RESOLUTION CONCERNING THE EMPLOYEE BARGAINING UNIT  
(CUSTODIAL TECHNICIANS) 
This agreement is to be for a three-year term commencing July 1, 2015  
with wage and sick leave re-opener for subsequent years (as stated in Article 23).  

ADOPTED BY THE BOARD OF REGENTS  
FOR THE  
SOUTHEAST MISSOURI STATE UNIVERSITY  
One University Plaza  
Cape Girardeau, Missouri 63701  

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RESOLUTION CONCERNING THE EMPLOYEE BARGAINING UNIT (CUSTODIAL TECHNICIANS)

WHEREAS, certain employees of The Board of Regents for the Southeast Missouri State University, hereinafter called "University", on the 25th day of April, 1979, did select in an election by secret ballot, Teamsters Local Union No. 600 of Cape Girardeau, Missouri, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union", as their exclusive bargaining representative; and

WHEREAS, it was agreed upon that the appropriate unit would include all full-time regular custodial technicians of Southeast Missouri State University, excluding supervisors; 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 representatives 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. The new agreement is to be for a three-year term commencing July 1, 2015, with wage and sick leave re-opener for each year (as stated in Article 23);

NOW, THEREFORE, BE IT RESOLVED that the following be and the 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:

ARTICLE 1 - RECOGNITION

A. The University recognizes the Union as the sole collective bargaining agency for all of its employees employed on the campus at Cape Girardeau, Missouri as hereinafore described. This resolution excludes supervisors, as defined in the National Labor Relations Act, professional employees, office and clerical employees, security forces, temporary employees, and all other employees not herein specifically covered. Student help and/or contracted labor will not be used to do full-time custodial work and/or replace regular bargaining unit employees, except as past practice; however, unit employees can be replaced by student help, through attrition. Contract labor may be used as needed for custodial work for slots that the University is unable to fill due to F.T.E. restrictions or for other reasons. Employees in the bargaining unit will be expected to work side-by-side with temporary workers, contract workers, and student workers, all of whom may be performing the same work as members of the unit.

B. The jurisdiction of this resolution shall pertain to the custodial maintenance of the buildings housing the University and its property, at the standards prescribed by the University.
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, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran 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, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status. Any reference in this resolution to an employee in either 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.

D. Employees and supervisors will make every effort to treat each other with respect. Disciplinary action will not be administered in public, except in matters requiring immediate action.

ARTICLE 2 - RECOGNITION OF THE UNIVERSITY’S RIGHTS

A. The Union recognizes that the management of the University, the direction of the working forces, the scheduling of its work force, the determination of the number of employees it will employ or retain, and the right to hire, suspend, set performance standards for and determine performance of, 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 this resolution.

B. It is intended that any disciplinary action by the University against bargaining unit employees will be taken promptly, generally not later than ten (10) working days after the University becomes aware of the incident involved.

ARTICLE 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 for all other employees similarly situated, for such membership or continuation thereof.

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

C. The Union may refer applicants for such posted job(s) to the University and the University agrees to consider impartially any applications referred during the search process used. The University shall have the right to lay off or discharge any new employee during a one hundred eighty (180) day probationary period following employment, without such discharge constituting a grievance. The new employee shall not reach Custodial Technician I scale until one hundred eighty (180) days.
ARTICLE 4 - CONTINUITY OF WORK

A. 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 or stoppages 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.

B. Employees shall not cause or take part in any strike 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.

C. The Union shall immediately and publicly disavow any illegal strike or threat of illegal strike or work stoppage and will use all means within its power to end any such strike 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 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 all claims by the Union of resolution violation.

ARTICLE 5 - WORKING TIME

A. For the purposes of the Fair Labor Standards Act of 1938 and its amendments (FLSA), the work week shall be seven (7) consecutive work days commencing at 12:01 a.m. on Sunday and ending on Saturday at 12:00 midnight.

B. Regularly scheduled work periods or shifts shall be determined and set by the University for all employees as needed.

C. 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.

D. Forty (40) hours in a workweek will be considered full-time employment.
E. The University shall have the privilege of rescheduling employees and their work periods as work needs dictate. At least twenty-four (24) 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 twenty-four (24) hours’ notice of request for exchange of shifts shall be given to the University.

F. It is the intent of the University that all employees under normal working conditions, should work five (5) consecutive work 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.

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

1. 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 received for work performed during the “stand-by” period.

