

TRUMAN STATE UNIVERSITY
Kirksville 63501

OFFICIAL MINUTES
OF THE
BOARD OF GOVERNORS

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OPEN SESSION
OF MEETING ON
JUNE 11, 2016

The Board of Governors for Truman State University met on Saturday, June 11, 2016, on the University campus in Kirksville, Missouri. A retreat was held in conjunction with the Board of Governors meeting and both were held in the Conference Room of the Student Union Building.

Participating in the retreat and meeting were all seven voting members: Sarah Burkemper, Cheryl J. Cozette, Laura A. Crandall, Jennifer Kopp Dameron, Mike LaBeth, Jim O'Donnell and Susan Plassmeyer.

Also participating in the retreat and meeting were two of the three non-voting members: David Lee Bonner, one of two out-of-state members, and Carter Brooks Templeton, student representative.

Michael A. Zito, the other out-of-state member, participated by conference call in the meeting.

On March 14, 2016, Governor Jeramiah W. (Jay) Nixon appointed Carter Brooks Templeton to replace Kelly L. Kochanski as the Student Representative to the Truman State University Board of Governors for a term ending January 1, 2018. The appointment of Mr. Templeton was confirmed by the Missouri Senate on April 14, 2016.

Call to Order

Sarah Burkemper, Chair of the Board of Governors, called the retreat to order shortly after 8:00 a.m. and welcomed all in attendance.

Presidential Search

Dr. Eric Richtmyer, a consultant with Academic Search, Inc. (the firm selected by the Board to provide consultation services for the University's presidential search process), was present to lead a discussion related to the upcoming presidential search process. Following discussion, Jennifer Kopp Dameron moved that the presidential search process move forward using a hybrid approach. The approach, which provides ample time for the campus community to give input to the Board and the Presidential Search Committee before recruitment begins, would include interviews of the finalists by a group of key stakeholders drawn from the faculty, staff, students and other constituents who would provide perspective to the Board. The motion was seconded by Susan Plassmeyer and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

The retreat ended at approximately 12:00 noon.

Call to Order and Chair Report

Governor Burkemper called the meeting to order shortly after 1:00 p.m. and welcomed all in attendance. Governor Burkemper asked Dr. Troy D. Paino, University President, to comment on Governor Jay Nixon's visit to campus on June 7, 2016, at which time he announced funding to convert the former Greenwood Elementary School into the region's first autism clinic. Governor Nixon noted within his remarks that \$5.5 million had been budgeted to renovate the historic building.

Minutes for Open Session of Meeting on April 9, 2016

Jennifer Kopp Dameron moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on April 9, 2016, be approved.

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The motion was seconded by Mike LaBeth and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Welcome New Board Member – Carter Brooks Templeton

Governor Burkemper welcomed Carter Brooks Templeton as the newly appointed Student Representative to the Board of Governors.

Resolution of Appreciation – Kelly Kochanski

Mike LaBeth moved the adoption of the following resolution:

WHEREAS, the Honorable Kelly Kochanski served as Student Representative to the Board of Governors from March 2014 to April 2016, communicating students' concerns effectively and providing thoughtful advice to the members of the Board of Governors; and

WHEREAS, through her role on the Board, Governor Kochanski served admirably on the Academic and Student Affairs Committee and the Honorary Degrees Committee; and

WHEREAS, Governor Kochanski served as an exemplary role model of a successful student and citizen by displaying intellectual integrity and an appreciation for difference and diversity; and

WHEREAS, Governor Kochanski earned the respect and admiration of the Board, administration, faculty, staff, and student body for her leadership, dedication, concern for her fellow students, and friendly personality; and

WHEREAS, the members of the Board of Governors have enjoyed working with such a talented, dedicated, and courteous young woman;

NOW, THEREFORE, BE IT RESOLVED that the members of the Board of Governors of Truman State University hereby express their sincere gratitude to the Honorable Kelly Kochanski for her distinguished service as Student Representative to the Board of Governors and offer their best wishes in all her future endeavors; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Governor Kochanski as a tangible expression of their deep appreciation and felicitation.

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Board Proclamation – President Troy Paino

Susan Plassmeyer moved the adoption of the following resolution:

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WHEREAS, the Truman State University Board of Governors appointed Dr. Troy D. Paino as the 16th President of Truman State University effective May 10, 2010, after observing his exemplary leadership skills and ability to effectively serve as Truman's Vice President for Academic Affairs and Provost from 2008 to 2010; and

WHEREAS, President Paino was tireless in his passion for promoting the benefits of a liberal arts education, spreading his vision and passion on campus and throughout the nation, through his actions and associations with higher education organizations, thus earning the respect and admiration of the higher education community; and

WHEREAS, members of the legislature and government entities, both at the state and local levels, greatly respected President Paino for his integrity, knowledge and vision, thus seeking out his input on key issues; and

WHEREAS, President Paino, through his ability to gain the respect and admiration of the various constituent bodies of the University, successfully fostered a restored community and sense of cohesion that allowed the campus to be respectful and supportive of one another in moving forward, thus bridging the past to the future; and

WHEREAS, while President Paino knew that Truman would need to adapt to a rapidly changing world, a world that changed tremendously even in his six years as president, he also embraced all that was good and true about the history and past successes of the University while maintaining high academic standards; and

WHEREAS, President Paino promoted the concept of community and inclusiveness, beginning as early as his presidential installation and continuing with his actions following events across the nation related to student unrest and his work to create a strategic plan for inclusive excellence; and

WHEREAS, a brief summary of the key accomplishments during President Paino's tenure include the conclusion of a \$30 million advancement campaign; his leadership in securing major gifts in the University's current \$40 million advancement campaign; efforts in regard to enhanced sustainability; major facility improvements including overseeing the completion of the Health Sciences Building, renovations of the campus mall, Centennial Hall, Mainstreet Market, and the historic Kirk Memorial; and, through his tireless leadership and vision, securing funding for the renovation of Baldwin Hall and the region's first autism clinic; and

WHEREAS, many of President Paino's fondest memories from his time at Truman will be his involvement with the students, meeting with them individually, participating in as many student activities as his schedule would allow, learning of their hopes and dreams, and most of all having a genuine desire

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for them to have meaningful, high-impact experiences so that they become engaged and educated citizens of our democracy; and

WHEREAS, President Paino announced in February 2016 that he was leaving Truman, effective July 1, 2016, to become the 10th President of the University of Mary Washington in Fredericksburg, Virginia, a sister public liberal arts university, allowing him the opportunity to continue his commitment to the ideal of a liberal arts education and giving his wife, Kelly, and his two daughters the opportunity to move closer to family; and

WHEREAS, President Paino will always be remembered for his integrity, humor and humility, enthusiasm and high level of energy, kind and caring heart, nickname of “T-Pain,” entertaining videos, and his genuine respect for all, regardless of their attitude or agenda, thus making it extremely hard for this Board, the University and the local community to say goodbye at the end of his time at Truman; and

WHEREAS, the members of the Board of Governors have greatly enjoyed and appreciated their association with President Paino, including his effective leadership, wise counsel, and genuine friendship; his depth of knowledge about all aspects of the University from curriculum to government to finances to building renovations to real estate; and his ability to look at the University in the light of the unknown future and predict the direction the University should go to be ahead of the curve;

NOW, THEREFORE, BE IT RESOLVED that the members of the Board of Governors of Truman State University hereby extend their sincere appreciation and gratitude to Dr. Troy D. Paino for his exemplary service as the 16th President of Truman State University, offer to Dr. Paino and his family their heartfelt best wishes for continued success in all their future endeavors, and issue an open invitation for him and his family to return to campus often as they will always and forever be a part of the Truman State University community; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to President Paino as a tangible expression of the Board’s heartfelt gratitude and continued friendship.

The motion was seconded by Cheryl J. Cozette and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Board Proclamation – First Lady Kelly Paino

Mike LaBeth moved the adoption of the following resolution:

WHEREAS, Kelly Paino became the First Lady of Truman State University when her husband, Dr. Troy D. Paino, began his duties as the 16th President of the University on May 10, 2010; and

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WHEREAS, Kelly served as a true ambassador of the University, endearing herself to students, faculty, staff, alumni and volunteers through her loving, charismatic and energetic nature at University events, functions and celebrations, never knowing a stranger or a person she did not want to meet; and

WHEREAS, Kelly graciously opened her heart, her soul, and her home to everyone she came in contact with, greeting them by name with a genuine smile and warm embrace, making them feel proud of their accomplishments and eager to continue their good work; and

WHEREAS, Kelly's commitment to the community continued far beyond the walls of campus through such endeavors as her work as a reading specialist with the Kirksville R-III School District and through her selfless service on the Northeast Regional Medical Center Board of Trustees and the Food Bank for Central and Northeast Missouri Advisory Council (Adair County); and

WHEREAS, the members of the Board of Governors, as well as the community as a whole, will sincerely miss Kelly, along with her two daughters, Sophia and Chloe; and

WHEREAS, the University of Mary Washington is indeed fortunate to have gained such a gracious and kind First Lady;

NOW, THEREFORE, BE IT RESOLVED that the members of the Truman State University Board of Governors hereby extend their sincere appreciation and gratitude to Kelly Paino for her exemplary service as First Lady and wish her and her family the very best in all their future endeavors; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Kelly Paino as a tangible expression of the Board's heartfelt gratitude and continued friendship.

The motion was seconded by Laura Crandall and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Finance and Auditing Committee Report

Susan Plassmeyer, Chair of the Finance and Auditing Committee, provided a report on the committee meeting held earlier in the week.

Financial Report

Governor Plassmeyer provided a review of the financial reports which included a review as of April 30, 2016, of education and general revenues and expenditures and auxiliary systems revenues and expenditures and a review as of April 30, 2016, of the Truman State University Foundation revenues and expenditures.

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Resolution Amending Sections 5.010.1 and 5.010.2 of the Code of Policies of the Board of Governors—
Academic Degrees and Academic Programs

Jennifer Kopp Dameron moved the adoption of the following resolution:

BE IT RESOLVED that Section 5.010.1 of the Code of Policies of the Board of Governors of Truman State University entitled Academic Degrees be amended by the addition of the following undergraduate degrees:

BA Statistics
BS Statistics

BE IT RESOLVED that Section 5.010.2 of the Code of Policies of the Board of Governors of Truman State University entitled Academic Programs be amended by the addition of the following undergraduate program; and

Statistics, Bachelor of Arts
Statistics, Bachelor of Science

BE IT FURTHER RESOLVED that the adoption of such degrees/programs be subject to the approval of the Coordinating Board for Higher Education.

The motion was seconded by Cheryl J. Cozette and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Budget and Capital Projects Committee Report

Mike LaBeth, Chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held earlier in the week.

Construction Projects Report

Governor LaBeth provided an update on construction projects which had been approved by the Board at previous meetings.

Contracts for Construction Projects and Equipment Purchases Report

Governor LaBeth reported that no equipment purchases totaling \$25,000 to \$100,000 had been approved since the last meeting of the Board.

