RESOLUTION CONCERNING THE EMPLOYEE BARGAINING UNIT

ADOPTED BY BOARD OF REGENTS

EFFECTIVE: JULY 1, 2015
AMENDED: JULY 1, 2017

THE BOARD OF REGENTS FOR THE
SOUTHEAST MISSOURI STATE UNIVERSITY
ONE UNIVERSITY PLAZA
CAPE GIRARDEAU, MISSOURI 63701
RESOLUTION CONCERNING THE EMPLOYEE BARGAINING UNIT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 148

and

SOUTHEAST MISSOURI STATE UNIVERSITY

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RESOLUTION CONCERNING THE EMPLOYEE BARGAINING UNIT

WHEREAS, Certain employees of the Board of Regents for the Southeast Missouri State University, hereinafter called "University" on the 5th day of March, 1970, did select in an election by secret ballot, Stationary Local No. 148, International Union of Operating Engineers, hereinafter called "Union", as their exclusive bargaining representative; and

WHEREAS, It was agreed upon that the appropriate unit would include boiler plant and maintenance department employees at the Southeast Missouri State University, Cape Girardeau, Missouri; and

WHEREAS, The representatives of the Board of Regents for the Southeast Missouri State University, by and through their agents, from year to year, have met, conferred with and discussed with the bargaining representative of the affected employees, proposals relative to salary and other conditions of employment; and

WHEREAS, the parties have now resolved in writing the complete result of discussions between the various parties and intend to incorporate it in this resolution. The new agreement is to be for a three (3) year term commencing July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED That the following be and same is hereby approved and adopted by the University with respect to the employees of the bargaining unit relative to salaries and other conditions of employment as of the date of this resolution:

1. RECOGNITION

A. The University recognizes the Union as the sole collective bargaining agency for all of its employees on the campus at Cape Girardeau, Missouri, designated as Boiler Plant employees and Maintenance Employees. This contract excludes supervisors, professional employees, office and clerical employees, security forces, custodial employees and all other employees not herein specifically covered.

B. The jurisdiction of this Resolution shall pertain to all the mechanical operation and equipment necessary to the operation and maintenance of the plant comprising a unit of all persons engaged in controlling, operating, or assisting in operating all boilers, irrespective of pressure, or steam or other power purchased from outside sources on receipt of the University's property line, and all maintenance operations.

C. The University agrees that it will not deny employment, advancement or promotional opportunity to or practice any discrimination against any employee because of race, color, creed, sex, religion, national origin, disability, or veteran's status. It is understood that the Union also will not deny membership to or practice any discrimination against any employee or prospective employee because of race, color, creed, sex, religion, national origin, disability, or veteran's status. Any reference in this resolution to an employee in either the masculine or feminine gender shall be construed as applying equally to employees of either sex. It is also understood that references in this document to the plural include the singular and references to the singular include the plural.
2. RECOGNITION OF THE UNIVERSITY'S RIGHTS

A. The Union recognizes that the management of the University, the direction of the working forces, the determination of the number of staff it will employ or retain, and the right to hire, suspend, discipline, promote, demote or transfer, and to release employees because of lack of work or for other proper and legitimate reasons, are vested in and reserved by the University, subject, however, to the provisions of the resolution, and the employees' right of adjusting grievances as provided for herein.

B. The Union recognizes the University's right to establish and assure a work place free from the presence and effects of alcohol and drug abuse, and, in doing so, recognizes that any issues which may arise from policies and procedures promulgated toward this end are not issues which are subject to the grievance procedures of the Union, but are more properly handled by procedures generally available to all employees of the University.

3. UNION SECURITY

A. No employee shall be subject to discharge by reason of failure to make application to or to become or to remain a member of the Union or in those cases where such employee has paid or tendered payment of initial fees and periodic dues required of all other employees similarly situated for such membership or continuation thereof.

B. All new jobs and vacancies shall be bulletined and posted for a period of at least five (5) days (Monday through Friday). Job vacancies may be simultaneously posted internally and advertised externally. Unit members who apply through the job bid process will be considered prior to those applicants who apply in response to the external job advertisement except for jobs in Telecommunications. All applicants for Telecommunications vacancies will be considered in a single applicant pool. However, the University agrees that in filling Telecommunications vacancies, if there are equally qualified internal and external candidates, preference will be given to the internal applicant.

C. Before hiring any new employee, the University shall first notify the Union of the existence of a vacancy.

D. The Union may refer applicants for such position to the University and the University agrees to consider impartially any such applications referred during a period of twenty-four (24) hours subsequent to such notification and, if they meet qualifications, the University shall give consideration to such applicants because of membership or non-membership in the Union. In filling vacancies, consideration will also be given to existing members of the Employee Bargaining Unit who may desire to bid for the vacant position, provided such member or members meet the qualifications for the position.

E. In order to bid to a vacancy, interested individuals must provide either a current resume or job summary listing his/her skills, knowledge, abilities, work experience and education. These materials, in order for the bidder to be considered for the job, must be provided in accordance with the instructions and the deadlines listed on the vacancy notice.
unit employees who apply for a vacant position covered by this agreement who meet the minimum qualifications and are not selected for an interview will be notified and offered an opportunity to discuss what they may do to improve their qualifications for future openings.

F. The University shall have the final authority concerning the hiring of any new employees and shall be fully entitled to insist on qualifications for the job classification involved.

G. The University shall have the right to lay off or discharge any new employee during a six month probationary period following employment, without such discharge constituting a grievance. New employees include both employees that are new to the employ of the University and those that have served with the University for a period of time but hire into a different position.

H. Should a vacancy be filled with an existing employee Union member, the Business Agent and Steward shall be notified of the name of the employee chosen to fill the vacancy and the date.

I. Members of the Employee Bargaining Unit who may desire to bid for a vacant position shall always be encouraged to bid to a position that has at least the same base wage rate as the employee has at the time of the job bid. However, employees may bid to any position.

J. In considering internal applicants, if both applicants are equally qualified, but one applicant is bidding laterally and the other is bidding to a higher position, the University will give preference to the applicant bidding to a higher position. If two internal applicants are equally qualified and both are either bidding laterally or both are bidding to a higher position, the University will give preference to the applicant with the greater seniority.

