

MEMORANDUM OF AGREEMENT BETWEEN

MISSOURI STATE UNIVERSITY

and

TEAMSTERS

LOCAL UNION NO. 245

TEAMSTERS LOCAL 245
MEMORANDUM OF AGREEMENT
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MEMORANDUM OF AGREEMENT

The following represents agreements between MISSOURI STATE UNIVERSITY, Springfield, Missouri, hereinafter called the "University", and TEAMSTERS, LOCAL UNION 245, an affiliate of the International Brotherhood of Teamsters, herein 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 full-time and regular, part-time, as defined in the University's Employee Handbook, Building Safety Specialist, Campus Safety Specialist, Campus Safety Specialist Lead, Dispatch Specialist, Dispatch Specialist Lead and Safety and Transportation Technician employed in the Office of University Safety at Missouri State University campus at 901 South National, Springfield, Missouri; all other employees excluded.

- (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 any further Memorandums adopted by the Board of Governors shall govern. The University further agrees not to negotiate or enter into any agreement with its employees covered hereby, individually or collectively, which in any way conflicts with the terms of the Agreement.
- (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. Such temporary employees shall not be used to replace full-time or regular part-time jobs on a permanent basis. The University agrees that when temporary jobs can be combined to create regular part-time or full-time jobs that it will make an effort to do so;
- (d) Assign work to outside contractors;
- (e) Relieve employees from duty because of lack of work or for other legitimate reasons;
- (f) Schedule and reschedule work, hours, and work assignments;
- (g) Assign employees to particular pieces of equipment or jobs;
- (h) Require its employees to wear uniforms;
- (i) Determine the work done and the manner in which it shall be done by its employees;
- (j) Determine the number of employees it shall employ in any classification, at any time;
- (k) Determine the extent of the University's operations; introduce new or improved methods, equipment, or facilities which change existing methods, equipment, or facilities;
- (l) Determine the scheduling of operations, and the method of training employees;
- (m) Eliminate, change or consolidate jobs, job classifications, job descriptions, and operations, and post or assign jobs accordingly;

- (n) Establish, modify and enforce work, conduct, disciplinary, health and safety rules, standards and evaluation procedures;
- (o) Maintain, cancel, modify, amend, restrict or expand any existing benefit, program, policy, practice or procedure not specifically controlled by the language of this Memorandum.

4. INCORPORATION OF OTHER UNIVERSITY ACTIONS. The *Employee Handbook* applies and is incorporated by reference except for any differences noted below as agreed to by the parties. The University reserves the right to change its policies contained in the *Employee Handbook* as specified in the Notice provision on page viii of the *Employee Handbook* to the extent that such change does not contradict this Memorandum of Agreement.

5. 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 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.

6. CHECK-OFF. Upon written authorization from an employee who is a bona fide member in good standing in Teamsters Local 245, the University will deduct from such employee's earnings monthly Union dues and death assessments 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 6, 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 party responsible for the error.

7. VOTING TIME. Employees covered under this Agreement who are eligible to vote in any local, state or national election in the State of Missouri will normally be able to vote before or after work. In accordance with Section 115.639 of the Missouri Revised Statutes, an employee who does not have three (3) successive hours between the opening and closing of the polls on election day when he/she is not scheduled to work will be excused from work with pay up to, but not exceeding, three (3) consecutive hours between the time of opening and time of closing the polls for the purpose of voting. If the employee plans to take time off for voting, arrangements must be made with the supervisor prior to election day, and the University may specify any three hours between the time of opening and closing of the polls during which the employee may be absent to vote.

8. FEDERAL, STATE LAW OR COURT DECISION. Should any Federal or State Law be enacted affecting the hours, wages, or other matters covered by this Agreement and requiring change therein, the parties shall thereupon meet and negotiate regarding substitute provisions in conformity with applicable laws. Should any provision of this Agreement be declared

illegal by any court of competent jurisdiction, such provision(s) shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon meet and negotiate regarding substitute provisions in conformity with applicable laws.

