employee's hours of accumulated sick leave.
- (c) Sick leave shall be granted to employees when they are unable to perform their duties due to sickness or injury. All absences shall be reported by the department heads on the employee time sheet. The supervisor may require an employee to produce a physician's statement explaining the nature of the employee's illness.
- (d) Upon retirement from service at the University, employees will be paid for forty percent (40%) of any unused sick leave accrued to the date of their retirement, but not to exceed 48 days. Payment shall be at the employee's regular straight time rate of pay.
- (e) If a supervisor has reasonable cause to believe that an employee is abusing the sick leave privilege, he or she will issue a written warning. Upon the next such occasion within a two (2) year period, the employee will be subject to further disciplinary action. The University has the right to require evidence of illness or injury of those employees suspected of abusing sick leave at any time.

31. PERSONAL DAY. Employees are eligible for three (3) days of personal leave during each fiscal year under the same conditions and rules as are applicable to other employees. This leave is charged against accrued sick leave.

32. FAMILY ILLNESS. Employees may use sick leave, up to a maximum of twelve (12) days in a calendar year, due to an illness of the employee's spouse, children, parents, mother-in-law, father-in-law, or other family members which requires the employee's personal care and attention.

33. FUNERAL LEAVE. Funeral leave may be authorized for an employee under the following conditions:

- (a) An employee will be authorized to be absent without loss of pay in the event of a funeral involving his or her immediate family for a period up to five consecutive work days. Such funeral leave shall be at the employee's regular hourly rate for straight time. This provision shall apply only in the case of the funeral of the employee's wife or husband, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, great grandparents, spouse's grandparents and great grandparents, grandchildren, step-brother, step-sister, step-children, step-grandparents, and step-grandchildren.

34. EMERGENCY LEAVE WITHOUT PAY. An employee may be authorized, in the discretion of the University, to take leave without pay due to family medical emergencies. Family medical emergency is defined as serious illness of the employee's wife or husband, mother, father, or children, step-mother, step-father, father-in-law or mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and grandchildren. Serious illness shall be

defined as an illness requiring hospitalization and/or treatment by a medical doctor. A statement indicating the nature of the serious illness and need for leave shall be provided by the employee to his or her supervisor.

- (a) An employee may be authorized to take leave without pay in the event the employee is requested to serve as a pallbearer or in another capacity as an active participant in the funeral service.

35. FAMILY AND MEDICAL LEAVE. An employee will be granted Family and Medical Leave under the same policy and provisions as is applicable for other employees as set forth in Section 6.7 of the Employee Handbook for Administrative, Professional and Support Staff Employees (February 2014).

36. MATERNITY LEAVE. Employees requesting maternity leave of absence will be granted such leave, without pay, subject to the same requirements as are established by the University to govern other leaves of absence granted employees for illness or accidental injury. Accumulated vacation and sick leave may be used prior to the date of the leave.

37. LEAVE WITHOUT PAY PROVISIONS. All leave without pay must have prior approval. Extended leaves without pay must be requested and submitted for approval from the proper University officials.

38. JURY DUTY LEAVE. Employees shall be granted leave with pay when required to be absent for duty to serve on a jury or when subpoenaed to serve as a witness in a court of law. However, any compensations received for jury duty or from witness fees shall be turned in to the Office of Human Resources to compensate the University for any time the employee would normally have been working.

39. MILITARY LEAVE. An employee entering any branch of the military services of the United States voluntarily during time of war or national emergency, or when inducted under provisions of the Selective Service Act, shall be carried on a leave without pay status for the required period of active military service and ninety (90) days beyond. Upon making application for return duty at the University, he or she shall be required to produce evidence of honorable release from military service. The term "military service" includes service in the Army, Navy, Air Force, Marine Corps, Coast Guard, and U.S. Public Health Service, as well as auxiliary branches of these services in which either men or women are called to serve, but shall not include service as civilian employees in any of the services.

(a) Regular employees who are members of the National Guard or any branch of the military reserves of the United States, and who are ordered to training duties, shall be allowed a leave of absence for a period not to exceed a total of 120 hours in any federal fiscal year for attending such training sessions and only those hours when the employee would otherwise be required to work had it not been for such military leave will be counted toward the 120-hour limit in accordance with Section 105.270 of the Missouri Revised Statutes. Copies of official orders must be furnished to support request for such leaves.

40. VOTING TIME. Employees covered under this Agreement will be allowed necessary time off to vote in public elections, not to exceed three (3) hours in accordance with Section 115.639 of the Revised Statutes of Missouri.

41. HOLIDAYS. The following holidays are observed by the University and all employees except those engaged in continuous operations such as power plant shall be excused from duty when such holidays are observed:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) The day following Thanksgiving Day
- (7) Christmas Day

- (a) All employees required to work on any of the above observed holidays because of their work assignment shall receive time and one-half in addition to their regular day's pay. Unworked holidays will be paid at straight-time rates. If a holiday falls on a Sunday, it shall be celebrated on Monday; if a holiday falls on a Saturday, it shall be celebrated on Friday.

42. UNIVERSITY CLOSINGS. All employees covered under this Agreement who are required to work during the hours the University is officially closed will be paid at their straight time rate in addition to regular pay and the hours actually worked will count toward 40 hours of work for overtime purposes. Employees required to work over 40 hours and eligible to receive overtime compensation will be paid according to the University's normal policies on overtime compensation and hours worked. Additional University closing information is contained in the Employee Handbook and is incorporated in this Agreement by reference.