State Capital Improvement and Maintenance Request

Cheryl J. Cozette moved the adoption of the following resolution:

BE IT RESOLVED that the FY 2018 State Capital Improvement and Maintenance Request, to be submitted to the Coordinating Board for Higher Education and the Office of Administration, be approved and ratified; and

BE IT FURTHER RESOLVED that a copy of the document, which lists total requests of \$110,445,650 for FY 2018 thru FY 2022, be attached to the minutes as an exhibit; and

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BE IT FURTHER RESOLVED that the President of the University is authorized to revise costs estimated based on additional input from the Office of Administration and to negotiate the priorities list and requested amount with the legislature, Governor and MDHE staff as appropriate.

The motion was seconded by Susan Plassmeyer and carried by a unanimous vote of 7 to 0. Governor Burkemper then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit A.

Enrollment Fees

Laura Crandall moved the adoption of the following resolution:

WHEREAS the Board of Governors established tuition and fees for 2016-17 at the April 9, 2016 meeting; and

WHEREAS the Missouri General Assembly provided a funding increase for 2016-17 which makes it possible to maintain tuition and required fees for Missouri undergraduate students at current levels;

NOW, THEREFORE, BE IT RESOLVED that the following enrollment fees for full-time students be approved, effective with the 2016 Fall Semester:

- 1) Undergraduate students who are enrolled in 12 or more, but less than 18, hours of academic credit for each semester:

Missouri Students.....\$7,152 per academic year
Out-of-State Students.....\$13,636 per academic year

- 2) Graduate students who are enrolled in 12 or more, but less than 15, hours of of academic credit for each semester:

Missouri Students.....\$8,410 per academic year
Out-of-State Students.....\$14,429 per academic year

BE IT FURTHER RESOLVED that the designated fee for the Student Recreation Center included above be maintained at \$222 for each full-time equivalent student per academic year; and

BE IT FURTHER RESOLVED that the designated fee for the Student Union included above be maintained at \$190 for each full-time equivalent student per academic year; and

BE IT FURTHER RESOLVED that the following additional enrollment fees for students enrolled in 6 or more semester hours during the academic year be approved as follows:

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- 1) A student activity fee of \$86 per academic year (\$43 per semester); and
- 2) A student government fee of \$4 per academic year (\$2 per semester); and
- 3) A student health fee of \$54 per academic year (\$27 per semester); and
- 4) An athletic fee of \$116 per academic year (\$58 per semester); and
- 5) An information/technology (itech) fee of \$34 per academic year (\$17 per semester); and
- 6) A sustainability fee of \$10 per academic year (\$5 per semester)

BE IT FURTHER RESOLVED that the freshman orientation fee be \$325 for freshman students during the fall semester, and a corresponding fee for freshman students participating in comparable orientation programs during other semesters, with each freshman student to pay such an orientation fee only a single time; and

BE IT FURTHER RESOLVED that the President of the University is authorized to establish summer school rates designed to enhance enrollment in such programs; and

BE IT FURTHER RESOLVED that the enrollment fees for part-time students, interim sessions, study abroad, professional development, on-line classes and the other enrollment fees, and miscellaneous charges not listed in this resolution, be established by the President of the University, based on the above fees and charges, in accordance with Section 11.010 and 11.020 of the Code of Policies.

The motion was seconded by Mike LaBeth and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Operating Budgets FY 2017

Cheryl J. Cozette moved the adoption of the following resolution:

BE IT RESOLVED that the "Operating Budgets for Fiscal Year 2017" be approved and adopted for the 2016-2017 Fiscal Year; and

BE IT FURTHER RESOLVED that the President of the University is authorized to adjust the operating budget should state appropriations levels change; and

BE IT FURTHER RESOLVED that a copy of the document be attached to the minutes as an exhibit.

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The motion was seconded by Jennifer Kopp Dameron and carried by a vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit B.

Salary Policies FY 2017

Cheryl J. Cozette moved the adoption of the following resolution:

BE IT RESOLVED that the following salary and wage policies for the 2016-2017 Fiscal Year be approved:

- 1) 2016-2017 Policy for Faculty and Exempt Staff Salaries;
- 2) 2016-2017 Policy for Hourly Personnel Wage Rates;
- 3) 2016-2017 Policy for Unit I Wage Rates; and
- 4) 2016-2017 Policy for Off-Campus and Workshop Faculty Salaries; and

BE IT FURTHER RESOLVED that a copy of the four documents be attached to and made a part of the minutes for this meeting.

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated copies of the documents as Exhibit C.

Staff Early Retirement Incentive Program FY 2017

Susan Plassmeyer moved the adoption of the following resolution:

WHEREAS, it is the desire of the Board of Governors of Truman State University to establish a one-time retirement incentive for staff;

NOW, THEREFORE, BE IT RESOLVED that the attached document, entitled "Staff Early Retirement Incentive Program FY 2017" shall be the policy of the Board of Governors and shall automatically expire on September 1, 2016; and

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to implement the policy; and

BE IT FURTHER RESOLVED that a copy of the document, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit D.

Union Agreement Renewal

Jennifer Kopp Dameron moved the adoption of the following resolution:

BE IT RESOLVED that the proposed changes in the renewal of the current Memorandum of Agreement for Unit 1 by and between Truman State University

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and Laborers' International Union of North America, Local No. 773, as highlighted in the attached document, be approved; and

BE IT FURTHER RESOLVED that the President of the University be authorized to execute a new memorandum of agreement for Fiscal Year 2017 and Fiscal Year 2018 with an incorporation of the recommended changes; and

BE IT FURTHER RESOLVED that a copy of the document be attached to the minutes as an exhibit.

The motion was seconded by Laura Crandall and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit E.

Governmental Relations Services

Cheryl J. Cozette moved the adoption of the following resolution:

BE IT RESOLVED that the President of the University, or his designee, is hereby authorized to execute a contract with GibbonsWorkman LLC to provide governmental relations services to the University for the period of January 1, 2017 thru December 31, 2018, at a cost not to exceed \$66,000 for the 2017 calendar year and \$72,000 for the 2018 calendar year; and

BE IT FURTHER RESOLVED that in addition to the terms and conditions of the contract, reimbursement of approved expenses will be capped at \$2,500 per year, and the University will have the option to extend the contract with GibbonsWorkman LLC for two additional two-year terms or six years total with the consent of GibbonsWorkman LLC.

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Soccer Field Press Box and Bleacher Replacement Project

Susan Plassmeyer moved the adoption of the following resolution:

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Soccer Field Press Box and Bleacher Replacement Project	\$125,000

BE IT FURTHER RESOLVED that the President of the University, or his designee, be authorized to accept the lowest and best bid for project; and

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BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Mike LaBeth and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated copies of the document as Exhibit F.

Agenda Items for Future Meetings

The Board reviewed a list of proposed agenda items for the regular meetings during the next year.

Dates for Future Meetings

Mike LaBeth moved the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, August 6, 2016, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

BE IT FURTHER RESOLVED that other regular meetings of the Board during the next year be tentatively scheduled for the following dates:

Friday, October 21, 2016;
Saturday, December 3, 2016;
Saturday, February 4, 2017;
Saturday, April 8, 2017; and
Saturday, June 10, 2017.

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Agenda Items for Closed Session

Mike LaBeth moved the adoption of the following resolution:

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for "Records which are protected from disclosure by law";
2. Individual personnel actions under Subsection 3 of the statute for "Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded";
3. Confidential communications with the General Counsel; and

4. Purchase of real estate under Subsection 2 of the statute for "Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and

BE IT FURTHER RESOLVED that if any business not covered by the stated reasons for the closed session is raised during the closed session, then this meeting shall be reopened to the public and an announcement about a resumption of the open session shall be made in the hallway outside of the meeting room.

The motion was seconded by Susan Plassmeyer and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

The closed session of the meeting began shortly after 1:45 p.m.

Following action on several items in closed session, the Board decided by a duly adopted resolution to reopen the meeting to the public and an announcement about a resumption of the open session was made in the hallway outside of the meeting room.

Renovations to University Residence

A discussion was held regarding possible renovations to the University Residence located at 706 South Halliburton, and staff were asked to provide recommendations at the Board's next meeting.

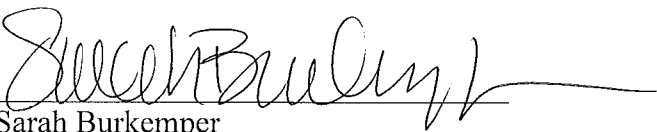
Motion to Adjourn

There being no further business, Cheryl J. Cozette moved that the meeting be adjourned. The motion was seconded by Mike LaBeth and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the open session of the meeting adjourned shortly after 2:30 p.m.



Cheryl J. Cozette
Secretary of the Board of Governors

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 6th day of August, 2016.



Sarah Burkemper
Chair of the Board of Governors

CA

ITEM I.3

State Capital Improvement and Maintenance Request

DESCRIPTION AND BACKGROUND

Capital funds requests are submitted to the Coordinating Board for Higher Education and the Division of Design and Construction, Office of Administration. The state has asked for all institutions and agencies to develop priority lists for the next five years, or Fiscal Year 2018 through Fiscal Year 2022.

For FY 2018 to FY 2022, the requested funds are in the following broad categories:

Repair and Renovation	\$ 98,928,800
New Construction	<u>\$ 11,516,850</u>
	\$110,445,650

1. McClain Hall Project, FY 2018

This renovation project will complete the cycle of academic building updates which began with Violette Hall in 1995. It is designed to update McClain Hall (40 years old) to meet current building standards and also provide renovated spaces for academic and administrative needs. Major changes will include the heating and air conditioning systems, lighting and related mechanical systems.

As part of the project the open bridge connecting Baldwin and McClain would be replaced with a structure linking the buildings at three levels. Academic departments benefiting from this project include History, Political Science, Economics, and Philosophy and Religion. Administrative offices would also be reconfigured to meet current needs.

2. Pershing Phase 2, FY 2018

This request would provide funding for the portions of the Pershing renovation project which were deleted when state funds were withheld. It includes an allowance for redesign and inflation in construction costs. This facility serves Health and Exercise Sciences programs.

3. Emergency Electrical Backup System, FY 2018

The emergency electrical backup system would provide electrical power to campus in the event of a natural disaster, terrorist act and other emergencies. Truman currently houses over 2,600 of its 6,000 students on campus. Current backup power sources are very minimal and only provide basic lighting for emergency exits, elevators, and fire pumps. Heating, cooling, refrigeration, computer systems, food preparation equipment, and other critical systems would be unable to support the over 6,000 students and nearly 1,000 faculty and support staff. Emergency electrical power would also not be available to support the three emergency shelters located on campus that support the University, City of Kirksville, and Adair County. This project involves the construction of a building to house equipment and purchase of three diesel generators and necessary switch gear to support the majority of campus buildings especially maintaining heating or cooling for main buildings to include living areas, food services areas, and designated emergency shelter areas.