2. During a “stand-by” period, the employee will be required to carry a university-provided cell phone as determined by management.

3. An employee who is on “stand-by” status is required to return calls within five (5) minutes.

4. 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.

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

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

7. While on “stand-by” and responding to call out, if multiple calls are received while still on campus the response will be considered one call out.

**ARTICLE 6 - OVERTIME**

A. Time and one-half pay 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 university closure days (if occurs during scheduled shift), paid sick leave time and paid vacation time shall be counted as time worked.
B. Time and one-half pay at the regular classification rate shall be given for all hours worked on holidays (or days legally recognized as such), which shall be in addition to holiday pay.

C. An employee who has completed his tour of duty and has left the premises and is “called in” by the University will be guaranteed a minimum of three (3) hours’ time and one-half pay.

D. It is understood that there may be situations which necessitate having employees report early for work or to extend the employee’s normally scheduled work. In these cases, overtime will be paid as hours exceed the forty (40) hour limit.

E. If the employee works more than his normally scheduled work period and this work, if paid, would cause the employee to exceed forty hours worked prior to the completion of his normally scheduled work week, if the supervisor determines that it is prudent to do so, the employee will be given the opportunity to choose between receiving overtime pay for the overtime hours worked or to exchange the overtime hours worked on an hour for hour basis for time off in the same work week.

F. When two or more types of overtime or premium pay are applicable to hours paid during a work week, there will be no doubling, duplicating or pyramiding of pay rates. In these cases, the higher rate will be paid.

G. The University will maintain a call-out list listing all persons, ranked by seniority, who desire to volunteer for overtime assignments. The call-out list shall be updated, at least, every six months. Employees must have six months service to sign the list. All call-in overtime opportunities shall be awarded to the most senior qualified person contacted from the call-out list.

**ARTICLE 7 - CHECKOFF OF DUES AND INITIATION FEES**

A. 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.
ARTICLE 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        Day before Christmas
   Labor Day               Christmas Day
   Day before New Year’s   Floating Holiday (as designated by
   Martin Luther King Day  University President)

B. Employees who are not required to work on the aforesaid 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 day, both preceding and
      following the holiday, unless excused by the University, or is on vacation leave,
      or is on sick leave.

C. Employees who, as a result of their schedule, do not normally work on the aforesaid
   holidays shall be given an equivalent day off with pay from their normal schedule.

D. Any Christmas recess between Christmas Day and New Year’s Day made available for
   the University community will include the members of the employee bargaining unit, but
   will not be considered holidays. If called in to work, pay for hours worked will equate to
   double time or additional hours to be added to the employee’s vacation balance on an
   hour-for-hour basis, at the choice of the employee.

E. 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.

ARTICLE 9 - WAGES, JOB UNITS AND CLASSIFICATIONS

A. Effective July 1, 2015, the University shall pay the wages set out in Appendix “A”.

B. All employees will be paid at least monthly by direct deposit.

C. Job classifications shall be those set out in Appendix “A”. Each job classification shall
   have a probationary period which shall last one hundred eighty (180) days, and if the
   University desires to employ the applicant, he shall be employed in the job classification
   for which he served the probationary period.
D. A “lead” employee is generally one with leadership qualities who is highly qualified in his field. Lead positions may be filled at the option of the University.

ARTICLE 10 - VACATIONS

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

<table>
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<th>LENGTH OF SERVICE</th>
<th>ACCRUAL RATE</th>
<th>ANNUAL TOTAL</th>
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<tr>
<td>First Year</td>
<td>1.54 hours per bi-weekly pay period</td>
<td>5 Working Days</td>
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<tr>
<td>2nd through 4th year</td>
<td>3.08 hours per bi-weekly pay period</td>
<td>10 Working Days</td>
</tr>
<tr>
<td>5th through 14th year</td>
<td>4.62 hours per bi-weekly pay period</td>
<td>15 Working Days</td>
</tr>
<tr>
<td>15th year and over</td>
<td>6.16 hours per bi-weekly pay period</td>
<td>20 Working Days</td>
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B. The employee’s wishes shall be given consideration, but the University reserves the right to assign vacations. Should a priority sequence occur, requests for vacation shall be granted on the basis of seniority and each employee shall indicate the time he would like to take his vacation. Vacation may be assigned or approved for any time during the year. Vacation shall not be granted until it is earned and credited. Vacation earned in one pay period becomes available for use at the start of the immediately subsequent pay period. It is expressly understood that all requests for vacation must be made directly by the employee to the supervisor and approved by the supervisor prior to the vacation use. Contacting the supervisor through another person or leaving word for the supervisor is not sufficient to meet the employee’s obligation.