4. CONTINUITY OF WORK

It is expressly understood that the services performed by the employees covered by this resolution pertain and are essential to the operation of educational and related institutions and to the welfare of the public dependent thereon. In consideration thereof and of this resolution adopted by the Board of Regents for the Southeast Missouri State University, the Union has agreed that during the life of this resolution there shall be no strikes, work slow down, or stoppage of work called, authorized, approved or sanctioned by the Union - including those arising from grievances - or violations of this resolution by the University, and that all grievances and violations of this resolution shall be exclusively and finally disposed of as provided in the grievance procedure. Employees shall not cause or take part in any strike, work slow down or work stoppage in violation of the provisions of this resolution, and any employee who violates the provisions of this resolution shall be subject to discipline and discharge by the University with the right of appeal following the grievance procedure only as to the determination of the question of violation. The Union shall immediately and publicly disavow any illegal strike, work slow down, or threat of illegal strike, work slow down, or work stoppage and will use all means within its power to end any such strike, work slow down, or work stoppage at the earliest possible time and will not recognize any picket lines established by such individuals. If the Union has complied with the provisions of this section,
then it shall not be liable in damages to the University, and the University agrees it will not institute a lawsuit against the Union to recover damages occasioned by such illegal strike, work slow down, or work stoppage provided that the Union has complied with the provisions of this resolution. The University will not lock out its employees during the term of this Resolution and it will submit to the grievance procedure provided for herein of all claims of resolution violation by the Union. The University understands that no employee covered by the Resolution shall be deprived of his/her legal rights under the National Labor Management Act (Taft-Hartley).

5. WORKING TIME

A. In accordance with the record keeping and hour requirements of the Fair Labor Standards Act of 1938, as amended, the payroll week shall be Sunday through Saturday inclusive. Pay will be calculated based upon hours worked between 12:01 a.m. Sunday and 12:00 midnight on Saturday.

B. The work day shall be twenty-four (24) consecutive hours commencing at 12:01 a.m.

C. Regular scheduled work periods or shifts shall be set by the University.

D. It is the intent of the University that all employees (except those working on rotating shifts) under normal working conditions should work five (5) consecutive days and then be off two (2) days except for the schedule changes necessitated by emergency and/or scheduled double back occurrences or for other reasons.

E. Eight (8) consecutive hours, including a one-half (1/2) hour lunch period, shall be the normal scheduled hours of work in a work day. Employees on lunch are considered available for service.

F. Forty (40) consecutive hours to be worked in five (5) consecutive eight (8) hour days shall be the general normal scheduled hours of work in a work week.

G. The University shall have the privilege of rescheduling employees and their work periods. At least seventy-two (72) hours' notice shall be given by the University to the employee of all rescheduling except in emergency cases. Employees shall have the privilege of exchange of shifts only upon the prior approval of the University and whenever possible seventy-two (72) hours' notice of the request for exchange of shifts shall be given to the University. Employees who are rescheduled under this provision will only be required to perform the work for which they are rescheduled.

H. A shift differential shall be paid in addition to the base rate for the classification for all hours worked between 3:30 p.m. and 7:30 a.m., except those hours worked for which overtime is paid or as identified in the appendices. This provision shall not apply in those cases when the hours worked are due to a change requested by the employee or for hours made up due to an absence or tardy.
6. OVERTIME

A. When an employee works more than eight (8) hours a day, the employee shall not be required to take time off the remaining portion of his/her work schedule in order to avoid overtime payment.

B. Time and one-half (1½) pay (overtime) at the regular classification rate shall be given for all hours worked in excess of forty (40) hours per week. For the purpose of determining the forty (40) hours worked, non-worked paid holiday time, non-worked paid University closure time, paid sick leave time, and paid vacation time shall be counted as time worked.

C. All hours worked on holidays and days when the University is officially closed as determined by the President or his/her designee, will be paid at the rate of time and one-half (1½) pay at the regular classification rate. On holidays, employees will be paid their appropriate holiday pay as well. On days when the University is closed, employees who work will be paid their regular hourly rates of pay for each hour worked up to a maximum of eight (8) hours, in addition to the time and one-half (1½) pay.

D. When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rates of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

E. An employee who has completed his/her work schedule and is “called in” by the University to perform emergency work must be guaranteed a minimum of three (3) hours pay at time and one-half (1½) his/her regular rate.

1. For the purposes of determining when a “call-in” has occurred, if the employee’s shift has ended and it is necessary for the employee to return to work prior to the start of his/her next scheduled work period or shift, the employee shall be deemed to have been “called in.” University may schedule employees so that their normal 8 hour workday schedule will be in a contiguous eight (8) hour period between the hours of 6:30 a.m. and 6:00 p.m.

2. When “called in,” the employee will be required to do only the emergency work he or she was called in to perform and will not be required to perform other work.

3. The “call in” provision shall apply to employees who are required to attend University meetings on their days off.

F. It is understood that there may be situations which necessitate having employees report early for work or to extend the employee's scheduled work. These cases shall not constitute “call-in” time and overtime will be paid as hours exceed the forty (40) hour threshold; provided, however, that when employees are called in early for snow removal, it shall be considered a “call in”.
G. Overtime shall be divided as evenly as practicable during the term of this resolution among employees within job classifications while giving due consideration to work needs and the skills and capabilities of the employees involved.

H. Employees scheduled to work on normal days off will be paid a minimum of 3 hours per day but guaranteed pay for all hours worked.

7. CHECK OFF OF DUES AND INITIATION FEES

As all wages are paid for and on behalf of the University by the State of Missouri, and as the State of Missouri has certain prescribed rules and regulations concerning the deducting of Union dues and initiation fees, the University has no authority to prescribe for the deduction of Union dues and initiation fees. The University will not resist any attempt by the Union to work with the State of Missouri in obtaining a deduction for Union dues and initiation fees for the employees governed by this resolution.

8. HOLIDAYS

A. The following days, or days legally observed as such, shall be designated as holidays:

- New Year's Day
- Thanksgiving Day
- Memorial Day
- Day after Thanksgiving
- Independence Day
- Christmas Day
- Labor Day
- Day before New Year's
- Designated Holiday
- Day before Christmas
- Martin Luther King Day

B. Employees who are not required to work on the aforenamed holidays shall receive eight (8) hours’ pay at the regular rate, regardless of their work schedule, provided:

1. The employee has not refused or failed to work on the holiday after having been requested to do so;

2. The employee has worked the full scheduled working days, either preceding or following the holiday, unless excused by the University or is on sick leave.