4. Central Energy Monitoring System/Steam Distribution and Condensate Loop, FY 2019
The central plant would be equipped to monitor and balance HVAC loads campus wide. Benefits include energy conservation and better teaching and learning conditions in various buildings. Replacement of the steam distribution and condensate return loop would result in energy and cost savings, as the current system loses over 45% of its steam as it is distributed to various buildings.
5. Power Systems Infrastructure, FY 2019
Much of the campus power and utility infrastructure dates from the period of rapid campus expansion in the 1960s. The current electrical substation is at capacity, and as a result, several major buildings have been removed from the campus grid. This project would implement plans identified in the utility master plan to upgrade the steam, chilled water and electrical service on campus.
6. Pickler Memorial Library, FY 2019
Renovation of Pickler Memorial Library is needed to meet evolving technology. By 2019 it will be 30 years since the major addition was constructed. It will be necessary to remodel the facility to meet current standards such as lighting and HVAC controls and make modifications to adapt to new technologies and instructional delivery patterns.
7. Violette Hall Project, FY 2020
Renovation of Violette Hall is needed to meet changing instructional needs and update the technological infrastructure as well as the HVAC systems in the building. This structure houses the School of Business as well as the Department of Education and the Departments of Mathematics, Statistics, and Computer Science. By 2020 it will be 27 years since the building was last renovated.
8. Kirk Building Project, FY 2020
The Kirk Building Project would provide funds for a major renovation of this structure. Kirk Building would house offices and classrooms with an emphasis on student support services as it is adjacent to the largest concentration of student residence halls. This building was constructed in 1922 and has not had a major renovation.
9. Maintenance/Central Receiving Facility, FY 2021
New maintenance shops, garages for vehicles and a central receiving facility would be considered the ninth project on the priority list. Existing facilities to be replaced include a former implement dealer site which is approximately 45 years old. Currently, Truman has no central receiving facility.
10. Barnett Hall Project, FY 2022
Renovation of Barnett Hall will be due based on a 20-year cycle. This will include updates to meet instructional needs, technology infrastructure, and HVAC systems. This structure houses five academic departments and serves a large number of students.

FY 2018 State Capital Improvement and Maintenance Request

<u>Project/Facility</u>	<u>Category</u>	<u>Priority</u>	<u>Request</u>	<u>Fiscal Year</u>
McClain Hall	RR	1	\$ 25,896,000	2018
Pershing Phase 2	RR	2	\$ 14,214,400	2018
Emergency Electrical Backup System	N	3	\$ 4,258,250	2018
Central Energy Monitor/Steam Loop	RR	4	\$ 5,276,000	2019
Power Systems Infrastructure	RR	5	\$ 17,304,500	2019
Pickler Memorial Library	RR	6	\$ 8,563,100	2019
Violette Hall Project	RR	8	\$ 7,311,600	2020
Kirk Building	RR	7	\$ 12,979,200	2020
Maintenance/Central Receiving Facility	N	9	\$ 7,258,600	2021
Barnett Hall Project	RR	10	\$ 7,384,000	2022
TOTAL			\$110,445,650	

RR = Repair and Renovation

N = New Construction

NOTE: The Office of Administration has not provided construction inflation rates for FY 2018 requests at this date. Projects have been increased by 4% from FY 2017 estimates, but may be adjusted if guidance is received from the Office of Administration.

RECOMMENDED ACTION

BE IT RESOLVED that the FY 2018 State Capital Improvement and Maintenance Request, to be submitted to the Coordinating Board for Higher Education and the Office of Administration, be approved and ratified; and

BE IT FURTHER RESOLVED that a copy of the document, which lists total requests of \$110,445,650 for FY 2018 thru FY 2022, be attached to the minutes as an exhibit; and

BE IT FURTHER RESOLVED that the President of the University is authorized to revise costs estimated based on additional input from the Office of Administration and to negotiate the priorities list and requested amount with the legislature, Governor and MDHE staff as appropriate.

Moved by _____
 Seconded by _____
 Vote: Aye _____
 Nay _____

cc



**OPERATING BUDGETS
FOR
FISCAL YEAR 2017**

FY 2017 BUDGET DOCUMENTS

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FISCAL YEAR 2017 EDUCATION AND GENERAL BUDGET NARRATIVE

Executive Summary

The Education and General (E&G) Budget is the operating budget which supports the primary functions of the University including instruction, research, public service, and the various support areas. It is funded by state appropriations, student fees, and other miscellaneous sources. The budget has been developed with the state appropriation passed by the General Assembly and signed by the Governor, which includes a 3.65 percent increase, with reserves to cover potential withholding. Tuition for 2016-2017 was increased slightly for non-resident undergraduates and graduate students and enrollment for FY 2017 is projected to be stable. The overall result is a modest increase in projected revenue and expenditures compared to the FY 2016 budget.

General Budget Priorities

Functional areas of the University were asked to develop budget requests for FY 2017 based on stable enrollment and a limited increase in state funding and were also asked to identify functions or areas where reallocations could occur. State revenue for FY 2017 is projected to be within overall budgeted amounts. However, due to previous mid-year withholdings Truman's budget was developed to continue a reserve to handle a possible withholding of state funds of up to five percent of the appropriation. Resources have been allocated to cover priorities in several areas, but most of the new funds are utilized for faculty and staff salary increases and the related benefit costs.

The proposed budget continues Truman's focus on the academic and student-support areas. Funds have been allocated within the academic budget to create budgets which align with the key areas which support the mission. Resources have also been allocated to several budget areas to insure that services are continued which directly support student recruitment, retention, and learning.

Revenue Assumptions

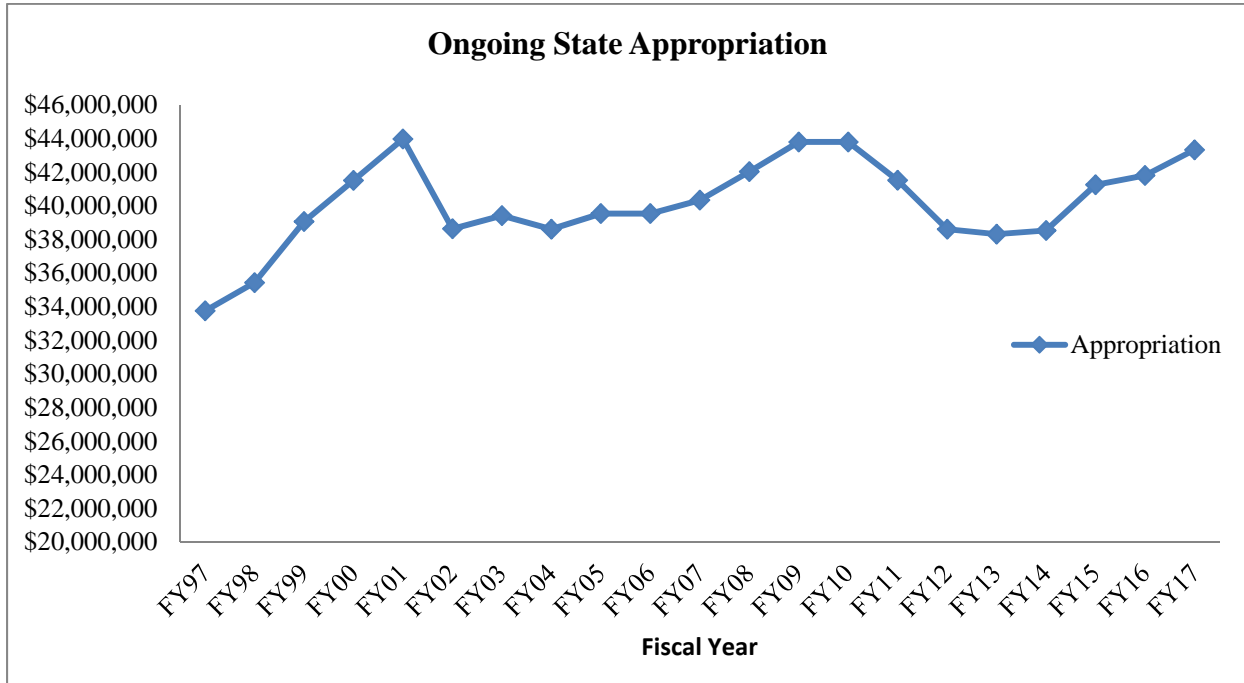
General Revenue

The base general revenue appropriation for Truman from the State of Missouri and approved by the General Assembly is 3.65% above FY 2016. Total funds appropriated from general revenue and lottery proceeds for FY 2017 are \$44,681,673. Historically, the Governor withholds at least three percent of these funds as a contingency. For Fiscal Year 2017 this requires a reserve of \$1,340,450 for the standard withholding. Table 1 provides a snapshot of total state revenue trends for FY 1997 through FY 2017 and reflects the actual funds received after all state withholding actions, including those beyond the 3% level. A comparison of initial appropriations and state funds received after withholding for FY00-FY17 is found on Table 2. Expected state support for the FY 2017 is roughly equal to the FY 2001 level.

Enrollment Fees and Other Income

The Fall 2016 enrollment is projected for budget purposes at approximately 5,450 full-time equivalent students. Spring 2017 enrollment is projected at the historical average of 93 percent of the fall semester total. Total tuition and required fees for 2016-2017 were not increased for Missouri undergraduate students, increased by 1.9% for non-resident undergraduate students, 1.85% for Missouri graduate students, and 1.9% for non-resident graduate students. Sources of income in addition to enrollment fees include special fees, fines, charges for services, and interest income. Due to continued low interest rates on invested funds, the interest income available in FY 2017 is projected to be comparable to FY 2016.