C. Employees shall accrue vacation leave based upon their individual anniversary dates. The maximum balance of vacation leave that an employee may carry at any time is 240 hours (6 weeks). Employees whose balances have reached 240 hours will not accrue vacation until such time as their balances, through use or through vacation buyback as identified in Section F of this Article, is lowered below 240 hours.

D. Vacation accruals shall not be affected because of emergency closures (such as due to snow, adverse weather conditions, or other conditions). When the University is not closed and an employee cannot make it to work for his scheduled time due to poor weather conditions, the employee may elect to be paid by using his accrued vacation, or the employee may elect to take leave without pay for the time missed. In all such cases, the employee must contact his supervisor within a reasonable time of his scheduled starting time. Failure to do so may subject the employee to discipline.

E. Vacation must be used in minimum blocks of one-half (1/2) hours.

F. Employees receiving in excess of three (3) weeks of vacation per year may receive a cash payment for the vacation time earned but not used in excess of three (3) weeks per year. An employee can receive this vacation payment in accordance with the Vacation Buyback procedures of the University attached as Appendix “B” hereto.
G. Vacation time may be taken as it is accumulated after satisfactory completion of the period of probation. Any employee terminating before the end of the 180 day probationary period will not receive vacation pay.

ARTICLE 11 – SICK LEAVE / FUNERAL LEAVE

The policy and procedures of the University with respect to sick leave for University employees generally shall apply to the members of the unit, which policy and procedures currently are as follows:

A. Employees may elect to transition to the new leave program (see attached language change) on July 1, 2012 or January 1, 2013, notifying HR by June 20, 2012 on a form that will be provided. Employees transitioning to the new leave program on July 1, 2012 will receive a minimum of 192 hours of verified sick leave or receive a bank of verified sick leave hours that are calculated as follows:

- 120 hours for every full year of University service during the immediate preceding ten (10) years prior to December 31, 2011, less the annual verified sick leave usage for each year (up to a maximum of 120 hours for each year). Partial years will be prorated.

Employees transitioning to the new leave program on January 1, 2013 will receive a verified sick leave bank that is calculated as follows:

- 120 hours for every full year of University service during the immediate preceding ten (10) years prior to December 31, 2012, less the annual verified sick leave usage for each year (up to a maximum of 120 hours for each year). Partial years will be prorated.

B. 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.

C. Employees hired prior to July 1, 2012 shall 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.
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. Employees hired after July 1, 2012 shall accrue 1.23 hours of unverified sick leave per paid period (4 days annually) for the first three (3) years of employment and also be provided 12 days (96 hours) of verified sick leave. After three years of continuous service, employees hired after July 1, 2012 shall accrue unverified sick leave in accordance with Section B above.

I. Funeral Leave. Absence will be granted with pay, not to exceed three (3) working days in conjunction with attending the funeral services of a spouse, father, mother, mother-in-law, father-in-law, brother, sister, child, grandparent, or grandchild of staff member or spouse, or members of the family who reside within the staff member’s household. Additional working days, not to exceed two (2) may be granted where circumstances require travel out of the surrounding area or it is demonstrated that an earlier return would cause a hardship for the employee.

**ARTICLE 12 - SENIORITY**

A. All employees having completed one hundred eighty (180) consecutive calendar days or more of full-time employment by the University shall have seniority rating from the date of original employment in the Teamsters bargaining unit. Seniority only accures from date of regular hire. No time served in a temporary position shall count toward seniority in the unit.

B. Temporary, contract and student employees shall not accrue seniority in the bargaining unit nor shall they accrue rights to continued employment. Temporary, contract and student employees shall be those so designated by the University at time of their hire.
C. The capability of employees being equal, the principle of seniority shall apply to all employees in the classifications where employed. In filling vacancies or making promotions, the employees in each classification with the most seniority, who are qualified, will be considered. Within the ninety (90) day period after an employee is promoted to a higher-paid classification in the bargaining unit, if in the opinion of the University he subsequently fails to meet the new job responsibilities satisfactorily, the employee will be restored to the former job with no loss of seniority involved. Promotional positions will be posted for bid and awarded as determined by the University based upon the selection criteria with seniority being given preference, all other things being equal. This determination is not subject to the Grievance Procedure.