C. To be eligible for holiday pay, an eligible employee must be:

1. actively employed by the university both before and after the campus holiday, and;

2. must have worked or been on approved paid leave (i.e., paid time off) during the 30 day period immediately preceding the campus holiday.

An employee who is on leave without pay or short-term disability for the full 30 day period preceding the campus holiday is not eligible for holiday pay.
9. WAGES, JOB UNITS AND CLASSIFICATIONS

A. Effective July 1, 2017, the University shall pay the wages set out in Appendix "A".

B. All employees will be paid at least monthly by direct deposit and will continue to receive pay advices.

C. Job units and classifications shall be those set out in Appendix "A". Whenever possible, each job classification shall have two pay rate units, Apprentice pay and Journeyman pay. A probation period of six months shall begin at date of hire. On the six month anniversary of hire, an evaluation shall be performed by the University. At such time a determination will be made if the employee has met the skill level for Journeyman pay. In the event that the University elects to continue the employment of the individual and also determines that additional time is needed to generate additional skills necessary for Journeyman pay, the employee will continue Apprentice pay for a period not to exceed twelve additional months. The University, during that time, shall evaluate the employee every three months. At any time during the twelve month period of Apprentice pay, the employee may be promoted to Journeyman based on promotional evaluation.

D. The Union and the University recognize that changes in technology or in the work of Facilities Management are constantly occurring which are currently unforeseen and unanticipated by the job descriptions. As a consequence of this circumstance, changes in job descriptions are to be expected. Such changes will be added to the job descriptions in accordance with Paragraph E below. The University shall provide the Union with written job descriptions for each classification in Facilities Management. The Union and the University agree to work cooperatively to assure that the job descriptions are comprehensive and provide for an acceptable range of coverage. The University and Union recognize that despite the best intentions of both parties, there exists a likelihood that some work performed will fail to be mentioned in the above job descriptions and that such work will be added to the appropriate descriptions when it is discovered.

E. When changes occur in job descriptions or job classifications, the University agrees to notify the Union and, if the Union desires, hold a meeting to discuss the changes and answer questions regarding the changed duties, with the final decision being made after such discussions. It is recognized, however, that the above agreement does not create a presumption that certain work is always assigned to certain classifications.

F. The University, at its discretion, may designate one employee in each work crew as a "Lead". This employee is generally one with leadership qualities who is highly skilled in his/her field. However, management will obtain Union input prior to exercising such discretion. The "Lead" designation may be assigned or withdrawn entirely at the discretion of the University. "Lead" is a designation only, and is not to be considered as a job classification or description.
10. VACATIONS

A. All employees covered by this resolution shall accrue vacation with pay each pay period to equate as follows:

<table>
<thead>
<tr>
<th>LENGTH OF SERVICE</th>
<th>ACCRUAL RATE</th>
<th>ANNUAL TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 1 year of service</td>
<td>3.08 hours per bi-weekly pay period</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>1 year of service</td>
<td>3.38 hours per bi-weekly pay period</td>
<td>11 Working Days</td>
</tr>
<tr>
<td>2 years of service</td>
<td>3.69 hours per bi-weekly pay period</td>
<td>12 Working Days</td>
</tr>
<tr>
<td>3 years of service</td>
<td>4.00 hours per bi-weekly pay period</td>
<td>13 Working Days</td>
</tr>
<tr>
<td>4 years of service</td>
<td>4.31 hours per bi-weekly pay period</td>
<td>14 Working Days</td>
</tr>
<tr>
<td>5 years of service</td>
<td>4.62 hours per bi-weekly pay period</td>
<td>15 Working Days</td>
</tr>
<tr>
<td>6 years of service</td>
<td>4.92 hours per bi-weekly pay period</td>
<td>16 Working Days</td>
</tr>
<tr>
<td>7 years of service</td>
<td>5.23 hours per bi-weekly pay period</td>
<td>17 Working Days</td>
</tr>
<tr>
<td>8 years of service</td>
<td>5.54 hours per bi-weekly pay period</td>
<td>18 Working Days</td>
</tr>
<tr>
<td>9 years of service</td>
<td>5.85 hours per bi-weekly pay period</td>
<td>19 Working Days</td>
</tr>
<tr>
<td>10 years of service</td>
<td>6.16 hours per bi-weekly pay period</td>
<td>20 Working Days</td>
</tr>
<tr>
<td>20 years of service</td>
<td>7.70 hours per bi-weekly pay period</td>
<td>25 Working Days</td>
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</tbody>
</table>

B. Employees shall accrue vacation leave based upon their individual anniversary dates. Vacation accruals will occur biweekly. The maximum balance of vacation leave that an employee may carry at any time is 240 hours (6 weeks). Retiring and deceased employees will have their vacation accrual prorated for their last pay period of employment. Employees whose balances have reached 240 hours will not accrue further vacation until such time as their balance, through use or through vacation buyback, is lowered below 240 hours.

C. The employees' wishes shall be given consideration, but the University reserves the right to assign vacation when operating necessities so dictate. Should a priority sequence occur, request for vacation shall be granted on the basis of seniority and each employee shall indicate the time he/she would like to take his/her vacation no later than March 1st of each calendar year. Vacation may not be taken until it is earned and accrued. Vacation may not be used within the pay period it is accrued.

D. If an employee is unable to use a previously approved vacation request because the University cancels the vacation leave, and during the following four pay periods the employee's vacation balance reaches 240 hours, the employee will have an amount of vacation hours added to his/her balance equivalent to that which he/she would have accrued during the four pay periods had his/her balance not reached 240 hours.

E. Vacation buyback will be provided in accordance with Appendix B.

11. SICK LEAVE/FUNERAL LEAVE

A. Employees who become ill and know in advance that they will not be capable of working their assignment, will be expected to give their supervisor as much advance notice as possible. The failure to give notice of illness or incapacity to the University shall cause the employee to become subject to disciplinary action.
B. Employees shall be provided 12 days (96 hours) of verified sick leave at the time of hire. Employees shall then accrue 2.47 hours of unverified sick leave per paid period (8 days annually). Unverified sick leave accrued over eight days (64 hours) will be transferred to a verified sick leave bank for employee use. Verified sick leave can accrue with no limit. The University may require verification of any verified sick leave taken. Such verification shall be made by written statement of a physician licensed to practice medicine in any state in this nation and must be provided to the supervisor not more than three (3) days after such occurrence. The Union will not directly or indirectly compel the University to employ new personnel to perform the duties of those employees who may be absent because of illness or incapacitation. Abuses of sick leave by any employee can result in disciplinary action and renegotiation of this clause of this resolution.