**Table 1
GENERAL REVENUE TRENDS**



Ongoing State Appropriations Received

Fiscal Year	Appropriation	% Change
FY97	\$33,757,552	5.6%
FY98	\$35,437,909	4.7%
FY99	\$39,072,485	10.3%
FY00	\$41,522,860	6.2%
FY01	\$43,987,383	5.6%
FY02	\$38,640,023	-12.2%
FY03	\$39,427,733	2.0%
FY04	\$38,619,423	-2.1%
FY05	\$39,545,109	2.4%
FY06	\$39,545,109	0.0%
FY07	\$40,346,396	2.0%
FY08	\$42,040,945	4.2%
FY09	\$43,806,665	4.2%
FY10	\$43,806,665	0.0%
FY11	\$41,526,613	-5.2%
FY12	\$38,619,750	-7.0%
FY13	\$38,325,596	-0.8%
FY14	\$38,542,604	0.6%
FY15	\$41,262,248	7.1%
FY16	\$41,816,820	1.3%
FY17*	\$43,341,223	3.6%

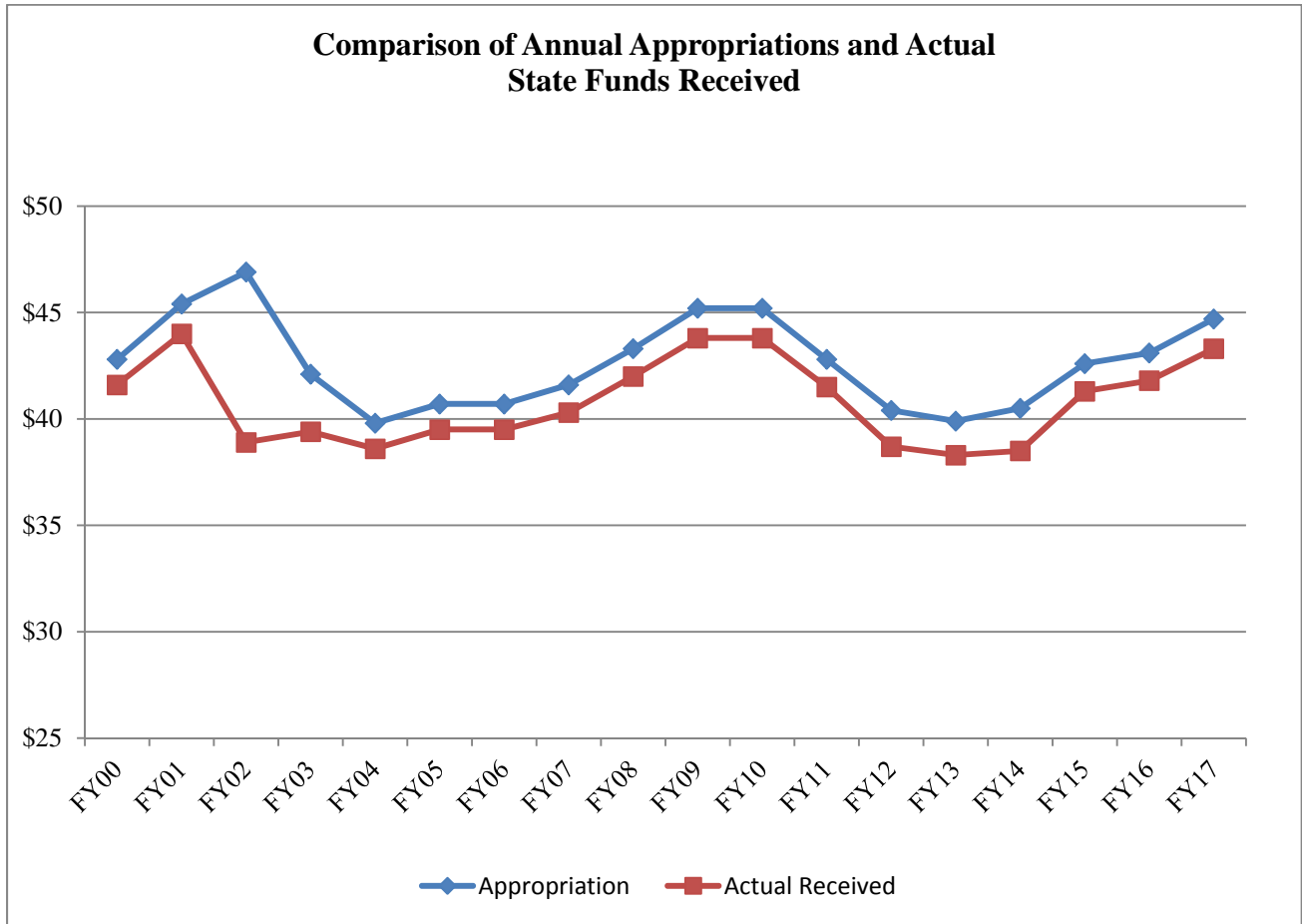
*Projected

Note: This table excludes funds appropriated but withheld and one-time funds.

For FY 10, one-time federal funds of \$756,339 are excluded.

For FY 17, the standard 3% withholding is assumed.

Table 2



	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Appropriation	42.8	45.4	46.9	42.1	39.8	40.7	40.7	41.6	43.3	45.2	45.2	42.8	40.4	39.9	40.5	42.6	43.1	44.7
Actual Received	41.6	44.0	38.9	39.4	38.6	39.5	39.5	40.3	42.0	43.8	43.8	41.5	38.7	38.3	38.5	41.3	41.8	43.3

FY10 excludes one-time federal fund designated for Caring for Missourians.
 FY17 is projected based on the standard 3% withholding.

Planned Expenditures

Personal Services

A major portion of the operating budget is utilized for salaries and fringe benefits. For FY 2017, Truman is budgeting \$58.1 million in this category, or 60% of the total Education and General budget. This includes funds for faculty and staff salaries, student employment, and fringe benefits such as retirement, medical insurance, and social security. The breakdown for Personal Services is as follows.

Salaries	\$38,494,613
Fringe Benefits	\$15,709,126
Student Employment	\$ 3,928,385
Total	\$58,132,124

Within the FY 2017 budget, several positions were eliminated through attrition or retirements and others were added to meet current needs. These positions are evenly balanced between faculty and staff.

Operations and Equipment

The following provides a brief summary of operations and equipment trends by major segments of the campus.

1. Academic Affairs. Operations funds have been allocated to meet needs in instruction, research and public service areas. A total of over \$3.7 million dollars in operations is budgeted in core areas including the academic departments.

Equipment for instructional use will be budgeted approximately the same as the FY 2016 level. This academic equipment is in addition to the campus technology funds. Table 3 outlines academic and research equipment budgets for FY 2004-FY 2017 and shows the asset renewal rate for these areas. Research funding totals nearly \$700,000 for FY 2017, with most of the funds in the operations and equipment categories.

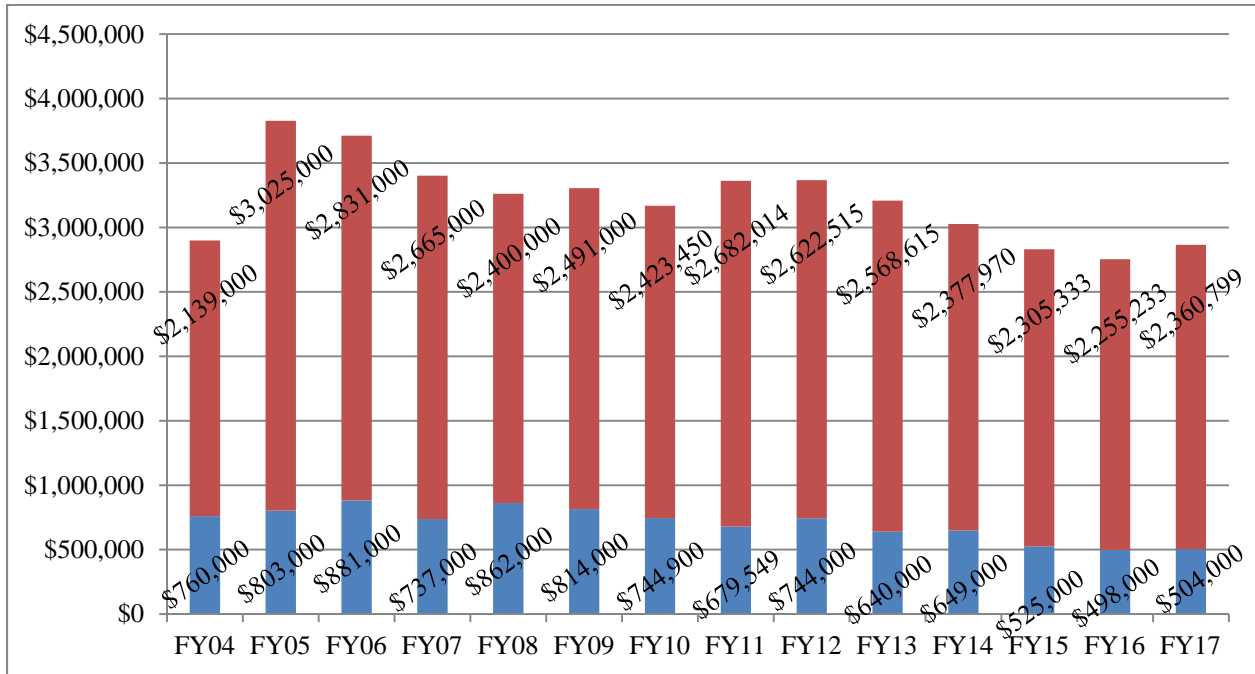
A continuing priority is the maintenance of the academic holdings of Pickler Memorial Library. Because cost increases for periodicals have exceeded inflation, it

has been necessary to reallocate funds to cover periodicals and provide a modest acquisition budget for books. The library budget for FY 2016 was increased due to a new technology fee and this funding is continued in the FY 2017 budget.

2. Student Services. Operating and equipment budgets in the Student Services category have been allocated to meet priorities in various areas. The offices and functions in this category within the Education and General budget include Registrar, Financial Aid, International Students, Multicultural Affairs, Admission, Athletics, Health Clinic, and Counseling. Over \$3 million is budgeted for equipment and operations in the student services category. This includes the funds generated by the student athletic fee. Additional Student Services areas including Residential Living, the Student Union, and Recreation Center are funded in the Auxiliary Budget and are not included here.
3. Computing and Technology. The FY 2017 operating budget continues significant allocations for computing and technology. A total of \$3.6 million is budgeted for technology services which include staff, operations, equipment and maintenance of existing systems and networks with over 2,000 laptop and desktop workstations on campus, and a network with 8,800 ports. Continued technology investment is necessary to remain competitive. For 2016-2017, technology areas are budgeted at 3.7 percent of the institutional total. It should be noted that decreases in prices for personal computers and bulk purchase arrangements have resulted in a shift in the technology budget from equipment to the operations category.
4. Maintenance and Repair Fund. The General Assembly has provided designated appropriations from General Revenue to handle campus maintenance and repair. These funds were added to the base appropriation for each campus with the intention to meet needs such as renovations, roof replacements and upgrades to heating and air conditioning systems. For FY 2017, a total of \$1,360,875 is budgeted for maintenance and repair. Table 4 outlines trends in the Maintenance & Repair budget for FY 2007-FY 2017.

5. Utilities. Due to increases in utility costs and increased demand, utility budgets have historically increased each year. However, for 2016-17 utility costs are projected to continue to be stable but an allowance for potential severe weather has been included. Total funds budgeted for utilities, including operation of the central power plant, are \$3.3 million. The Auxiliary Budget includes additional funds to cover utilities in those facilities.
6. Institutional Support. This area includes many administrative functions such as the Business Office, Alumni/Advancement, Public Relations, President's Office and other support areas. The combined operations and equipment total for this category is almost \$2.3 million, which includes funds transferred from the Foundation to support advancement and fundraising efforts.
7. Scholarships. For FY 2017, funds for scholarships have increased to cover projected expenditures for institutionally funded academic and athletic grants.
8. Student Employment. Student employment budgets have been increased to assist students and supplement staff in some areas. Funds allocated for student employment in the Education and General Budget total over \$3.9 million, a small increase from FY 2016.