9. NON-DISCRIMINATION POLICY. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972.

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 complaint procedure published in the University Operating policy Op1.02-2 Complaint Procedures.

10. GRIEVANCE PROCEDURE. The parties recognize that occasionally disputes might arise from the application or interpretation of this Agreement, and that employees may occasionally 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 Steward, 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 Steward, shall reduce the grievance to writing, stating the facts giving rise to the grievance, the known provisions of the Agreement, policy, practice or law that has been allegedly violated, the relief sought, and then sign and date the grievance and present it to the Department Head within five (5) working days of the answer provided by the Supervisor in Step 1 above. The employee, Steward, and Department Head shall then meet within five (5) working days of the presentation of the written grievance. The Department Head shall have five (5) working days to give an answer which shall also be reduced to writing.

STEP 3. If the matter is not satisfactorily resolved under the provisions of Step 2 above, the employee or the Union shall, within ten (10) working days after termination of the period set forth in Step 2, deliver a copy of the written grievance to the Office of Human Resources. Within ten (10) working 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 Services, or his or her designated representative, and the designated representative of the Union shall meet and try to resolve the matter. Both sides shall be allowed any necessary witnesses with knowledge of the events surrounding the grievance. Advanced notice of such witnesses shall be provided to the other

party prior to meeting. The Vice President or designee 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 grievances or actions by notification of the University in writing within 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 another panel.
- (b) Only those issues relating to the specific 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 parties not covered by the stipulation. However, if no stipulated agreement is reached between the parties, the arbitrator may frame the issue based on the parties proposed issues.
- (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 plus reasonable and necessary expenses 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.

11. 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 in Step 2 above.
- (f) The parties may waive any step of the above grievance procedure by mutual agreement immediately going to the next step.
- (g) The University and the Union 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 where the University deems disciplinary action appropriate.

12. APPEAL TO BOARD OF GOVERNORS. It is provided further that the Union may appeal the decision of the Vice President or designee 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. Both parties may submit written summaries of their positions to the Board of Governors. The Board of Governors may, in its discretion, take additional evidence in regard to the particular grievance appealed directly to it.

13. SENIORITY. There shall be four types of seniority: classification, unit, bargaining unit and university.

During a period of uninterrupted service within the Office of University Safety, “classification seniority” shall be defined as the total service within a classification. Building Safety Specialist, Campus Safety Specialist, Campus Safety Specialist Lead, Dispatch Specialist, Dispatch Specialist Lead and Safety and Transportation Specialist shall each constitute a classification for the purpose of this agreement. Where qualifications are relatively equal in the University's judgment, within the classification, classification seniority shall govern in shift selection and job bidding. Classification seniority shall also govern the offering, and release from, required and optional overtime. Employees who leave a classification and who subsequently return to that same classification shall be credited with all cumulative time in such classification.

“Unit seniority” shall be defined as the total length of service within a unit during a period of uninterrupted service within the Office of University Safety. There shall be three (3) unit classifications: Campus Safety, Dispatch Services, and Transportation Services. Unit seniority shall govern leave selection in accordance with Paragraph 26 VACATION LEAVE. It shall also govern

holiday selection. Employees who leave a unit and who subsequently return to that same unit shall be credited with all cumulative time in such unit.

“Bargaining unit seniority” shall be defined as the total length of service within the bargaining unit during a period of uninterrupted service within the Office of University Safety. Bargaining unit seniority shall govern layoffs and recalls in accordance with Paragraph 16 LAYOFFS AND RECALL. Employees who leave the bargaining unit but remain within the Office of University Safety, and who subsequently return to the bargaining unit shall be credited with all cumulative time in the bargaining unit. “University seniority” is outlined in the Employee Handbook, § 3.13 Employment seniority, and shall govern vacation leave accrual and retirement.

When two (2) or more employees have the same employment starting date, the order of seniority placement under this memorandum shall be determined by: a) date of the earliest employment application in the Office of Human Resources files within the bargaining unit; and b) if the dates of employment application are the same, by lot.