C. Up to twelve (12) days (96 hours) of an employee’s accrued verified sick leave may be also be taken when an employee is compelled to be absent due to the illness or injury of a member of his/her immediate family. Members of the immediate family are hereby defined as: mother, mother-in-law, father, father-in-law, husband, wife, children, brother, sister or relatives for whom the employee has primary responsibility.

D. Sick leave accrual will be pro-rated according to their FTE, i.e., 50% FTE would be entitled to 1.24 hours of sick leave per pay period (4 days annually).

E. Unverified sick leave may be taken due to the employee’s own illness or injury or when he/she is compelled to be absent due to the illness or injury of a member of his/her immediate family. Members of the immediate family are hereby defined as: mother, mother-in-law, father, father-in-law, husband, wife, children, brother, sister or relatives for whom the employee has primary responsibility.

F. Sick leave may be substituted for the first three days of a reportable illness or injury under Workers’ Compensation and for the thirty-three and one-third percent (33 1/3%) salary non-compensable under Workers’ Compensation.

G. Short Term Disability Benefit - Upon completion of the six month probationary period, extended illnesses of employees may be covered by the University’s Short Term Disability program. The maximum weekly benefit is 60% of current weekly earnings. Employees off work for 30 consecutive days (elimination period) may be eligible for short term disability. Employees may use any accrued leave to cover the 30 day elimination period. The maximum benefit period is 22 weeks. Specific provisions of the University’s Short Term Disability program are outlined in the official plan document.

H. Paid Parental Leave - Employees will be provided up to two (2) weeks of paid parental leave to bond with a child for which the employee is the legal parent. The paid parental leave must be taken within the first twelve (12) weeks following an eligible birth or adoption. If both parents are employees of the University, the two (2) week paid parental leave is a share benefit, meaning that both employees share the two (2) week benefit.
I. Absence will be granted with pay, not to exceed three (3) working days to make arrangements for and attend the funeral services of a spouse, father, mother, mother-in-law, father-in-law, brother, sister, child, grandparent, or grandchild of employee or spouse, or members of the family who reside within the employee’s household. Should the death occur and the funeral be held locally, employees will minimize as much as possible the allowed time off. An employee will also be granted reasonable time off to serve as pallbearer for the funeral of an extremely close friend or relative.

12. SENIORITY

A. All employees having completed one hundred and eighty (180) consecutive calendar days or more in the full-time service of the University shall have seniority dating from the date of that employment within this bargaining unit. Seniority only accrues from the date of regular hire. No time served in a temporary or term position shall count toward seniority in the bargaining unit.

Temporary, term and student employees shall not accrue seniority in the bargaining unit nor shall they accrue rights to continued employment. Temporary, term and student employees shall be those so designated by the University at time of hire.

B. The capability of employees being equal, the principle of seniority shall apply to all employees in the departments where employed below the grade of foreman. In filling vacancies, or making promotions, the employees in each department with the longest service record, who are qualified, shall be given preference. Should he/she fail to qualify in the employer's opinion within a six (6) month period, he/she shall be restored to his/her former job with no loss of seniority involved.

C. In case of layoff, temporary employees and probationary employees shall be laid off before any bargaining unit employees are laid off. Employees shall be laid off by order of least seniority within their classifications. However, when an employee with the least seniority is laid off within a certain classification, but has more seniority than employees in another classification for which he/she qualifies, he/she may exercise his/her seniority by bumping the least senior employee of said classification. An employee who bumps shall move to the pay scale associated with the classification to which he/she bumped. Employees laid off shall be called back in inverse order: last laid off, first called back.

D. Continuity of service is broken if the employee leaves employment covered by the resolution of his/her own volition, or is discharged. Continuity of service of employees, who are laid off, is broken if they are not recalled to work within one hundred and eighty (180) calendar days following the lay off. No new employees may be employed in any classification within a work crew while any employee in said classification of that work crew is laid off. Continuity of service of any employee is broken if an employee is absent from his/her duties on account of continued illness for a period exceeding three hundred and sixty-five (365) calendar days unless granted further leave by the University.
E. Unit members who move to supervisory positions shall maintain their continuity of service within this bargaining unit for one hundred and eighty (180) days from the date of beginning their supervisory service.

F. Any employee who is recalled into, or volunteers for service in the United States Army, Navy, Air Force, Marines, Coast Guard, Merchant Marine, or other uniformed services, shall be given a leave of absence for and will accumulate seniority during such period of service and upon termination of such service will be reemployed provided he/she has not been dishonorably discharged and is physically able to do available work in line with his/her seniority at the then current rate for such work, provided that he/she reports for work within the time fixed by law after the date of such discharge. Whatever laws are enacted relating to reemployment of employees drafted for other services shall become part of this Agreement.

G. Nothing contained herein shall obligate the University to fill a vacancy or promote an employee because of seniority if the employee is not qualified to fill the vacancy or to do the job required by promotion.

13. GRIEVANCE PROCEDURE

A. The Union and University wish to encourage open communications between employees and supervisors. In this way, many problems can be resolved before they become grievances.

B. Should any grievance arise during the term of this resolution involving hours of work or other conditions of employment or the meaning or the application of the provisions of this resolution, every effort will be made to settle such grievance in accordance with the following procedure.

1. First Step - An employee or his/her Steward may submit a written grievance within ten (10) calendar days after the occurrence upon which the grievance is based to his/her supervisor. He/she shall receive an answer as soon as possible, generally within one (1) day. Depending on the complexity of the grievance and the availability of resource persons to the supervisor, the answer may take longer than one (1) day to obtain. In any event, the answer shall be confirmed in writing to the grievant with a copy to the Steward.

   a. Failure to submit the written grievance within ten (10) days after the occurrence upon which it is based shall constitute a bar to further action on the grievance.

   b. The written grievance shall specify the article(s), paragraph(s), and subparagraph(s) that control the alleged violation.