**Table 3
Academic & Research Equipment Budgets**

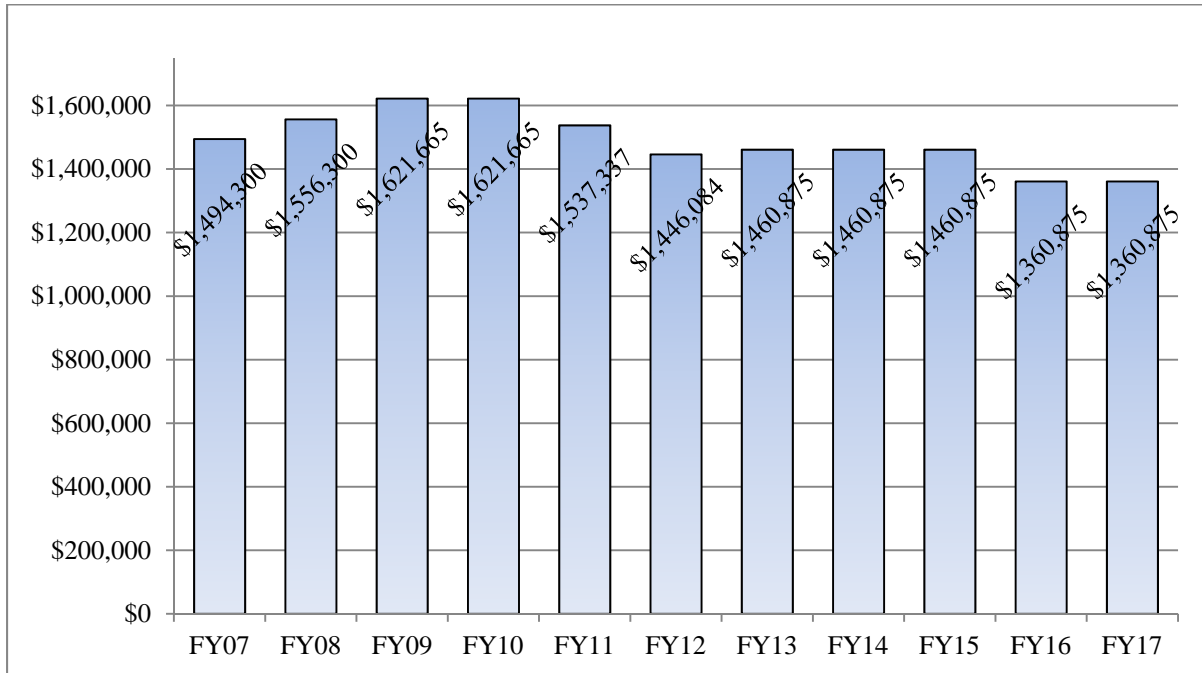


(000's omitted)

	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Equipment Budget	2,139	3,025	2,831	2,665	2,400	2,491	2,423	2,682	2,622	2,568	2,378	2,305	2,255	2,360
Actual \$ Available	760	803	881	737	862	814	744	679	744	640	649	525	498	504

Note: Equipment budgets include significant amounts designated to cover the 3% withholding in state funds and contingency amounts including the 5% reserve. The plan is to focus these funds on academic purchases should they be released during the fiscal year. This chart shows the portion of annual equipment budgets actually available for academic and research purchases. It should be noted that changes in definitions or the threshold price for equipment have reduced this budget significantly in recent years.

**Table 4
Maintenance & Repair Budget**



	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
Operating M&R	1,494,300	1,556,300	1,621,665	1,621,665	1,537,337	1,446,084	1,460,875	1,460,875	1,460,875	1,360,875	1,360,875

FY 2017 EDUCATION AND GENERAL REVENUE BY CATEGORY

The page that follows provides a summary of projected revenue for FY 2017 in several major categories. General Revenue, or state funds, provides 46.0% of the proposed budget.

Board policy calls for net tuition income not to exceed a target of 35 percent of the total budget. This policy has specific guidelines regarding the calculation which allow for the omission of designated or restricted fees. The policy also compensates for budgeted student aid.

Page 12 of this section provides the detail for the calculation to determine adherence to the policy for FY 2017. The portion of the adjusted budget supported by student tuition is 27.0% and, therefore, is within the policy.

Table 5 illustrates budgeted sources of funds for FY 2017. Trends in recent years include reductions in state funding, increases in student fees, and more revenues from other miscellaneous sources. As a result, state support now accounts for less than 50% of budgeted Education and General revenues.

**EDUCATION AND GENERAL
FY 2017 REVENUE BY CATEGORY**

General Revenue

\$44,681,673

This represents the entire amount appropriated by the General Assembly. A contingency budget of \$1,340,450 has been established for the traditional 3% withholding by the Governor. In recent years only a small portion of the 3% withholding has been released, and no funds are expected to be released in FY 2017.

Student Tuition and Enrollment Fees

\$49,900,000

FY 2017 enrollment income for budget purposes is based upon stable student enrollment. Spring semester enrollment is based on a 93% retention rate. Missouri students are assumed to make up 70% of the total enrollment; graduate enrollment is expected to be stable; and summer enrollment is projected at the 2016 summer level. This category also includes fees for off-campus courses, the athletic fee, study abroad programs, and special enrollment fees.

Other Local Income and Transfers

\$ 2,736,052

This includes various revenue sources: investments, athletic gate receipts, sales and services of educational activities (such as summer camps), rollover from FY 2016, indirect costs from grants and other miscellaneous sources. Transfers from Auxiliary sources and the Foundation are also included here.

GRAND TOTAL ALL SOURCES

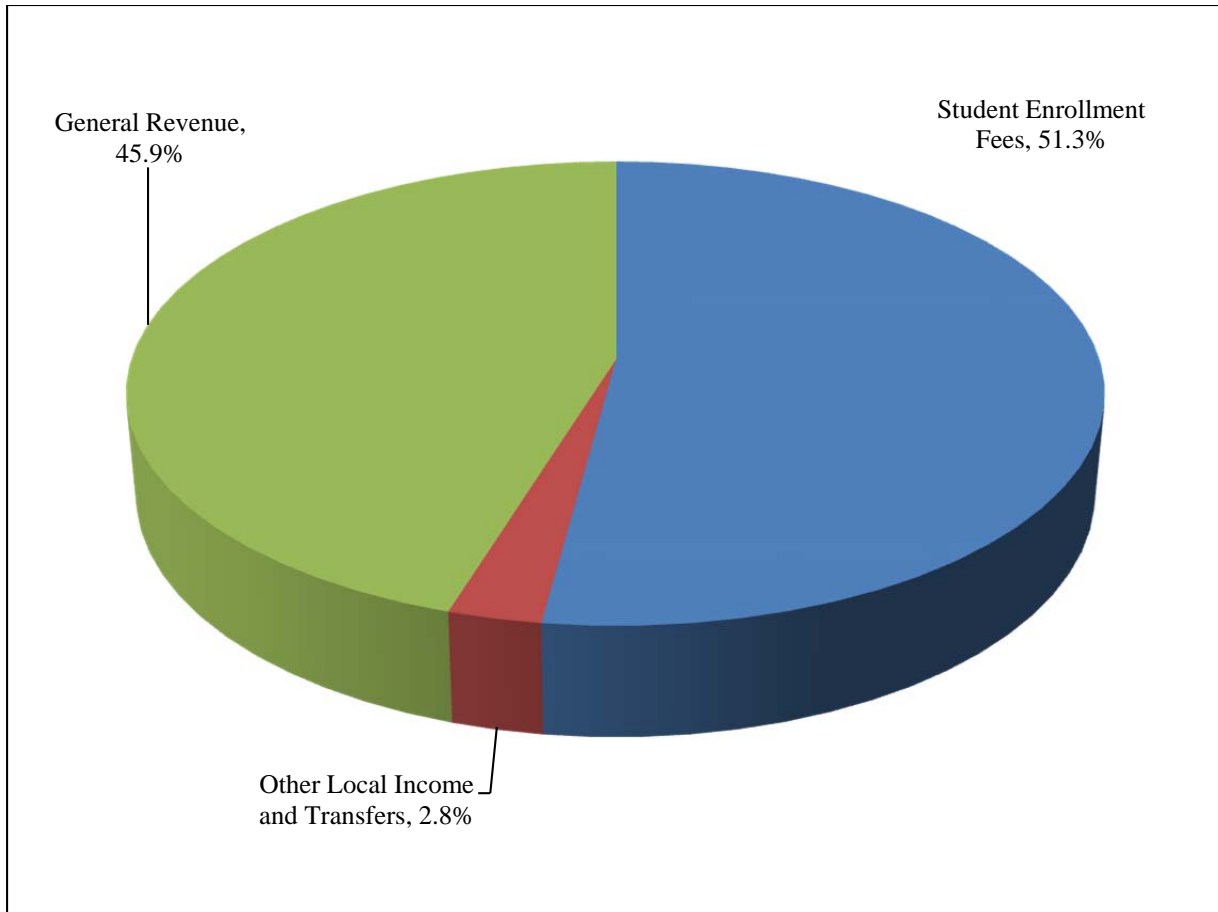
\$97,317,725

SEGREGATION OF ON-CAMPUS FEE INCOME FOR FY 2017 IS AS FOLLOWS:

	Total Fee Income	Undesignated & Unrestricted
Enrollment Fees		47,200,000
Less Restricted/Designated		
Student Union	-1,070,000	
“out-of-state” Missouri taxpayer discount	-250,000	
Recreation Center	-1,250,000	
Truman Week Fee	-495,000	
Joseph Baldwin Academy	-400,000	
Student Health Center Fee	-280,000	
Student Activity Fee	-480,000	
Athletic Fee	-620,000	
Technology Fee	-180,000	
Student Sustainability Fee	-53,500	
Total designated/restricted funds	-5,028,000	
		<hr/>
Total unrestricted funds		42,172,000
The percentage calculation is shown as follows:		
1. Undesignated and unrestricted fees (above)		42,172,000
2. Less Academic Scholarships, Experienceships and Athletic Grants in Aid		-21,773,304
NET TUITION		20,398,696
		<hr/>
1. Total Education and General Budget		97,317,725
2. Less Academic Scholarships, Experienceships and Athletic Grants in Aid		-21,773,304
ADJUSTED E&G TOTAL		75,544,421
		<hr/>
NET TUITION AS A PERCENTAGE OF ADJUSTED E&G		27.0%

NOTE: Includes projected on-campus student fee income and excludes off-campus courses and study abroad program fees.

Table 5
FY 2017 BUDGETED REVENUE



FY 2017 PLANNED EXPENDITURES BY CATEGORY

The Missouri Coordinating Board for Higher Education and Office of Administration have developed a budget reporting structure which follows the NCHEMS model and federal financial reporting standards for higher education. The broad budget categories and totals for FY 2017 are as follows:

Instruction \$42,496,346

This includes all expenditures such as faculty salaries, operating funds and equipment which support instructional activities.

Research \$ 678,730

Activity organized to produce research outcomes is included in this category. Internal research grants, research equipment, and undergraduate research stipends are in this budget.

Public Service \$ 125,266

Non-instructional services beneficial to external groups are included in public services. Summer camps and matching funds for Upward Bound and similar programs are budgeted here.