University seniority shall be terminated if an employee quits, is discharged, retires, fails to return from layoff within ten (10) working days of written receipt of such recall notice, failure to return from a leave of absence without authorized extension, or is laid off for a period of two (2) years.

When an employee transfers to the Office of University Safety from another department, University seniority shall be maintained for amounts of vacation, sick leave and retirement purposes. For all other purposes, the transferring employee shall establish classification, unit and bargaining unit seniority at the bottom of such seniority list.

The University shall provide the Union with a copy of the employment seniority list for bargaining unit employees in the Office of University Safety upon ratification of this agreement and upon request, and will notify the Union of additions or deletions to such list as they occur along with the address of such added employees.

14. VACANCIES. The University shall pursue to select qualified applicants for its vacancies. It is the policy of the University to transfer and promote employees from within the University insofar as practicable. Vacancies within the bargaining unit will first be offered to employees within classification through the bid process and based upon classification seniority. If the vacancy is not filled by an employee from within the classification, employees from within the bargaining unit shall be considered before it shall be offered outside the bargaining unit. When selecting employees to fill vacancies in a different classification through the bidding process, the University agrees to consider the bargaining unit seniority employees for such vacancy. However, the final selection will be made on the basis of overall qualifications and seniority 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.

15. 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 for internal bidding to all bargaining unit employees for a period of five (5) calendar days. The posting will be distributed via email. The Union may also post on the University bulletin boards. In the event the email system is down, postings will be posted via bulletin board by the University. Any bargaining unit employee may submit their shift preferences within the Applicant Tracking System (ATS) during the posting period. Such employees will be given consideration for the job in accordance with the provisions in Paragraphs 3 MANAGEMENT RIGHTS, 5 PROBATIONARY PERIOD, 13 SENIORITY and 14 VACANCIES of this Agreement. If the vacancy is filled from within the classification, such job shall be awarded and filled within fifteen (15) working days (excluding weekends, holidays, or other times that the University is closed). Such fifteen (15) days shall be extended if the result would cause a temporary transfer of an employee with more classification seniority or if mutually agreed by the Shop Steward and the Director of University Safety. Such job, if awarded outside of the classification but within the bargaining unit, shall be awarded within the fifteen (15) working days (excluding weekends, holidays, or other times the University is closed) and actually filled when the bidding employee's replacement is hired or as mutually agreed by the Shop Steward and the Director of University Safety. If a bargaining unit employee transfers or promotes to a different classification and does not meet the requirements of the new job and training within three (3) months, he/she shall be returned to their former classification with no loss

of classification seniority. If the position within the former classification has been filled, the Office of University Safety may be required to use the layoff procedures. If the University has advance knowledge of a job position that will be coming available that is beyond the fifteen (15) working day award and filling period, it may post such opening for bid. The job shall still be awarded within the fifteen (15) working day period, but the actual filling may be delayed. If this occurs, the posted bid shall contain the specific date that such job is anticipated to be filled.

After a job is awarded, all subsequent vacancies created by the filling of the initial vacancy will be filled by classification seniority based upon the shift preference. If the vacancy cannot be filled within the bargaining unit, the vacancy will be posted externally in accordance with the University's hiring procedures. Vacant jobs during the posting and awarding period may be filled by temporary assignments or transfers. Employees working on such transferred job shall not be forced on the job beyond the posting and awarding period.

16. LAYOFF AND RECALLS. Layoffs and recalls shall be based upon bargaining unit seniority. Employees who are laid off in one classification may bump an employee with less bargaining unit seniority in the other classification provided they have previously held a job in such classification. It is understood that before regular employees are laid off, all temporary or contracted positions performing work in the nature of the bargaining unit shall be terminated. Any employee laid off shall be given a two (2) week notice (i.e., ten (10) working days) prior to any such layoff.