Vacancies shall be posted on the custodians' bulletin boards (with bid posting stating the job title and the rate of pay), for a period of five (5) full consecutive working days, to allow employees in the unit an opportunity to bid for the opening. Members of the Teamsters bargaining unit who may desire to bid for a vacant position may only bid to a higher position. Should a vacancy be filled with an existing bargaining unit employee, the Union shall be notified of the name of the employee chosen to fill the vacancy.

D. When a layoff is necessary, the last employees hired shall be the first employees to be laid off. This Article shall not apply to student employees and contract employees. Temporary employees and contract employees (subject to the termination clause of the applicable contract), however, shall be laid off before those holding seniority.

E. Continuity of service is broken if the employee leaves the employment of the University of his own volition or is discharged for cause. Continuity of service of employees who are laid off is broken if they are not recalled to work within 180 days following the layoff. No new temporary employees may be employed in any classification represented by the Union while any employee in the bargaining unit is laid off, without the work being first offered to such laid-off employees on a seniority basis, providing they are capable of performing the needed work. Continuity of service and employment of any employee is broken if an employee is absent from his duties on account of continued illness for a period exceeding the leave available to the employee.

F. Continuity of service for temporary employees is broken if such an employee does not work for the University for a period of fourteen (14) consecutive calendar days.

G. Any employee who is recalled into or who volunteers for service in the Federal Government, its Army, Navy or other military forces, or its Merchant Marine, 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 re-employed provided he has not been dishonorably discharged and is physically able to do available work, in line with his seniority, at the then-current rate for such work, and provided that he reports for work within the time fixed by law after the date of such discharge. Whatever laws are enacted relating to re-employment of employees drafted for other service shall become part of this resolution.
H. Positions and vacancies are not permanently assigned to buildings or areas. Employees may be assigned work in buildings or areas as deemed necessary by management. An employee with seniority who desires lateral re-assignment shall place a written request for re-assignment on file with the Director of Facilities Management (giving the reasons for the request) and the University shall maintain a list of such requests for reference when a vacancy occurs in the job to which lateral re-assignment was requested. (Such requests shall expire after six [6] months and must be renewed by the employee if still desiring lateral re-assignment.) If multiple requests are made by an employee, they must be ranked by the employee in order of his/her preference. Up to three (3) requests may be on file for an employee at any given time. Each request must be specific and may not include statements such as "any other buildings which become open", etc.

While the University retains the right, as stated in Article 2, to transfer employees from one building to another, it is recognized by the parties that some particular jobs, paying the same hourly scale, are more desirable to the employees than others because of the nature and location of the work.

I. Nothing contained herein shall obligate the University to fill a vacancy or promote an employee because of seniority if the employee in the opinion of the University is not the person best suited to fill the vacancy or to do the job required by the promotion.

J. Employees who are promoted or transferred to non-bargaining unit supervisory positions shall continue to retain and accrue seniority for a maximum of ninety (90) days, as long as they remain at the University. If the employee is retained on the supervisory job beyond ninety (90) days, his/her name shall be removed from the seniority list and he/she shall lose his/her bargaining unit seniority. An employee returning to the bargaining unit from a non-union supervisory position within ninety (90) days, as provided herein, shall return to the position which he held prior to promotion to the supervisory position.

ARTICLE 13 - GRIEVANCE PROCEDURE

A. Should any grievance arise during the term of this resolution involving hours of work or other conditions of employment or the meaning or application of the provisions of this resolution, every effort will be made to settle such grievance in accordance with the following procedure. The grievance shall specify the article(s), paragraph(s), and subparagraph(s) upon which the grievance is being based:

1. **First Step**. An employee or his steward may submit a grievance to his supervisor within five (5) working days after the occurrence upon which the grievance is based, and shall receive an answer as soon as possible and generally within twenty-four (24) hours. Failure to so submit the grievance within the stated time limit shall constitute a bar to further action on such grievance, unless there is justifiable cause for later submission. If settlement is not reached, the grievance shall be submitted in writing to the Director of Facilities Management of the University (or his designee) within five (5) days from receipt of the supervisor’s
response to the initial submission. Failure to submit the grievance to said Director within the stated time limit shall constitute a bar to further action on such grievance. The Director shall respond to the grievance, in writing, to the grievant (with copy to the Union and the steward) within five (5) days of his receipt of same, and shall have the option of discussing the grievance with the grievant and steward at the time the written response is delivered to the grievant. His failure to so respond within the stated time limit shall be considered an affirmative response.