Academic Support \$ 5,068,931

The Library and academic administration are in this category. Expenses for operation of the library represent over one-half of this budget.

Student Services \$ 9,023,403

This includes areas such as student services administration, counseling services, admissions and records, intercollegiate athletics, health services, and testing services.

Institutional Support \$ 7,531,448

Support areas including fiscal operations, alumni and public relations, and general administration are in this category.

Physical Plant \$ 9,219,422

General physical plant operations, including maintenance, grounds and custodial, and public safety are in this category. Funds for fuel and utilities are also included here.

Maintenance and Repairs \$ 1,360,875

Funds designated for campus building repairs and preventive maintenance are in this category.

Student Aid \$21,773,304

Student scholarships, experienceships and athletic aid are included here.

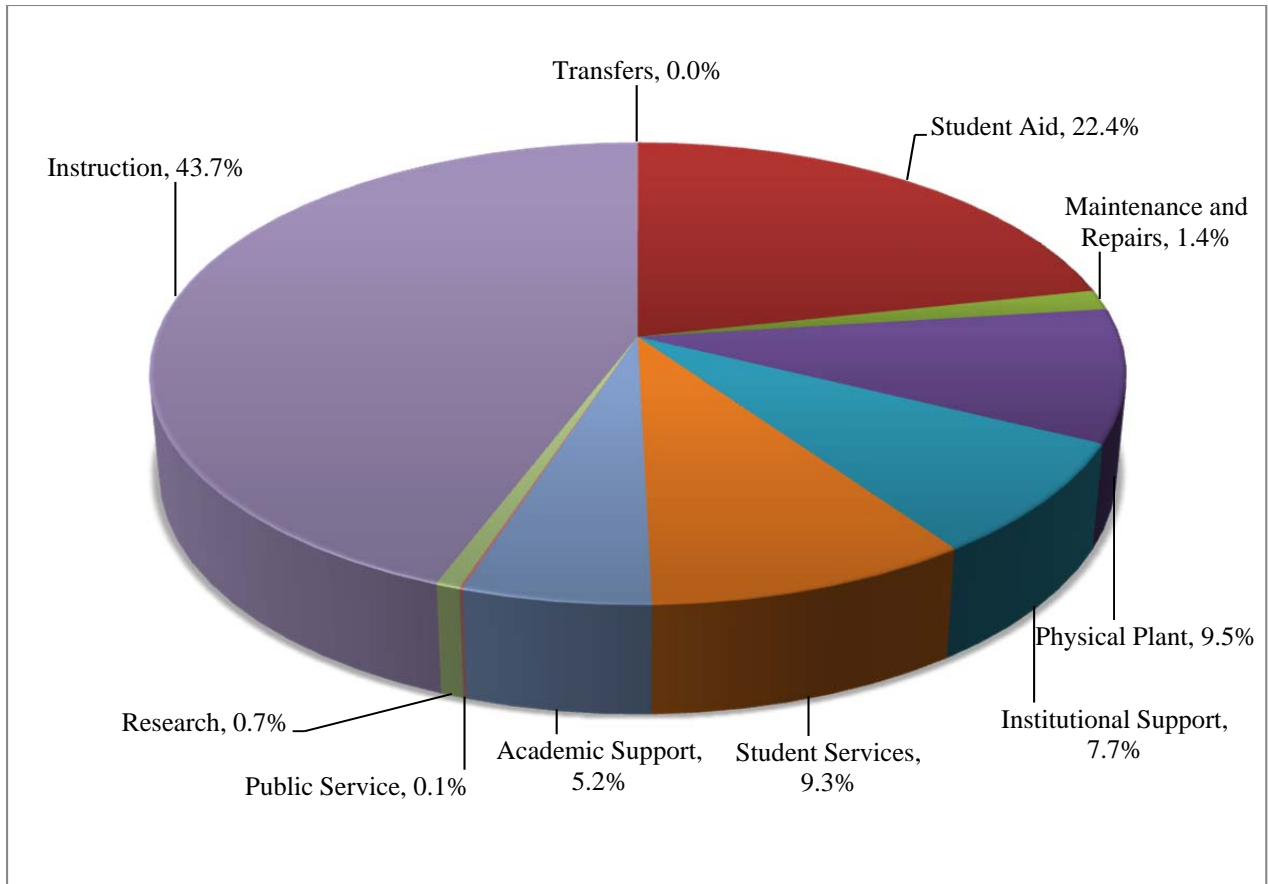
Transfers \$ 40,000

Mandatory transfers for federal aid programs (Perkins and SEOG) comprise this budget.

TOTAL \$97,317,725

Note: Several significant changes in categories have been made to match the 2006 Uniform Financial Reporting Manual developed by the Coordinating Board for Higher Education as well as the most recent National Association of College and University Business Officers guidance regarding classification of various functional areas.

Table 6
FY 2017 PLANNED EXPENDITURES



FY 2017 EDUCATION AND GENERAL EXPENDITURES BY CATEGORY

	Personal Service	Equipment	Operations	Total
Instruction	37,025,588	1,908,224	3,562,534	42,496,346
Research	109,000	400,000	169,730	678,730
Public Service	65,338	0	59,928	125,266
SUBTOTAL	37,199,926	2,308,224	3,792,192	43,300,342
Academic Support	3,385,904	52,575	1,630,452	5,068,931
Student Services	5,830,144	16,125	3,177,134	9,023,403
Institutional Support	5,219,174	75,445	2,236,829	7,531,448
Physical Plant	4,046,976	207,500	4,964,946	9,219,422
Maintenance & Repairs	0	0	1,360,875	1,360,875
Student Aid	2,450,000	0	19,323,304	21,773,304
Transfers	0	0	40,000	40,000
TOTALS	58,132,124	2,659,869	36,525,732	97,317,725

Note: Several significant changes in categories have been made to match the 2006 Uniform Financial Reporting Manual developed by the Coordinating Board for Higher Education as well as the most recent National Association of College and University Business Officers guidance regarding classification of various functional areas.

**COMPARISON OF EDUCATION AND GENERAL BUDGET BY CATEGORY
FY 2010 – FY 2017**

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Change 16-17
Personal Services	53,418,859	52,039,986	52,548,445	52,886,984	54,834,643	56,866,257	56,643,753	58,132,124	2.6%
Equipment	3,527,989,	3,000,714	2,941,815	3,074,615	2,844,715	2,635,965	2,570,303	2,659,869	3.5%
Operations	36,312,919	35,759,207	34,193,635	35,252,011	35,155,492	35,155,788	36,087,944	36,525,732	1.2%
TOTAL	93,259,767	90,799,907	89,683,895	91,213,610	92,770,780	94,658,000	95,302,000	97,317,725	2.1%

Notes: Equipment category includes funds to cover 3% state withholding and other major contingency accounts. Due to reclassification of equipment under GASB year-to-year comparisons may not be valid. FY10 equipment includes one-time federal funds (\$756,339) designated for Caring for Missourians.

FISCAL YEAR 2017 AUXILIARY BUDGET NARRATIVE

Executive Summary

Revenue from combined auxiliary operations is projected to increase slightly in FY 2017. This estimate is based on the number housed in the residence halls as well as budgets which are tied to student enrollment such as the Student Union and Recreation Center. Occupancy levels in the residence halls are budgeted based on a small decrease from actual this past academic year. The rates charged to students for residence halls including room and board were increased by an average of 1.0% for the 2016-17 academic year.

Minor changes in operating and equipment budgets have been recommended for 2016-2017. For FY 2017, only minor staffing changes are recommended in auxiliary areas. The major changes in the Auxiliary Budget for FY 2017 include the reallocation of funds to cover projected food costs as well as the salary increases. Savings were realized with the refinancing of bonds in 2015 and 2016 and this is reflected in the operating budgets for FY 2017.

General Budget Priorities

This budget was prepared to meet priorities such as improving services to students, and activities which will provide more efficient operations. Asset renewal is also important in the auxiliary area, particularly in the residence halls and Student Union Building. The budget for auxiliary operations must be balanced and also meet bond payment requirements.

Revenue Assumptions

1. Residence Halls. Room and board rates were raised by an average of 1.0% for FY 2017. A student living in a typical two-person room will pay \$8,558 for the 2016-2017 academic year. Based upon an occupancy rate of 2,500 for the fall semester and 93 percent returning for the spring semester, revenue from residence halls and apartments is projected at \$19,950,000.

2. Other Residence Hall Income. Income from off-campus students who dine in the halls and from rentals, commissions, and similar sources is projected at \$625,000 for FY 2017. Additional revenue sources include interest income and miscellaneous fees which should generate approximately \$865,000.
3. Student Union. The Student Union is primarily funded by a transfer from enrollment income to this budget at a rate of \$95 per full-time equivalent student per semester. This fee was established to build, maintain and cover debt service for the Student Union. The Student Activity Fee helps fund the Center for Student Involvement, which is housed in the Student Union. Additional income sources include room rentals, bookstore, and food service commission. Total revenue for the Student Union Building is projected at \$1,390,000.
4. Recreation Center. Major expenses for the Recreation Center include personnel, operations and debt service. A designated fee of \$111 per semester per full-time equivalent student is included in enrollment fees. In June 2010 the bonds were paid with recreation center reserves and internal borrowing from the Education and General reserves. Total revenue for FY 2017 is projected at \$1,240,000 for the Recreation Center.
5. Service Departments. Revenue from auxiliary service departments including Printing Services and the University Press is projected at \$680,000 for FY 2017.

Planned Expenditures

A significant portion of the Auxiliary Budget is utilized to operate the residence halls. Staff includes the Residential Living Office, hall directors, housekeepers, and physical plant employees assigned to these non-academic areas. Table 7 outlines Auxiliary Budget equipment trends for FY 1997-FY 2017 and illustrates the emphasis on asset renewal in these areas.