17. CHANGE OF START TIMES. Except in case of an emergency, employees shall not be required to change starting times once their workweek has begun. Dispatch Specialist, Dispatch Specialist Lead, Campus Safety Specialist, Campus Safety Specialist Lead shall not generally have more than one (1) regular starting time in a workweek, but may from time to time for

special circumstances (e.g., education, training, meetings, special events) with at least two (2) weeks' notice and up to six (6) times per year except by mutual agreement. The University may change starting times of a job without reposting it, if the change does not exceed one (1) hour. Changes in starting times of more than one (1) hour on a permanent basis shall be considered a change of shifts and require a job posting.

18. PERFORMING WORK OUTSIDE OF CLASSIFICATION. When an employee fills in for a higher classification employee (e.g., Dispatch Specialist to Dispatch Supervisor, or Campus Safety Specialist to Campus Safety Supervisor) for one (1) hour or more, he/she shall receive pay for such hours at the same rate he/she would receive if promoted to the position. Employees working in a lower pay grade job on a temporary basis shall continue to receive their regular rate of pay from their classification.

19. LUNCH AND REST BREAKS. Employees shall take a thirty (30) minute lunch period. Except in cases of an emergency, employees will be provided with two rest periods of fifteen (15) minutes during each day. Rest periods must be approved by the supervisor. Campus Safety Specialists or Campus Safety Specialist Leads who get an emergency call during their lunch or break shall respond to the emergency call, and then finish their lunch or break. A Campus Safety Specialist or Campus Safety Specialist Lead shall relieve the Dispatch Specialist or Dispatch Specialist Lead for their lunch and breaks.

20. OVERTIME COMPENSATION. 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 and on their days off. However, if an employee is required to work more than two (2) days of

more than eight (8) hours or ten (10) hours, on their assigned shift in any workweek, the employee will be entitled to overtime for all hours worked over above their normal shift in that workweek.

21. 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 shall be paid out in the following month it is earned. Note: University shall correct payroll errors as soon as possible. Any such compensatory time off shall be taken during the twelve (12) months immediately following the monthly pay period it is earned 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 reduce staff below the minimum requirements of the Office of University Safety. An employee may, at 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 of Agreement.

22. HOURS OF WORK. The regular workweek shall consist of five (5) consecutive, eight (8) hour days. As an alternative, a regular workweek may consist of four (4), ten (10) hour days. In cases where employees are assigned a ten (10) hour shift, at least two of the assigned days off within the week must be consecutive. Any employee working a ten (10) hour shift at the time the agreement is signed shall not be required to change to an eight (8) hour schedule; however, should they choose to bid out of their current schedule, they shall be required to work the schedule assigned on the bid posting. All full-time employees shall be guaranteed forty (40) hours of work each regular workweek, and eight (8) hours or ten (10) hours for each day of the workweek depending on the specific schedule.

A pilot program will be implemented to determine the pros and cons of ten (10)hour shifts for third shift employees within Campus Safety. The pilot program will be implemented no later than January 1, 2020 and will automatically conclude on June 30, 2021. If both parties mutually agree, the pilot program may conclude at an earlier established date or may continue through a later date. In lieu of the bidding procedures outlined in Paragraph 15 VACANCY POSTING PROCEDURES, when the pilot program is initially established, only those assigned to third shift at the time of the posting may bid on the pilot program schedules. Upon completion of the bid process, all employees shall be given no less than thirty (30) calendar days' notice before the implementation of the new schedule. All vacancies occurring during the pilot, except those initially filled at the start, will be filled in accordance with Paragraph 15 VACANCY POSTING PROCEDURE. At the conclusion of the pilot, if the schedule remains as ten (10) hour shifts, all incumbents will remain

within their positions. If at the conclusion of the pilot, the schedule returns to eight (8) hour shifts, the positions will be filled through bid, but only to those employees on third shift at the time of that posting.