2. Second Step - If a settlement is not reached at the First Step, the grievance may progress to the Second Step. To do so, the Union must communicate its desire in writing to discuss the grievance further. The written communication must be provided to the Director of the University department where the grievant is employed.
a. If the Union does not communicate its desire to progress to the Second Step in writing within five (5) days after receipt of the Supervisor’s written answer under the First Step, it shall constitute a bar to further action on the grievance.

b. If the Director of the department is also the Supervisor who heard the grievance at the First Step, the Second Step shall be bypassed and the Union may move to the Third Step.

c. Within five (5) working days after receiving the written request to proceed to the Second Step, the Director of the department will arrange for discussion with the Steward.

d. After the discussion about the merits of the grievance with the Steward, the Director of the department shall issue a written reply to the Steward and a copy shall be sent to the Union Office. The written reply shall generally be issued within five (5) days of the discussion.

3. Third Step - In the event that a settlement is not reached under the First Step and Second Step, if the Union wishes to continue the grievance, within five (5) working days following the receipt by the Steward of the written reply, it shall notify in writing the Director of Human Resources of its desire to discuss the grievance at the Third Step.

   a. The Director of Human Resources shall arrange for further discussion of the grievance with representatives of the Local Union.

   b. The Third Step meeting shall be held as promptly as possible, generally within three (3) weeks, unless a mutually agreeable time for the meeting cannot be found. In that event, the meeting for the Third Step grievance hearing will be scheduled for a date and time as soon as is practicable.

   c. The Director of Human Resources shall communicate in writing the University’s decision. The written decision shall be mailed via Certified Mail to the Union with a copy being delivered to the Steward.

4. In the event the grievance is not settled at the Third Step and the Union wishes to pursue the matter further, it shall be referred to an impartial arbitrator selected by mutual agreement of Southeast Missouri State University and the Union.

   a. To take the matter to arbitration, the Union must notify the University in writing of its desire to do so. The written notification to the University must be sent via Certified Mail to the Director of Human Resources postmarked within five (5) days of the delivery of the Certified Mail response in the Third Step to the Union. Delivery shall be deemed to have occurred on the date listed on the Return Receipt of the Certified Mail from the Third Step.
b. As soon as practicable thereafter, the Union and University shall discuss the appointment of an Arbitrator mutually agreeable to both parties.

c. In the event that the Union and University are unable to agree upon an impartial arbitrator, then a joint written request will be submitted to the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names of persons to serve as such arbitrator.

d. The parties, by alternately striking names, shall select the impartial arbitrator to hear the grievance. The first strike shall be made by the Union.

e. The decision of the arbitrator will be final and binding on both parties.

f. All expenses of the hearing (including compensation of the arbitrator) will be borne equally by the parties. However, each party will be responsible for its own travel, lodging, meals, attorney’s fees, personnel costs, and other expenses it incurs on its own behalf.

g. If the grievance involves an alleged violation of any section or sections of this resolution, the arbitrator shall be authorized to interpret such section or sections, but he/she shall have no authority to add to, subtract from, or in any way change or modify the terms of this resolution.

5. By mutual agreement between the University and the Union, the time limits provided in Steps 1, 2, 3, and 4 may be extended.

6. Grievances not presented to the next succeeding step as provided herein shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal unless an extension of time has been mutually agreed upon.

7. “Days” as referred to through the grievance procedure shall be calendar days, but shall not include Saturdays, Sundays or the holidays recognized by this Resolution.

14. INSURANCE

A. The University has a group insurance program in which the employee may participate at his/her cost. Workmen's Compensation coverage shall also be provided at the cost of the University.

B. The University shall provide an insurance program which shall at the minimum contain health coverage, life insurance, and disability coverage.
15. BULLETIN BOARDS

The Union and the University may have notices and bulletins posted on University bulletin boards in the following locations:

1. Facilities Management Service Center across from the vending areas;
2. Boiler Plant near the northwest entrance;
3. General Services 1 in the Telecommunications break room;
4. Show Me Center across from the loading dock; and
5. University Center in the fourth floor custodial closet.
6. Central Receiving
7. River Campus

The Union will furnish the University with the number of copies it wishes to have posted, plus an additional copy for the files of the University Human Resources Office. These postings are for Union or University business. It is understood that the bulletin boards are not for personal use; and that vulgar, discriminatory, and or offensive postings are strictly prohibited.

16. SCHOOLING

Bargaining Unit employees shall be granted a reduction in incidental fees in accordance with the general University Policy in effect for the semester in which the class or classes will be taken.

17. GARNISHMENTS

Employees whose wages become subject to repeated attachment through garnishment or sequestration procedures shall thereupon become subject to disciplinary action.

18. SUBCONTRACTING OF WORK

A. The University reserves the right to contract or subcontract work to any person, firm or corporation to meet its needs provided that such contracting or subcontracting will not result in the layoff of any regular employee covered by this Resolution.

B. None of the employees of the University within this bargaining unit will be supervised by the subcontractor. The University will make every effort to see that employees of the subcontractor and employees of like trades of the University will not work side by side; however, it is recognized that from time to time it is necessary for employees of like trades to work side by side. In those cases the union steward shall be advised to assure an understanding between the University and bargaining unit employees before any work is performed.

19. NOTICES

All notices to be made pursuant to this resolution and pursuant to any desire to reopen discussions relative to any condition of employment within the time specified wherein this resolution is in effect,
shall be made by registered or certified mail to the Director of Human Resources, Southeast Missouri State University, One University Plaza, Cape Girardeau, Missouri, 63701, for and on behalf of the University, and the Union by addressing International Union of Operating Engineers, Local 148, 2929 So. Jefferson, St. Louis, Missouri, 63118.

20. MISCELLANEOUS

A. Employees covered by this resolution receiving fringe benefits not enumerated herein but under other written policies shall not suffer the loss of the same benefits because of this Resolution.

B. Should any state body having control over funds appropriated for the payment of employees' wages at any time during the term of this resolution, reduce the appropriation, the employees' wages shall be reduced accordingly.

C. No employee covered by this resolution will be required to perform any work that will jeopardize the life of the individual. On work required on facilities such as smoke stacks, special effort will be made to provide scaffolding and to use other methods to lower risks to the employees.

D. University supervisors will not perform work normally assigned to a member of the employee bargaining unit except for instructional purposes or in cases of emergency.