2. **Second Step.** In the event that a settlement is not reached under the First Step, the Union may, within five (5) working days following receipt of the Director’s written response as above, notify the Director of Facilities Management of its desire to discuss the grievance at the Second Step. The Director, within five (5) working days thereafter, shall arrange for further discussion of such grievance between the Director of Human Resources of the University or his representatives and representatives of the Union, unless such time is extended by mutual agreement.

3. **Third Step.** In the event the grievance is not settled at the second step, the problem shall be referred to an impartial arbitrator selected by mutual agreement of Southeast Missouri State University and the Union. In the event that the parties are unable to agree upon an impartial arbitrator within five (5) days of their effort to do so, 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. The parties, by alternately striking names, shall select the impartial arbitrator to hear the grievance. The decision of the arbitrator will be final and binding on both parties. All expenses of the hearing (including compensation of the arbitrator) will be borne equally by the University and the Union. 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 shall have no authority to add to, subtract from or in any way change or modify the terms of this resolution.

B. By mutual agreement between the University and the Union, the time limits provided in Steps 1, 2 and 3 may be extended. 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. The Director of Human Resources or the University Attorney is empowered to act for the Director of Facilities Management.

C. “Days” as referred to throughout this grievance shall be calendar days, but shall not include Saturdays, Sundays or holidays recognized by this resolution.

**ARTICLE 14 - REPRESENTATION**
A. The University recognizes the right of the Union to designate two shop stewards and two alternates who shall be employees of the University to give area representation for the unit. The names of the stewards (and the alternates) shall be certified in writing by the Union to the University. The two job stewards and the alternates selected by the unit shall represent the unit in negotiations.

B. The authority of the job stewards and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining resolution.

2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have (a) been reduced to writing or, (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the University's business.

C. The University recognizes these limitations upon the authority of shop stewards and the alternates, and shall not hold the Union liable for any unauthorized acts. The University, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this resolution.

D. Any shop steward shall be permitted to leave his or her work to investigate and adjust grievances of any employee within his or her jurisdiction. No time or pay will be lost during regular working hours by any shop steward or alternate while performing his or her duties or investigating grievances.

E. Employees shall have the right to have their steward present on all reprimands.

**ARTICLE 15 - INSURANCE**

A. The University shall provide individual health care coverage in conjunction with the University's group medical plan.
ARTICLE 16 - JURY DUTY

A. Any employee called for petit or grand jury duty shall be paid by the University for a full day's work for each scheduled working day lost because of such call and shall be allowed to retain any “jury pay” received from the court.

ARTICLE 17 - BULLETIN BOARDS

A. The Union and the University may have notices and bulletins posted on University bulletin boards. 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.

B. Two (2) specific bulletin boards shall be designated for the use of custodians, for the posting of job bids, etc.

ARTICLE 18 - SCHOOLING

A. Any regular employee shall be granted a reduction in incidental fees for University course work as permitted by University policies and procedures in effect for the semester in which the courses will be taken. It is understood that University courses will normally be taken during non-work time, and, if the employee needs to attend classes during work time, the Director of Facilities Management may, at his or her discretion, approve this request. If the employee is granted class time during work time, the employee agrees to take leave without pay or work additional hours as the Director of Facilities Management determines.

ARTICLE 19 - SEQUESTRATIONS

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

ARTICLE 20 - 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. All current employees will be retained by the contractor, at least at their present salary rate and fringe benefits, unless otherwise terminated in accordance with University personnel policies.

ARTICLE 21 - NOTICES

A. 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, MO 63701, for and on behalf of the University, and to the Union by addressing Teamsters Local Union No. 600, 161 Weldon Parkway, Maryland Heights, Missouri 63043.

**ARTICLE 22 - MISCELLANEOUS**

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

B. Should any government 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 in the same proportion as all other University employees' wages are reduced.

C. No employee covered by this resolution will be required to perform any work that will jeopardize the life of the individual. In instances where the temperature inside the building is in excess of 100 degrees Fahrenheit, the employee involved may choose not to perform the work. In such instances, if the employee chooses not to perform the work, the University may send the employee home and the work may then be rescheduled at the regular rate up to forty (40) hours in the week.

D. All meetings between supervisors and/or management representatives with bargaining unit employees shall be on University time. However, this section shall not be construed to include grievance meetings nor negotiations which occur outside of the stewards' or bargaining committee's normally-scheduled work time.