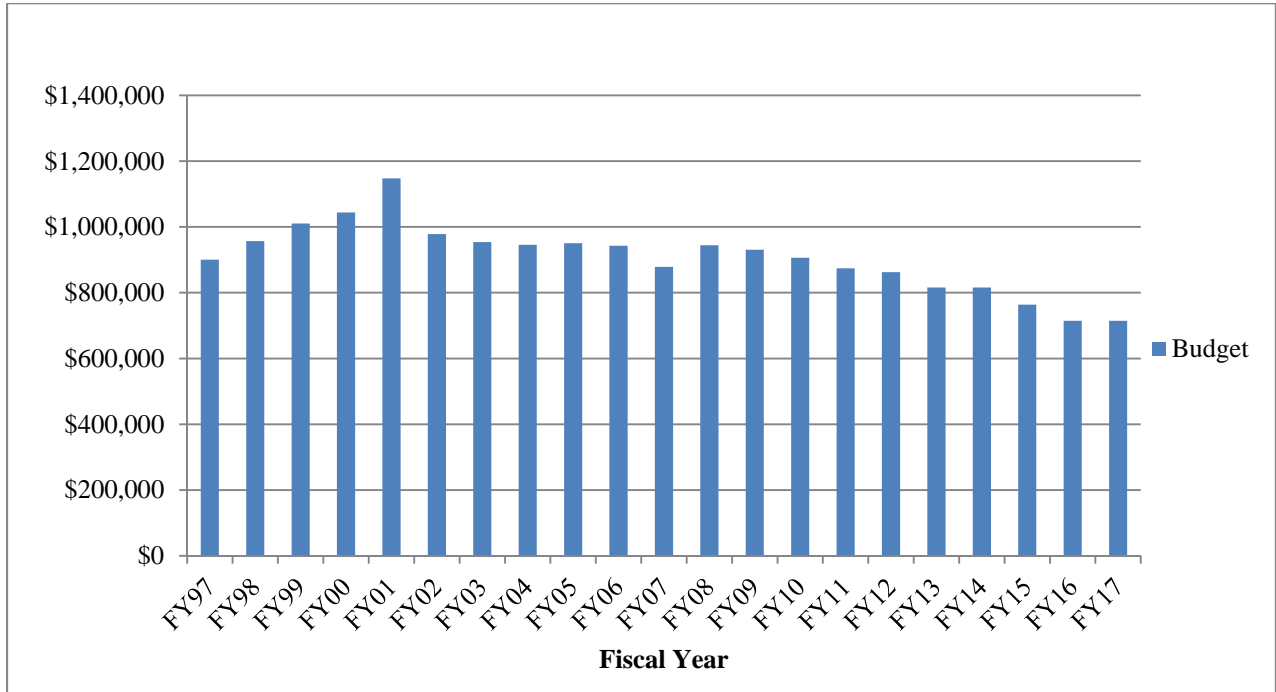
Operating funds for Residential Living include utilities, repairs and renovations, and food service contracts. Funds are included for furniture replacements and general repairs to the facilities. Food service costs will increase to cover increased costs as agreed to in the food service contract, which is the largest single component of this budget. Utility rates are projected

to be stable in 2016-2017 from the current year actual expenditures and the budget reflects this. A major portion of the Residential Living operating budget is the \$3,346,340 set aside for bond repayments.

On a smaller scale, the Student Union Building budget also covers personnel, operating costs such as utilities, and funds for replacement and repair of the equipment. Funds are also included to cover general maintenance of this building and funds have been increased for student employment. This budget includes \$315,119 for bond repayments.

The Recreation Center budget is continued at a level comparable to the previous year. This will provide for continued staffing and operations funds to meet the usage of this facility. Utility costs are a major component in the operating budget for this area, and the student employment budget has been increased. An equipment budget is also provided to replace and update items as needed. Funds are also budgeted for future equipment and renovation to this facility.

Table 7
Auxiliary Equipment Budget Trends
FY97-FY17



<u>Fiscal Year</u>	<u>Equipment Budget</u>	<u>% change</u>
FY97	\$ 900,570	17.5%
FY98	\$ 957,058	6.3%
FY99	\$ 1,010,358	5.5%
FY00	\$ 1,043,858	3.3%
FY01	\$ 1,147,858	9.9%
FY02	\$ 978,464	-14.7%
FY03	\$ 954,166	-2.5%
FY04	\$ 945,906	-0.9%
FY05	\$ 950,796	0.5%
FY06	\$ 942,796	-0.8%
FY07	\$ 878,780	-6.8%
FY08	\$ 944,488	7.4%
FY09	\$ 930,488	-1.5%
FY10	\$ 906,247	-2.6%
FY11	\$ 874,233	-3.5%
FY12	\$ 862,633	-1.3%
FY13	\$ 815,883	-5.4%
FY14	\$ 815,883	0.0%
FY15	\$ 763,883	-6.4%
FY16	\$ 714,583	-6.5%
FY17	\$ 714,583	0.0%

Note: Includes equipment funds for residence halls, food service, Student Union, etc.

FY 2017 AUXILIARY REVENUE BY CATEGORY

RESIDENCE HALLS

Room and Board \$19,950,000

This projection is based on an occupancy rate of 2,500 for residence halls and apartments. Spring occupancy is historically 93 percent of the fall semester.

Investment Income \$ 80,000

Income from investment is projected to be comparable to previous year's total.

Off-Campus Student Meal Sales \$ 625,000

This source represents income from purchase of residence hall meal cards by students who live off-campus. The projection is based on FY 2016 levels of sales.

Other Income \$ 785,000

Revenue from deposits, processing fees, rentals, commissions, and small sources is projected to be down slightly from FY 2016.

TOTAL RESIDENCE HALL INCOME **\$21,440,000**

STUDENT UNION**\$ 1,390,000**

This revenue source includes the transfer of enrollment fees based on full-time equivalent (FTE) students. Total revenues are projected to be comparable to FY16 and additional income sources include rentals, bookstore, and food service commission.

RECREATION CENTER**\$ 1,240,000**

Funds for operation of the Recreation Center and repayment of construction bonds come primarily from the transfer of enrollment fees based on FTE students. Other sources of income include rental of the facility to outside groups and faculty/staff membership fees.

SERVICE DEPARTMENTS**\$ 680,000**

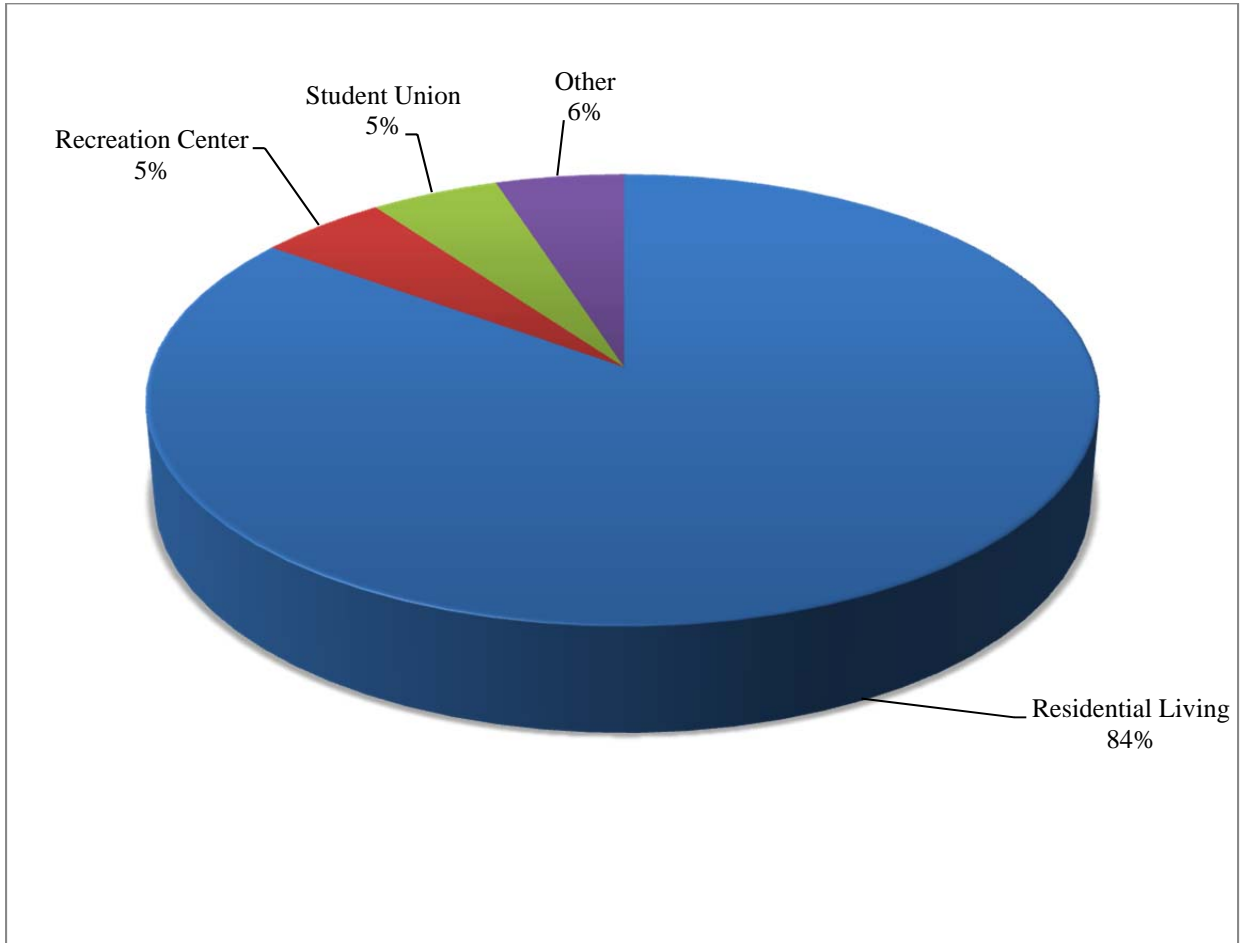
Several service departments are operated as auxiliary enterprises. Currently this includes Printing Services and the University Press. Revenue is projected to be level for FY17.

GRAND TOTAL AUXILIARY REVENUE**\$24,750,000**

FY 2017 AUXILIARY EXPENDITURES BY AREA

	Personal Services	Equipment	Operations	Total
Residential Living	3,339,003	548,468	13,518,922	17,406,393
Residential Living Bond Payments	0	0	3,485,440	3,485,440
Student Union	338,323	131,115	481,475	950,913
Student Union Bond Payment	0	0	336,919	336,919
Printing Services	210,045	5,000	260,000	475,045
Auxiliary Administration	96,230	0	18,589	114,819
University Press	232,127	0	0	232,127
Other Auxiliary	3,000	0	28,000	31,000
Recreation Center	464,232	30,000	210,022	704,254
Recreation Center Reserve	0	0	500,000	500,000
Transfer/Surplus	0	0	513,090	513,090
TOTAL	4,682,960	714,583	19,352,457	24,750,000

Table 8
FY 2017 AUXILIARY EXPENSES
BY MAJOR AREA



FISCAL YEAR 2017 RESTRICTED FUND BUDGET

Executive Summary

This budget includes funds from outside grants and other sources (state and federal) which are restricted in nature. Examples include federal programs such as McNair and Upward Bound and state-funded activities such as the Regional Professional Development Center. Due to the nature of these programs and the fact that the federal fiscal year does not match Truman's fiscal year, all revenues in this budget are estimated.

Projected Restricted Revenues and Expenditures

Major activities supported through restricted funds include the following:

Upward Bound \$ 405,000

This program is part of the federal TRIO program funded by the Department of Education. It is designed to assist high school students in building the skills and motivation necessary for college success.

McNair \$ 255,000

Truman has received McNair funding since 1992. The program is designed to provide disadvantaged college students with preparation for graduate programs.

Regional Professional Development Center \$ 785,000

The Regional Professional Development Center is operated in conjunction with Truman's School of Health Sciences and Education. The center is funded by the Missouri Department of Elementary and Secondary Education and provides training and support to public schools in the northeast region. Any fee income generated by Regional Professional Development Center activities is restricted and must be returned to the state if not used for the program.