E. Whenever any of the University employees in any of the categories scheduled on Appendix "A" attached hereto are required to be bonded or are required by any municipality or other licensing agency to pay licensing fees or costs, such bonding and licensing fees or costs shall be paid for by the University up to $80.00 per year. The University shall be required to pay only those bonding or licensing fees required of its employees when such employees are carrying out job assignments given to them by the University or its designated agents. Nothing in this paragraph shall be construed to cause the University to pay for Class E or Class F driver's licenses.

F. It is recognized that the nature of the work the unit performs is such that, during emergency situations, it is likely that the services of the unit are most needed. Accordingly, University emergency closures will apply to members of the unit only as determined by the Director of the department for which they work (or his/her designee). Any members who work during an emergency closure period regularly scheduled workday will be paid at one and one-half times their normal rate for all hours worked in addition to eight hours of straight-time pay for the day.

G. The committee for the purpose of negotiations shall be the five (5) union stewards recognized by the Union and the University. The committee for the purpose of resolving grievances shall be a department steward, grievant or grievants. There shall be no loss of wages or benefits to the above employee when meeting with the University if the meeting occurs during the employee's regular shift. No payment will be made for time spent outside the employee's regular shift.
H. Effective January 1, 2016, employees are required to wear visibly identifiable uniform shirts provided by the University. Employees will have a variety of choices on style, color and material of uniform shirts based on the vendor contract. The number of shirts available is also dependent upon the vendor contract. Employees will be responsible for laundering of shirts. Employees will be subject to progressive discipline for failure to wear issued uniform shirts. Shorts are not normally appropriate clothing, but may be worn if specifically approved by the Director for jobs where such clothing is not hazardous. Wearing of tank tops and sleeveless shirts on the job is prohibited.

I. Appendices supersede foregoing body of the agreement.

21. DURATION

A. This resolution shall become effective as of the first day of July 2015, and shall remain in full force and effect through the thirtieth day of June 2018; except, however, that it may be reopened as to pay rates only by either party giving the other party notice sixty (60) days prior to the Resolution anniversary date of its desire to reopen on such date.

B. The resolution may be reopened by either party in the event that the University drops or modifies the energy conservation days. In this case, either party may cause the resolution to be reopened by giving the other party notice within 30 days of the change to the energy conservation days of its desire to reopen the resolution.
I, ______________________, secretary to the Board of Regents of Southeast Missouri State University, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Regents on the ____ day of ____________, ________.

________________________________
Secretary, Board of Regents

**************************

The foregoing resolution is hereby accepted.

International Union of Operating Engineers Local 148

_________________________       _______________________
Business Representative       Business Manager
To be effective July 1, 2017

APPENDIX A  
Job Classifications and Wage Rates

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Wage Rate</th>
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<tbody>
<tr>
<td>Boiler Plant</td>
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<tr>
<td>Boiler Plant Technician I</td>
<td>$21.58</td>
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<td>Boiler Plant Technician II</td>
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<td>Utilities Maintenance Person, Journeyman</td>
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<td>HVAC-R Mechanic</td>
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<td>Journeyman</td>
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<td>Apprentice</td>
<td>$20.11</td>
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<tr>
<td>Plumber</td>
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<tr>
<td><strong>Show Me Center Operations Staff</strong></td>
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<tr>
<td>Journeyman</td>
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<tr>
<td>Apprentice</td>
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<tr>
<td><strong>Support Services Staff</strong></td>
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<tr>
<td>Carpenter</td>
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<td>Journeyman</td>
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<td>Apprentice</td>
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<td>Locksmith</td>
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<td>Journeyman</td>
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<td>Apprentice</td>
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<tr>
<td>Groundskeeper</td>
<td>(General Maintenance Worker)</td>
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<tr>
<td>General Mechanic</td>
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<td>Journeyman</td>
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<td>Apprentice</td>
<td></td>
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<tr>
<td>Equipment Operator</td>
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<td>Journeyman</td>
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<td>Apprentice</td>
<td></td>
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<tr>
<td>Painter</td>
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<tr>
<td>Journeyman</td>
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<td>Apprentice</td>
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<tr>
<td>Mail Processor</td>
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<td>Apprentice</td>
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<td>Telecommunications Foreman</td>
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<tr>
<td>Telecommunications Technician</td>
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<td>Apprentice</td>
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<td>Warehouse</td>
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<td>Apprentice</td>
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<td>Warehouse Assistant</td>
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<tr>
<td>Fleet Mechanic</td>
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</tbody>
</table>
One Plumber in the bargaining unit will be paid an additional $0.10 per hour for holding a Master Plumber’s license and a Mechanical Installer license.

2. Shift differential as provided in Article V, Section H, to be $0.40 above the base rate for evening shift and $0.70 above the base rate for night shift.

3. Employees who are designated as the lead of his/her crew shall be paid $1.25 above journeyman in his/her classification.

4. Upon the completion of four (4) years of continuous service with the University within the bargaining unit, the employee shall receive a $0.22 adjustment above his/her base hourly rate. This adjustment shall be effective the first day of the pay period in which the date of the completion of four (4) years of continuous service occurs.

5. Upon the completion of ten (10) years of continuous service with the University within the bargaining unit, the employee shall receive a $0.27 adjustment above his/her base hourly rate. This adjustment shall be effective the first day of the pay period in which the date of the completion of ten (10) years of continuous service occurs.

6. Upon the completion of fifteen (15) years of continuous service with the University within the bargaining unit, the employee shall receive a $0.32 adjustment above his/her base hourly rate. This adjustment shall be effective the first day of the pay period in which the date of the completion of fifteen (15) years of continuous service occurs.

7. All employees hired after September 1, 1985, will be required to live within thirty (30) minutes travel time from the University.

8. The foreman positions are considered lead positions and will continue to receive the $1.25 per hour lead differential. These positions will be filled through the same selection process as used for other lead positions.

9. Employees may be placed into “stand-by” status from time to time. The following conditions will apply:

   a. Any employee placed into standby status will receive $0.75 per hour for the “stand-by” period in addition to any pay he or she receives for work performed during the “stand-by” period.
b. During a “stand-by” period, the employee will be required to carry a pager, cell phone, or both, as determined by management.

c. An employee who is on “stand-by” status is required to return pager calls within five (5) minutes to the number displayed on the pager if the pager is used as the means of communicating to the employee.

d. The employee will be required to be present on campus within thirty (30) minutes of the initial call or page unless the employee speaks directly with a supervisor and is given other instructions.

e. “Stand-by” status will be rotated as much as is practicable among members of the unit within those job classifications that re-determined by management to be needed for “stand-by” status.

f. Failure by an employee on “stand-by” status to properly and promptly call back will subject the employee to disciplinary action.