E. The University shall furnish fans in areas of summer cleaning when air conditioning is not operating and when hot weather requires fans. Due consideration will be given to work crews asking to start and end work at other than their normal hours in extremely hot weather.

F. The University will maintain safe working conditions and employees shall observe proper safety precautions and rules in the discharge of their duties. The University agrees that no employee will be required to perform work with equipment that is defective or could endanger safety and health of the employee. Employees are required to report defective equipment promptly.

G. Time clocks shall be kept accurately set and will not be reset during the work day.

H. If an employee is driving a car bearing the required sticker, he/she may park in any area for employees.

I. Employee evaluation shall be conducted in the presence of the employee. Bargaining unit employees will receive annual performance appraisals as part of the University system. The annual performance appraisal process allows for employees to be provided a written
copy of their annual evaluation and contains an appeals process to the Reviewer. Bargaining unit members who wish to appeal their annual performance appraisal may do so only through the appeals process for performance appraisals. Performance appraisals are not grievable through the grievance process.

J. Should an employee be injured or become seriously ill on the job, the University shall render immediate help to the employee.

K. All employees hired after September, 1985, shall live within 25 miles or within a thirty (30) minute driving distance from the University.

L. 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, emergency University closures will apply to members of the unit only as determined by the Director of Facilities Management (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 for the day.

M. Effective August 1, 2012, all employees will be required to wear a university-provided Facilities Management shirt on the job at all times. Wearing of tank tops and sleeveless shirts is prohibited. Shorts may be worn subject to the approval of the Director of Facilities Management.

ARTICLE 23 - DURATION

A. This resolution shall become effective as of the 1st day of July 2015, and shall remain in full force and effect through the 30th day of June 2018; except, however, that it may be reopened as to wages and sick leave only by either party giving the other party notice sixty (60) days prior to a resolution anniversary date of its desire to reopen on such date.

ARTICLE 24 - ADDITIONAL AGREEMENTS

A. Any additional agreements or understandings which are found desirable and are made between the parties to this resolution during its term (which such additional agreements may not conflict with the terms hereof or be inconsistent with its purposes and intent) shall be put in writing, signed by the parties, and made a part of this resolution with copies to be posted on the custodians’ bulletin boards and furnished to the stewards.

B. THIS RESOLUTION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**************
I, **Brady L. Baxter**, secretary to the Board of Regents of Southeast Missouri State University, do hereby certify that the foregoing is a true and correct copy of Resolution adopted by the Board of Regents on the **19th** day of **June**, **2015**.

**Secretary, Board of Regents**

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

The foregoing resolution is hereby accepted.

TEAMSTERS LOCAL UNION NO. 600,
Affiliated with the International Brotherhood of Teamsters

By: **Ray D. Smith**
President
### APPENDIX “A”
### JOB CLASSIFICATIONS AND PAY RATES

<p>| | | |</p>
<table>
<thead>
<tr>
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<tr>
<td></td>
<td>BASE RATE</td>
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<td>Custodial Technician</td>
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<td>Custodial Technician I</td>
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</tr>
<tr>
<td>Project and Relief Specialist</td>
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**Employees Hired Prior to July 1, 2006**

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<th>Custodial Technician</th>
<th>Custodial Technician</th>
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<td></td>
<td>Level II Certification</td>
<td>Level III Certification</td>
</tr>
<tr>
<td></td>
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<td>$0.20</td>
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**Employees Hired After to July 1, 2006**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<td>Custodial Technician</td>
</tr>
<tr>
<td></td>
<td>Level II Certification</td>
<td>Level III Certification</td>
</tr>
<tr>
<td></td>
<td>$0.30</td>
<td>$0.20</td>
</tr>
</tbody>
</table>

**A.** Twenty (20) cents shift differential will be paid for all work performed on the evening shift. Thirty (30) cents shift differential will be paid for all work performed on the night shift. The evening shift will include any work occurring not earlier than 4:00 p.m. and not later than 9:59 p.m.; the night shift will include any work occurring not earlier than 10:00 p.m. and not later than 5:59 a.m. (The “regular day shift” shall include any work occurring not earlier than 6:00 a.m. and not later than 3:59 p.m.). This provision shall not apply in those cases when all the hours worked are due to a change requested by the employee or for hours made up due to an absence or tardy.