23. CALL OUT PROVISION. Employees who are called to work outside of their normal shift shall be paid, at the applicable overtime rate, a minimum of four (4) hours work or pay. Call out provisions do not apply where an employee is requested to work before the start of their scheduled work shift and works into his or her regular schedule or immediately following their regular work shift. Additionally, no more than twice per year, employees may be required to attend departmental meetings without impacting the call out provisions, if it has been scheduled at least two weeks in advance and a minimum of two (2) hours.

24. SHIFT DIFFERENTIAL. 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 after the completion of the initial training academy. Such differential will be included on all vacation, holiday, jury duty, funeral leave, or other paid time off that the employee receives. Employees shall also receive differential pay for training time provided they normally receive such differential pay. An employee that regularly gets a shift differential shall continue to receive such differential if he/she works a shift that does not have a differential, or has a lower differential. Furthermore, officers temporarily working a shift with a higher differential than their normal shift, shall receive the higher differential for any hours they work on that shift.

25. 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. Available on the University's web site, www.my.missouristate.edu, employees have access to a statement of their payroll check, deductions, and a year-to-date total of income and deductions.

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

- (a) Vacation leave is granted at the convenience of the University per request of the employee subject to approval of the immediate supervisor or designee. Vacation leave will be granted only after it has been earned.
- (b) For bargaining unit employees within Campus Safety, vacation submitted by the cutoff date shall be awarded by bargaining unit seniority by shift regardless of classification so long as minimum staffing needs are maintained. For bargaining unit employees within Dispatch Services, vacation submitted by the cutoff date shall be awarded by bargaining unit seniority by shift regardless of classification so long as minimum staffing needs are maintained. For bargaining unit employees within Transportation Services, vacation submitted by the cutoff date shall be awarded by bargaining unit seniority regardless of classification so long as minimum staffing needs are maintained. Requests after the cutoff date will be on a first-come basis, subject to the minimum staffing requirements.
- (c) The University may require regularly scheduled staffing to work during certain high-volume days on campus (e.g., commencement, move-in, football game dates). Employees may schedule a week or more of vacation during these events as part of the

normal annual process. No daily vacation leave will be granted on those dates for employees scheduled to work their normal shift; however, the University will give consideration to requests for daily vacation for special occasions such as a family member's wedding, funerals, or other major events.

- (d) Employees may 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.
- (e) An employee separated from the University for any reason shall be entitled to payment for earned, unused vacation leave.
- (f) If a holiday or extra given day is observed by the University occurs during the period of an employee's vacation, he or she shall not use vacation leave on that day.
- (g) Employees shall fill out departmental vacation request forms and submit to the Manager, or designee, of their unit by March 1 of each year. The vacation schedule shall be posted by April 1 of each year. All subsequent vacation scheduling shall be posted as it is awarded.
- (h) For requests submitted after the cutoff date, the University shall notify the employees within five (5) business days of the status of their request.

27. HOLIDAYS. The following holidays are observed by the University and all employees (except those engaged in continuous operations such as Campus Safety and Dispatch Services) and

shall be excused from duty when such holidays are observed between July 1 and June 30 of each fiscal year:

- (1) Independence Day
- (2) Labor Day
- (3) Thanksgiving Day
- (4) The day following Thanksgiving Day
- (5) Christmas Day
- (6) New Year's Day
- (7) Memorial Day
- (8) Martin Luther King, Jr. Day (beginning 2021)

- (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 for the holiday. Each year, additional paid days off may be designated by the University President. These days are referred to as "extra given days". The "extra given days" are observed as designated on the University calendar at www.missouristate.edu. If a "given" day falls on Martin Luther King Jr. Day or Presidents' Day, it will be treated as a holiday for purposes of this agreement for pay. If not a "given" day, neither will be treated as a holiday.
- These days are granted at the discretion of the University President and are subject to change. All employees required to work on an "extra given day" will be paid at their regular straight-time rate for hours worked in addition to their regular day's pay for the extra given day. Only the seven (7) holidays listed above or Martin Luther King Jr. Day and/or Presidents' Day, if granted, will be counted as "hours worked" toward 40 hours for the purpose of overtime payment. Beginning in 2021, only the eight (8) holidays listed above and Presidents' Day, if granted, will be counted as "hours worked" toward forty (40) hours for the purpose of overtime payment.