43. UNIVERSITY SERVICES. All employees covered under this Agreement will be admitted to University-sponsored events at the same rates and in the same manner as may be established from time to time for the other employees.

- (a) The facilities and services of the University health services are available to all employees covered under this Agreement and their families on the same basis and in the same manner as may be established from time to time for other University employees.
- (b) Group medical, dental, long-term disability and life insurance are available to all eligible employees covered under this Agreement, pursuant to the terms of the University-wide insurance plan in effect from time to time. Information may be obtained on hospitalization plans from the Office of Human Resources. Insurance booklets are available on the Office of Human Resources web site at www.missouristate.edu/human/3876.htm. Employees without computer access may obtain a printed copy from their departmental office or the Office of Human Resources.
- (c) University Library facilities are available to all employees covered under this Agreement.
- (d) The recreational facilities of the University are available for use by all employees covered under this Agreement and their families under the same conditions and rules as are applicable to other employees.
- (e) Employees may purchase for themselves and family general admission or reserved tickets to University basketball, football, and other athletic events at the same rates established for other University employees.
- (f) Employees may purchase books, supplies and articles sold in the Bookstore at the same discount as other University employees upon presentation of their ID card, including BearPass.
- (g) Cultural programs will be made available to Union employees at the same rate established for other University employees.

- (h) Employees may obtain postal information, purchase stamps and post their mail through the University Postal Service.
- (i) Employees may receive credit course fee waivers and payment for noncredit course fees under the same policy and provisions as are applicable to other employees.

44. IMMUNIZATIONS. All custodial, grounds, and maintenance employees shall receive hepatitis B and tetanus immunizations, as needed, from the Taylor Health and Wellness Center at the department's expense. In the event of a meningitis outbreak on campus, employees in contact with an infected individual will be offered a meningitis vaccination from the Taylor Health and Wellness Center at their department's expense.

45. PAYCHECKS. Employees will normally have their pay disbursed on the last banking day of the month. Employees will have their pay deposited directly to a financial institution of their choice.

46. DUES DEDUCTION. Upon written authorization from an employee who is a bona fide member in good standing in IBEW Local 453, the University will deduct monthly from such employee's earnings Union dues as set by the Union. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to delivery to the University. No dues will be deducted which would reduce the employees' pay below the minimum wage. The Union shall inform the University of any Union member who has authorized deductions and who later becomes disqualified for deductions by failure to maintain Union membership in good standing or other reason.

The Union agrees to indemnify and hold the University harmless against any and all liabilities including, but not limited to, such items as: wages, damages, awards, fines, court costs

and attorney fees which may arise by reason of, or result from the operation of this paragraph 46, for which the Union is responsible.

Any deduction of dues or arrears made in error from the pay of an employee shall be reimbursed to the employee by the Union.

47. UNION REPRESENTATION.

- (a) Employees shall have the right to request the presence of the union steward at a disciplinary meeting in which an employee is to be issued any written discipline.
- (b) The reprimanded employee shall receive copies of all reprimand/warning letters and a copy will be forwarded to the Union Hall by the Office of Human Resources.
- (c) The University recognizes that there is a specific instance in which a union steward must perform steward activities on University time, i.e., participating in disciplinary discussions when the employee has requested the presence of a steward.
- (d) The Union may appoint stewards as it deems necessary to adequately cover all shifts and departments, and one (1) Local Unit Chief Steward. The stewards shall be employees of the University and shall be appointed by the Union. The Union shall provide the University with a list in writing of the names of the accredited stewards and their assigned areas of responsibility on a current basis.
- (e) The privilege of a steward or Local Unit Chief Steward to leave his/her work during working hours shall be granted by the appropriate Assistant Director/Residence Life, Housing and Dining Services or Custodial Services Coordinator for participation in disciplinary meetings in which a written disciplinary action may take place.
- (f) In order to inform the Union of new appointments covered by this Agreement, the Office

of Human Resources will send a list of new employees to the Union Hall and a copy to the Chief Steward upon the approval of the appointments by the Board of Governors.

48. SCOPE OF AGREEMENT. Should any provision of this Memorandum be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon meet, confer and discuss regarding substitute provisions in conformity with applicable laws.

The Union and the University agree that this Memorandum is intended to cover all matters affecting wages, hours and other terms and conditions of employment and similar or related subjects, and that during the term of this Memorandum, neither the University nor the Union will be required to negotiate on any further matters affecting these or any other matters not specifically set forth in this Memorandum. The Union and the University agree that each has an unlimited opportunity to make demands and proposals with respect to any such matters. The University shall not be bound by any requirement which is not specifically stated in this Memorandum, nor shall the University be bound by any past practice or understandings with employees unless such past practice or understanding has been specifically stated in this Memorandum.

49. EFFECTIVE DATE AND EXPIRATION DATE. This Memorandum is effective as of July 1, 2015 and shall continue in full force and effect to June 30, 2017, and from year to year thereafter unless written notice is given by either of the parties to the other of a desire to terminate or modify the Memorandum of Agreement sixty (60) days prior to June 30, 2017, or any annual anniversary date thereafter.

However, and notwithstanding any other provision of this Memorandum, the parties recognize that as a state institution receiving state appropriations and other public funds, the University may not be committed or bound regarding matters subject to variances in such appropriation and funds. The University agrees that should such modification of this Memorandum be required during the aforesaid term of the Memorandum, the Union will be notified and provided opportunity to meet, confer, and discuss.

Date: July 1, 2015

Clif Smart III

Clifton M. Smart III, President
Missouri State University

Roger Mayfield

Roger Mayfield, Business Manager
IBEW Local Union 453

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