**B.** “Lead” employees shall be paid $1.00 per hour in addition to the Project and Relief Specialist base rate.

**C.** Because of the need for the University to have full flexibility to meet its work demands, the Union agrees that Support Services Staff of the University may perform set-up and special clean-ups necessary for scheduling activities and events throughout the University without giving rise to a grievance.

**D.** It is understood that any bargaining unit member may be assigned to any work of the bargaining unit as needed by the University.

**E.** Eighty (80) cents per hour premium will be paid for all hours worked when employees are required to perform snow removal.

**F.** “Project and Relief Specialist” are required to pass the Level III certification and shall be paid $0.35 per hour in addition to the Custodial Technician Level III pay rate.
G. New employees will have up to twelve months to pass the Level I Certification exam. New employees who start after July 1, 2004, and do not pass the Level I Certification exam within twelve months will be released.

H. All employees hired prior to July 1, 2004, will be given the option to remain as a Custodian Journeyman at the Custodial Technician I base rate without certification.

**Longevity beginning July 1, 2015 and continuing through June 30, 2016:**

1. At the completion of two (2) years of service, $0.10 per hour will be added to the Custodial Technician base wage rate.

2. At the completion of five (5) years of service, $0.35 per hour will be added to the Custodial Technician base wage rate.

3. At the completion of ten (10) years of service, $0.55 per hour will be added to the Custodial Technician base wage rate.

4. At the completion of fifteen (15) years of service, $0.75 per hour will be added to the Custodial Technician base wage rate.

5. At the completion of twenty (20) years of service, $0.95 per hour will be added to the Custodial Technician base wage rate.

6. Beginning July 1, 2004, at the completion of twenty-five (25) years of service, $1.20 per hour will be added to the Custodial Technician base wage rate.

The above increases are not cumulative.

For purposes of computing longevity; Example:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Base Rate + Longevity</th>
<th>Total Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1 Year</td>
<td>$10.60 + $0.00</td>
<td>$10.60</td>
</tr>
<tr>
<td>1 - 2 Years</td>
<td>$11.39 + $0.00</td>
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</tr>
<tr>
<td>2 - 5 Years</td>
<td>$11.39 + $0.10</td>
<td>$11.49</td>
</tr>
<tr>
<td>5 - 10 Years</td>
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<td>$11.74</td>
</tr>
<tr>
<td>10 - 15 Years</td>
<td>$11.39 + $0.55</td>
<td>$11.94</td>
</tr>
<tr>
<td>15 - 20 Years</td>
<td>$11.39 + $0.75</td>
<td>$12.14</td>
</tr>
<tr>
<td>20 - 25 Years</td>
<td>$11.39 + $0.95</td>
<td>$12.34</td>
</tr>
<tr>
<td>*25 Years &amp; Over</td>
<td>$11.39 + $1.20</td>
<td>$12.59</td>
</tr>
</tbody>
</table>
APPENDIX “B”
VACATION BUYBACK PROCEDURE

1. Employees with five (5) or more 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.

2. An employee can receive this vacation cash settlement any time prior to his/her anniversary date.
   a. The vacation must be accumulated prior to payment.
   b. 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
APPRENTICE PROJECT AND RELIEF POSITION

Pursuit to Article 24 of the agreement between Southeast Missouri State University and Teamsters Local Union 600, we agree to implement an “Apprentice Project and Relief Position” as outlined below.

In the event that no Level III custodial Technicians make application for a vacant Project & Relief Specialist position, the University may choose to utilize an “Apprentice Project and Relief” Position as defined below.

Apprentice Project and Relief Position

- Probationary period and Level I training must be completed.

- The employee will work under the Project and Relief Specialist job description with the understanding they are expected to learn all facets of the job and satisfactory complete all training.

- The University will waive the "Minimum Service" requirement and the apprentice must satisfactory complete the technician level II and III training with the next scheduled class. Employees failing to meet this requirement will be placed back into their previous position.

- The Apprentice position would receive the $0.35 per hour in addition to their base pay upon appointment to the position.

- The Apprentice will receive the current level II increase as defined in Appendix “A” upon completion of the Level II training and at the start of the next pay period.

- The Apprentice will receive the current level III increase as defined in Appendix “A: upon completion of the Level III training and at the start of the next pay period.

- At the completion of all training and with satisfactory performance the University would upgrade the employee from "Apprentice Project and Relief" to Project & Relief Specialist.
APPENDIX D
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 ongoing 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 ongoing 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.