Unworked holidays or extra given days 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.

If a University recognized holiday falls on an employee's normal work day, he/she may be granted the day off, based upon seniority, and subject to minimum staffing requirements.

28. 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 eight (8) hours 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 Head on the employee time sheet. The supervisor may require an employee to produce a physician's statement explaining the nature of his or her illness if the employee misses more than two (2) consecutive days or if a pattern of absences is established.
- (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 384

hours in accordance with the MOSERS provisions. Payment shall be at the employee's regular straight time rate of pay.

- (e) The University has the right to require evidence of illness or injury of those employees suspected of abusing sick leave at any time. 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.
- (f) Employees may use sick leave due to an illness of the employee's spouse, sponsored dependent, children, parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention.
- (g) In regard to non-employment related injuries and/or illness, the University may allow members to return to work with temporary work/physical limitations as described in medical evaluations pursuant to current University procedures applicable to other employees of the University that take into account the essential functions of the position to which the member is returning and his/her ability to perform those functions.

29. FAMILY AND MEDICAL LEAVE. An employee will be granted Family and Medical Leave under the same policy and provisions and as amended from time to time as is applicable for other employees. Employees may, but will not be required to, use sick or vacation time prior to or during FMLA.

30. MILITARY LEAVE. An employee entering any branch of the military services of the United States, whether voluntarily or by induction, shall be carried on leave without pay status for the required period of active military service, and ninety (90) days beyond. Upon notice of intent to

return to University employment, he or she shall produce evidence of their release from military service. The term military service includes service in the Army, Navy, Air Force, Marine Corps, Coast Guard, and United States Public Health Service, as well as auxiliary branches of these services in which either men or women serve, but shall not include service as civilian employees of any of the services.

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 without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, for a period not to exceed a total of one hundred twenty (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 Revised Statutes of Missouri. Employees should make every effort to give notice of impending military service as far in advance as is reasonable under the circumstances. Copies of official orders must be furnished to support request for such leave. If reservists or members of the National Guard are called to active duty, they will have rehire and other benefits as prescribed by federal law in Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

31. LEAVE WITHOUT PAY. Employees may be granted leave without pay in accordance with University policy and provisions, and as amended from time to time as is applicable for other employees.

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

An employee will be authorized to be absent without loss of pay in the event of a death 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 straight time hourly rate of pay. The employee's immediate family shall be defined as spouse, sponsored dependent, children, mother, father, brother, sister, grandchildren, grandparents and great grandparents; sponsored dependent children, mother, father, brother, sister, grandchildren, grandparents and great-grandparents; son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children, step-father, step-mother, step-brother, step-sister, step-grandchildren, step-grandparents, and step-great grandparents.

33. 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 compensation 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. The employee must record jury duty on their time sheet and provide a copy of the summons or subpoena to the Office of Human Resources. Paid court leave is not available to an employee when the employee is the named plaintiff or defendant.

34. IMMUNIZATIONS. Due to the continuous public exposure of University Safety employees, the University will offer all bargaining unit employees who choose to receive them, Hepatitis A and B and Tetanus immunizations, from the Magers Health and Wellness Center at the University Safety's expense. In addition, testing for tuberculosis and HIV shall be provided at the University Safety's expense for bargaining unit employees. In the event of a meningitis outbreak on campus, bargaining unit employees in contact with an infected individual will be offered a meningitis vaccination from the Magers Health and Wellness Center at the University Safety's

expense. In case of a major outbreak, University Safety employees may be required to receive immunizations.

35. UNIFORMS. Employees are required to wear uniforms provided by the University. If required, the University shall issue the uniforms to adequately outfit the usage by employees. Uniforms shall be replaced on an as-needed basis. Uniforms belong to the University and shall be returned upon separation from service.