10. The University agrees to provide two sets of coveralls for those employees who do mechanical work on vehicles at least one-half of their time.
APPENDIX B
VACATION BUYBACK PROCEDURES

1. Employees with twenty (20) or more years of service may receive a cash settlement for vacation time earned, but not used, in excess of fifteen (15) days per year subject to the limitations set forth in paragraph #3 below, but not more than eighty (80) hours.

2. Employees with five (5) or more years of service but less than twenty (20) years of service may receive a cash settlement for any vacation time earned, but not used, but not to exceed forty (40) hours per year subject to the limitations set forth in #3 below.

3. An employee may receive a vacation cash settlement any time prior to his/her anniversary date.
   a. A maximum vacation accrual balance of 240 hours (six weeks) is allowed.
   b. The vacation must be accumulated before a cash settlement request can be processed.
   c. Employees who are eligible for vacation buyback must request the buyback in the pay period before their vacation balance reaches 240 hours or they will not accrue further vacation until their balance falls below 240 hours.
   d. The request must be made in writing, endorsed by the supervisor, and received in Human Resources prior to the start of the pay period in which the employee desires to receive payment.
APPENDIX C
WORKING GUIDELINES

**Re: Article V, Section D.** When abnormal or infrequent working schedules arise, the University will first ask for volunteers by classifications needed. If a sufficient number of volunteers is not obtained, the University shall assign work schedules on the basis of least seniority by classifications needed. The above working guidelines do not exclude the University from assigning an employee with a particular skill or expertise when needed.

This guideline will have no effect on emergency situations or situations which are unanticipated in nature and which arise with minimal forewarning.
APPENDIX D
SUPPORT SERVICES STAFF ADDENDUM

This appendix takes precedence over the language found in the general resolution with respect to work performed by Support Services.

The Union and the University recognize that a purpose of the Support Services Unit is to meet the special needs of the University activities associated with events. It is further recognized that these events occur frequently on weekends or holidays and at varying hours and require all affected staff to work cooperatively with members of the Teamsters Bargaining Unit, Show Me Center employees, and the staff of the event. While it is the intention that the provisions of the Resolution between the University and the Union generally apply to the Support Services Unit Staff, it is agreed that the following exceptions apply:

1. Hours worked on Sundays or holidays shall not be automatically considered overtime or premium hours except as noted in #2 below.

2. Overtime shall be paid for all hours worked in excess of forty (40) hours per week and for work on Christmas, New Year’s, July 4th, and Thanksgiving. However, other days recognized as holidays by the resolution, if worked and not paid at the overtime rate (time and one-half the regular rate) in addition to the holiday pay, shall be granted an equivalent day off with pay as mutually agreed by the employee and the University.
APPENDIX E
SHOW ME CENTER

This appendix takes precedence over the language found in the general resolution with respect to work performed for the Show Me Center.

A. Because of the irregular work needs of the Show Me Center, it is not feasible to assure that employees will have work weeks consisting of five (5) consecutive days and then be off for two (2) days. Employees who perform work for the Show Me Center will have schedules set in accordance with the varying work needs of the Show Me Center.

B. Because the nature of the events and work associated with those events is not always able to be fully anticipated, and because some of the events are run as a service to the community, it shall not constitute a grievance if supervisors perform work of the unit as needs dictate. Further, it is recognized that unless the work being performed is of a nature that requires it to be performed by licensed or certified employees, it shall not constitute a grievance if the work is performed by another employee of the unit who, in the judgment of the University, is qualified.

C. Work schedules may be set that exceed eight (8) hours.

D. Employees who have work schedules longer than ten (10) hours shall have two meal periods of one-half (½) hours each which shall be taken on the job. The meal periods are to be taken as operations permit. Employees on a meal period are considered available for service.

E. The Show Me Center management agree to notify a Union steward when events will occur that will utilize volunteers.

F. Effective January 1, 2016, employees are required to wear visibly identifiable uniform shirts provided by the University. Color and style will be determined by management. The number of shirts available is also dependent upon the vendor contract. Employees will be responsible for laundering of shirts. Employees will be subject to progressive discipline for failure to wear issued uniform shirts. Shorts are not normally appropriate clothing, but may be worn if specifically approved by the Director for jobs where such clothing is not hazardous. Wearing of tank tops and sleeveless shirts on the job is prohibited.
APPENDIX F
TELECOMMUNICATIONS

This appendix takes precedence over the language found in the general resolution with respect to work performed for Telecommunications.

A. The work performed by the Telecommunications Technician and Telecommunications Foreman may encompass work associated with the telephone system, including fiber optics, Cable TV, Wiring of Local Area Network jacks, closed Circuit TV, Paging, and Technology Package equipment, but will not include expansion of the bargaining unit into work currently not covered by its jurisdiction, such as, computer maintenance, computer networks, data transmission, radio operations or transmission, video and transmission, or the maintenance associated with these or other operations not specifically enumerated in the bargaining unit resolution. It is recognized that the bargaining unit jurisdiction with regard to infrastructure wiring associated with the communication media listed above does not create additional jurisdiction for the bargaining unit.

B. No shift work occurs in Telecommunications and no shift differentials apply.

C. Employees in Telecommunications will have their normal eight (8) hour day work schedule set in a continuous eight (8) hour period between the hours of 7:30 a.m. and 6:00 p.m.

D. Effective January 1, 2016, employees are required to wear visibly identifiable uniform shirts provided by the University. Color and style will be determined by management. The number of shirts available is also dependent upon the vendor contract. Employees will be responsible for laundering of shirts. Employees will be subject to progressive discipline for failure to wear issued uniform shirts. Shorts are not normally appropriate clothing, but may be worn if specifically approved by the Director for jobs where such clothing is not hazardous. Wearing of tank tops and sleeveless shirts on the job is prohibited.
APPENDIX G
CENTRAL RECEIVING AND MAIL SERVICES

This appendix takes precedence over the language found in the general resolution with respect to work performed for Central Receiving and Mail Services.

A. No shift work occurs in Central Receiving and Mail Services and no shift differentials apply.

B. Employees in Central Receiving and Mail Services will have their normal eight (8) hour day work schedule set in a contiguous eight (8) hour period between the hours of 7:30 a.m. and 6:00 p.m.

C. In addition to the principles set forth in B. above, work schedules for employees in Central Receiving and Mail Services may be set such that the employee is available 8:00 a.m. to 5:00 p.m. If an employee works his or her 8:00 a.m. to 5:00 p.m. schedule, he or she will have a one (1) hour non-paid break for lunch and a morning fifteen (15) minute and an afternoon fifteen (15) minute paid break period.

D. In addition to the principles set forth in B. and C. above, a work schedule may be set such that an employee will work up to eight (8) hours in an eight and one-half (8½) hour period. In this event, the employee will have a one (1) hour lunch period, one-half (½) hour of which will be paid and one-half (½) hour of which will be unpaid.

E. This unit is scheduled to change reporting lines from Business Operations to Facilities Management effective July 1, 2003. This appendix will be reviewed in six (6) months to determine if any changes are needed.
This appendix takes precedence over the language found in the general resolution with respect to work performed in the Boiler Plant.

A. Normally scheduled Boiler Plant shifts will be established for eight (8) hour periods.

B. Because of the nature of shift work, it is not feasible to assure that employees will have work weeks consisting of five (5) consecutive days and then be off for two (2) days. Employees who perform work in the Boiler Plant will have schedules set in accordance with the varying work needs of the Boiler Plant.

C. Shift workers who have shifts longer than ten (10) hours shall have two meal periods of one-half (½) hour each which shall be taken on the job. The meal periods are to be taken as operations permit. Employees on a meal period are considered available for service.

D. The University will specify periods for a day shift and evening shift. A shift differential will be paid for the evening shift as specified in the general resolution.

E. Because needs of the Boiler Plant are not always easily anticipated, supervisors may perform work with members of the unit as situations warrant.

F. Vacation schedules shall be set in accordance with the provisions established in the general resolution; however, it is understood that, except for extraordinary or emergency reasons, only one employee may be granted vacation leave during a twenty-four (24) hour period. A period will coincide with the times established for the day and evening shifts.

G. Except for when the University is not provided adequate notice of the need to schedule another employee to cover an absence or when there is an emergency, the change of schedule will comply with the seventy-two (72) hour’s notice requirement of the general resolution.

H. Shift workers shall have as the normal scheduled hours of work in a workday eight (8) consecutive hours including a thirty (30) minute lunch period which shall be taken on the job. The lunch period is to be taken as operations permit. Employees on lunch are considered available for service.

I. The following relate to the classifications in the Boiler Plant:

1. If at any time the University determines that an employee, because of illness or injury, is incapable of performing his/her assigned duties, it is the option of the University to reassign the employee to some other job classification which he/she is capable of performing or place the employee on leave.
2. No employee will be allowed to operate the plant unless he or she is qualified as determined by the University.

J. For rotating shift workers, time and one-half (1 ½) pay at the regular classification rate will be paid for all hours worked on Sundays.

K. Shifts – The following are defined as the regular shifts:

1. Day: 6:00 a.m. – 3:30 p.m.
2. Evening: 3:00 p.m. – 11:00 p.m.

L. In the event of emergency and if deemed necessary, a night shift may be scheduled during the hours of 11:00 p.m. and 7:00 a.m.

M. The University will endeavor to maintain a minimum of two employees per scheduled shift for the life of this agreement.

N. University-designated holiday work assignments will be granted based on seniority of employees who are scheduled to work for the respective shift.

O. In the event a Boiler Technician II performs Boiler Technician I duties for 8 consecutive hours or more, the Boiler Technician II will receive pay equivalent to the Boiler Technician I pay rate for said consecutive hours worked.
APPENDIX I
LOSS OF DRIVING PRIVILEGES PROCEDURE

The University is committed to the safe operation of University vehicles used in the course of work activities and, has established procedures to be followed when employees, whose jobs require driving a University vehicle, have lost their driving privileges.

DEFINITIONS

Driving Privileges: Having the appropriate license and driving status as required by the State of Missouri Department of Revenue, to lawfully operate University vehicles.

Interim Period: The period of time granted from the date driving privileges have been lost that an employee has to reinstate driving privileges.

PROVISIONS / REQUIREMENTS

1. All employees required to operate University vehicles must have a valid operator's license or commercial driver's license and, where required, the necessary endorsements and/or restrictions. Failure to report the loss of driving privileges and continuing to unlawfully operate University vehicles will result in disciplinary action, up to and including dismissal.

2. Employees covered under this procedure who have lost their driving privileges must inform their supervisor upon their return to work about the loss of their driving privileges and the effective date for the loss of driving privileges. At the discretion of the Divisional Vice President or Provost, employees may have up to a 90 calendar day interim period from the day they lose their driving privileges, to reinstate driving privileges. Employees should provide documentation to their supervisor of the specific efforts they have made to reinstate their driving privileges. Driving privileges will be verified through the Missouri Department of Revenue for validity and will be the basis for the official driving status.

3. Employees will not be allowed to operate University vehicles until they have obtained the necessary driving privileges. Employees whose jobs require driving a University vehicle, but, for whom other arrangements can reasonably be made to carry out these driving responsibilities, may be allowed to remain on the job if they have temporarily lost their driving privileges.

4. Failure to secure driving privileges by the end of the interim period will subject the employee to dismissal if driving a University vehicle is a primary and on-going job duty. An employee in a job that requires a CDL will not be allowed to remain on the job if the driving privilege does not include the operation of a commercial motor vehicle. A lesser disciplinary action may be appropriate for those employees where driving a University vehicle is not a primary and on-going job duty and the use of
another driver does not create a serious impact on productivity or the efficiency of the work unit's operations.

If a vacancy exists that does not require driving and the employee meets the qualifications for the vacant job, he or she may apply for and be considered for the vacancy along with other qualified applicants. The University has no obligation to create a position or give preferential treatment to accommodate employees who have lost their driving privileges.

5. Employees who repeatedly lose driving privileges are subject to discipline up to and including dismissal.

6. At the discretion of the University, an employee who has been released from the University for failure to maintain driving privileges may be eligible for re-employment once he/she has secured the driving privileges required for the position for which he/she has applied.