The University shall issue five (5) short sleeve uniform shirts and five (5) long pants for Building Safety Specialists, Campus Safety Specialists and Campus Safety Specialist Leads and shall issue up to five (5) long sleeve uniform shirts and five (5) pair of uniform shorts as requested. Campus Safety Specialists and Campus Safety Specialist Leads shall be issued one (1) cap and one (1) belt as well as one (1) bicycle helmet, one (1) pair bicycle gloves, and two (2) pair of bicycle undershorts if they provide bicycle patrol. One (1) winter cap, one (1) pair of winter gloves and one (1) parka-type coat (including inner liner jacket) shall be provided during cold weather. A raincoat shall be available for use during inclement weather.

Dispatch Specialists and Dispatch Specialist Leads shall be issued five (5) shirts, upon request. The Safety and Transportation Technician shall be issued five (5) short sleeve shirts and shall issue up to five (5) long sleeve shirts as requested, one (1) cap and at least one (1) pair or work gloves. One (1) winter cap, one (1) pair of winter gloves and one (1) parka-type coat or coveralls shall be provided during the winter months. A raincoat shall be available for use during inclement weather.

36. 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.

37. UNION REPRESENTATION. The University recognizes the right of the Union to designate Job Stewards and Alternates from the Bargaining Unit. The Union shall provide the University with a list in writing of the names of all Stewards and Alternates, including their areas of responsibility. Employees shall have the right to have a Steward present in any disciplinary meeting or grievance discussion meeting.

Stewards have the job to investigate grievances and perform other Steward functions that will need, at times, to be performed on their regular shift on University time. The Union agrees to not abuse this privilege, and the Department Director agrees not to deny this privilege.

Employees shall receive copies of all reprimands, warning letters, or other discipline issued. The Union shall be forwarded a copy of all such discipline by the Office of Human Resources.

The Union shall be allowed up to thirty (30) minutes to meet with new bargaining unit eligible employees at the conclusion of their probationary period. In addition, twice per year, the Union shall be allowed fifteen (15) minutes to meet with bargaining unit employees during their regular shifts.

38. NO STRIKE/NO LOCKOUT. The Union agrees that there will be no strike, stoppage, slowdown, sit down, refusal to perform work or other interference with operations or refusal to enter the University's premises for any cause whatsoever, and the University agrees that it will engage in no lockouts. If the picketing occurs, it must be in conformance with the University

Governing policy G5.02 Expressive Activity policy while on University property. The foregoing is binding upon the Union and its members who obligate themselves not to condone any of the prohibited activity.

39. SAFETY. The University agrees that bargaining unit employees shall be provided equipment and training as determined necessary and appropriate by the University. The University will provide a protective vest for each vehicle while being used by Campus Safety. The use of force, including deadly force, is governed by chapter 563 of the Revised Statutes of Missouri, R.S.Mo., *et seq.*

All bargaining unit employees will have access to the current Policies and Procedures Manual of the Office of University Safety.

Pursuant to, and in conjunction with, the State Legal Expense Fund, Section 105.711, R.S.Mo., *et seq.*, it is the policy of the University to provide legal defense of any claim covered by Sections 105.711 to 105.726, regarding conduct of any employee of the University arising out of, and performed in connection with, his or her official duties on behalf of the University. When questions arise as to whether the conduct in question would be covered by Sections 105.711 to 105.726, the University may consult and obtain the advice of the Attorney General of the State of Missouri. The University may also proceed with a defense under a reservation of rights, under which the officer or full-time or part-time employee may subsequently become liable and responsible for the expense of such defense upon a finding that the conduct was not or would not have been covered by Sections 105.711 to 105.726.

40. TRAINING & CERTIFICATION. Job training is an essential element of becoming and continuing as a University Safety employee. The University will provide on the job training at

no cost to the employee and on paid time. Such training shall be done through the academy, certification and recertification classes and actual on the job training. There are compliance courses for which an employee's attendance is required in order for the University to meet legal mandates (example: HIPAA, FERPA, CPR/AED, HazMat). The requirement to attend such training may be directed either by the University or the Office of University Safety.

It shall be the University's responsibility to track and communicate training needs for individual employees and to provide such paid training time, materials, and equipment to such employees. Upon notice, employees shall have the responsibility to complete such training in the specified time required. Failure to complete such training may result in disciplinary action.

The University retains the right to give training to employees that they select who in turn will prepare lesson plans and provide training to the other employees in order to not disadvantage more senior employees with regard to work opportunities, overtime, or bidding opportunities within an employee's classification. Employees doing field training for new hires or employee retraining shall be paid an additional \$1.50 per hour for each hour of such training.

The University recognizes the attainment of the National Registry of Emergency Medical Technicians Emergency Medical Responder (EMR), or approved equivalent, or the Association of Public Safety Communications Officials (APCO) Public Safety Telecommunicator (PST), or approved equivalent, by any full-time regular employee within the Dispatch Services or Campus Safety units. In support of these recognized certifications, the University will increase the hourly base salary by \$.15 per hour for any Building Safety Specialist, Campus Safety Specialist, Campus Safety Specialist Lead, Dispatch Specialist, or Dispatch Specialist Lead presenting documentation of certification for either of these professional standards. If both certifications are obtained, the

employee may be granted \$.15 per hour for each one, for a total of \$.30 per hour. The University will not cover fees for any training or certification expenses, or for any other charges incurred by the employee, unless the University requires the certification. This certification increase is an increase to the base salary of the certified employee resulting in a new base salary of the certified employee resulting in a new base salary and is not an extra stipend paid on top of base salary.

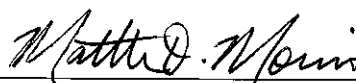
Employee's employed before May, 2004 or who have or obtain a medical restriction shall not be required to complete bicycle training. Campus Safety Specialists and Campus Safety Specialist Leads will receive a \$50.00 per month supplemental pay for each month that they perform a minimum of 60 hours of bike patrol.

41. TERM. This Memorandum is effective as of 12:01 a.m. December 13, 2019, and shall continue in full force and effect until June 30, 2021, 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, 2021, or any annual anniversary date thereafter.

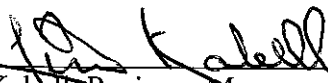
The Union and the University agree that this Memorandum is intended to cover all matters affecting wages, hours and other terms and conditions of employment and similar or related subjects, and that during the term of this Memorandum, the University and the Union will meet and confer if there are proposed changes in wages, hours or terms and conditions of employment. If no modification is approved by the Board of Governors, following meet and confer discussions, the terms of the Memorandum will remain in effect, unless otherwise required by law. The University shall not be bound by any past practice or understanding with employees unless such past practice or understanding has been specifically stated in this Memorandum or the *Employee Handbook*.

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.

Date: December 13, 2019



Matthew D. Morris, Vice President for
Administrative Services
Missouri State University



Jim Kabell, Business Manager
Teamsters Local Union 245

11/10/20

MEMORANDUM OF AGREEMENT
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**ADDENDUM TO THE MEMORANDUM OF AGREEMENT BETWEEN
MISSOURI STATE UNIVERSITY**

And

TEAMSTERS LOCAL UNION No. 245

DATED: August 14, 2020


The following changes to the Agreement are incorporated until the renegotiation of said Agreement. The following section replaces Article 9. Non-discrimination in its entirety.

9. 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 (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972 ("Title IX").

- (a) Notwithstanding Section 10 of this Agreement, in the event that an employee brings a complaint of discrimination based on any of the above, it shall be subject to the grievance procedures set forth in G1.31 Reporting Allegations of Discrimination on the Basis of a Protected Class.



Missouri State University



Mike Gugliotta, Business Representative
Teamsters Local 245

Effective Date: August 14, 2020