NSF-Preparing & Advancing Scholars in Mathematics & Computer Science

\$ 146,786

This grant will identify, recruit, nurture and educate talented young students and place them in academic and professional careers in mathematical and computer science.

NSF-Robert Noyce Scholars Program for Secondary Mathematics & Physics Teaching

\$ 360,218

This project will strive to impact physics and mathematics teacher shortages in Missouri and nationwide by creating a dual mathematics/physics secondary teacher preparation tract. The program will recruit and support students following this new contract.

NSF-Supporting Early Career STEM Majors

\$ 235,932

The goal of the S-STEM scholarship program at Truman State University is to increase the number of academically talented students who successfully complete a STEM baccalaureate degree and to increase the diversity of the STEM student body at Truman. The project supports talented students with demonstrated financial need who are majoring in Biology, Chemistry, Physics or related interdisciplinary programs.

Pell

\$4,925,000

Pell Grants are provided from federal funds to eligible students based on need. This amount is a projection as awards are contingent on the number of qualifying students enrolled.

SEOG

\$ 101,284

Supplemental Educational Opportunities Grants are provided from federal funds to eligible students.

Work Study

\$ 310,818

The College Work-Study Program includes federal funds to support part-time student workers.

Federal TEACH Grant

\$ 25,000

This grant provides up to \$4,000 to eligible undergraduate and graduate students who agree to teach specified high-need subjects at schools serving primarily disadvantaged populations for four years within eight years of graduation. This amount is a projection as awards are contingent on the number of qualifying students enrolled.

USA Funds – Hawthorne Foundation

\$ 100,000

Grants from the national nonprofit USA Funds will expand programs that accelerate degree completion, reduce college costs, and prepare students for high demand fields.

Other

\$ 189,326

There are numerous smaller grants and contracts from foundations and governmental sources designed for instruction, research and public service activities. This includes programs supported by HUD, Missouri Foundation for Health, NSF, U.S. Small Business Administration, and USDA.

TOTAL ESTIMATED FY 2017 RESTRICTED

\$7,839,364

FISCAL YEAR 2017
ESTIMATED RESTRICTED REVENUE AND EXPENDITURES

<u>Area or Program</u>	<u>FY 2017 Estimate</u>
Upward Bound	\$ 405,000
McNair	\$ 255,000
Regional Professional Development Center	\$ 785,000
NSF Preparing & Advancing Scholars	\$ 146,786
NSF-Robert Noyce Scholars Program	\$ 360,218
NSF-Supporting Early Career STEM Majors	\$ 235,932
Pell	\$4,925,000
SEOG	\$ 101,284
Work-Study	\$ 310,818
Federal TEACH Grant	\$ 25,000
USA Funds – Hawthorne Foundation	\$ 100,000
Other	\$ 189,326
TOTAL	\$7,839,364

COMBINED OPERATING BUDGET SUMMARY

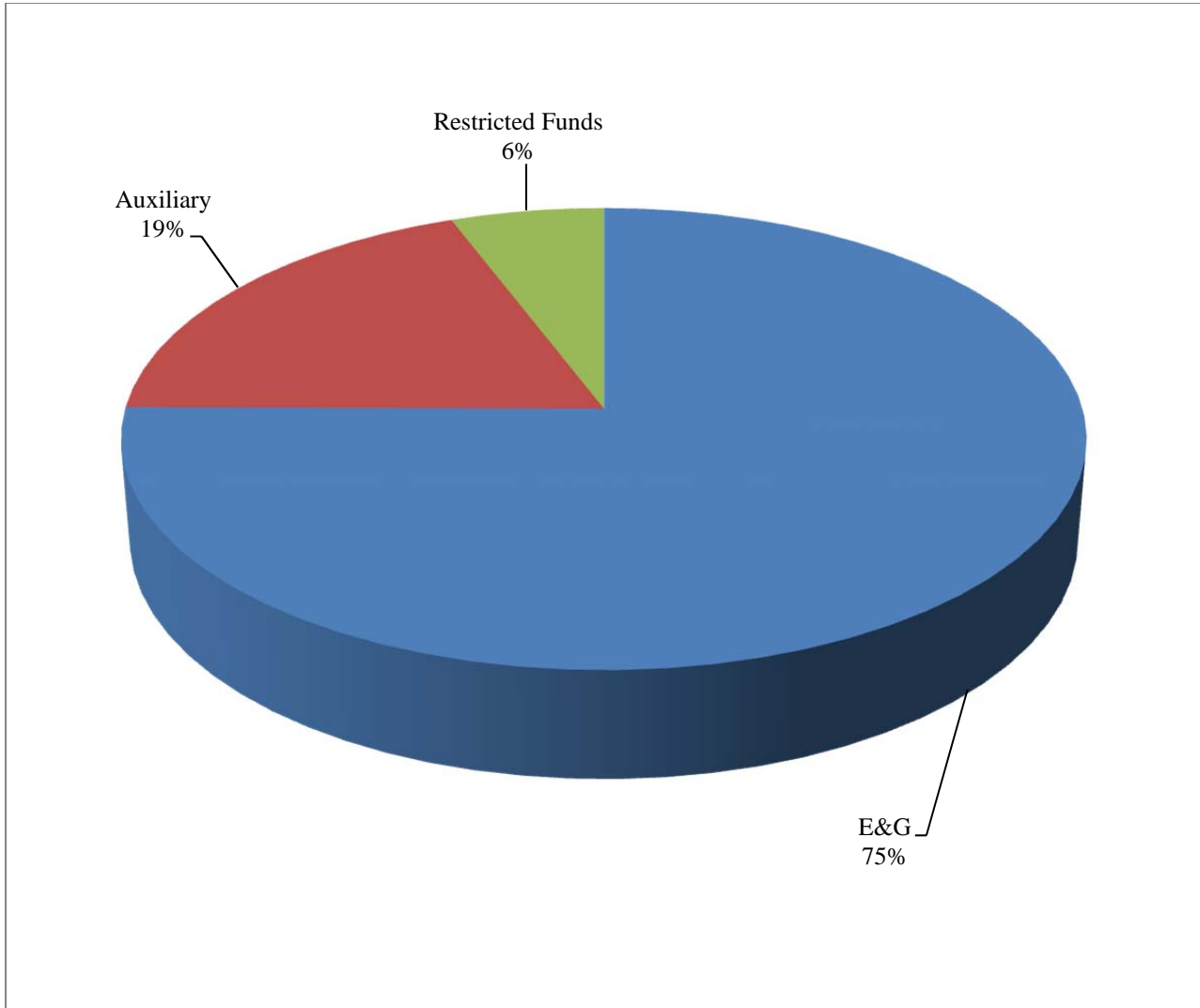
The combined operating budget for Fiscal Year 2017 totals \$129,907,089.

Education and General	\$ 97,317,725
Auxiliary	\$ 24,750,000
Restricted Funds	<u>\$ 7,839,364</u>
Total	\$129,907,089

Table 9 illustrates the combined operating budget distributed by type, and the Education and General budget represent 75% of the total.

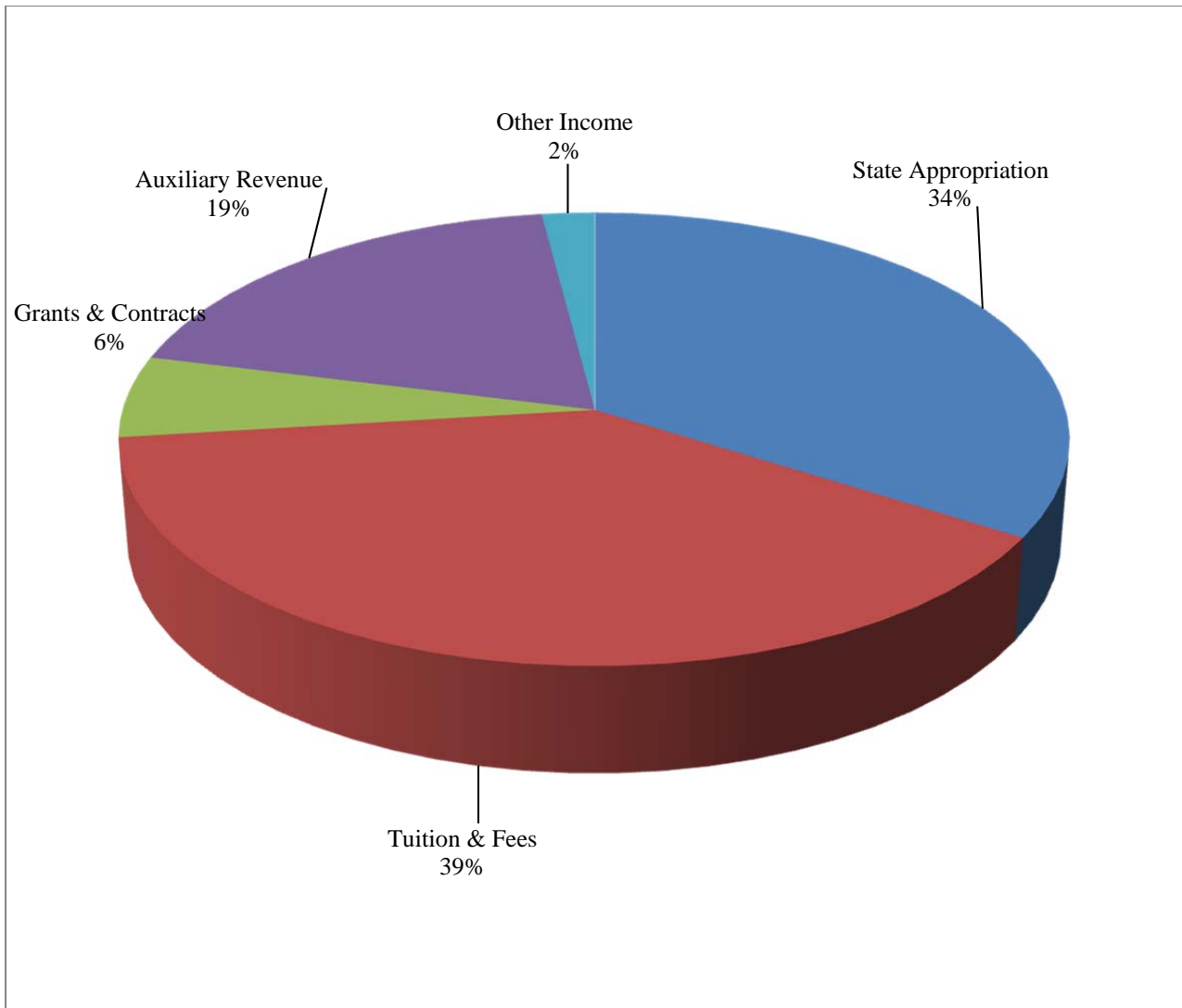
Projected revenues are equal to the various operating budgets, and Table 10 illustrates the sources of revenue which are combined to produce the funds needed. Major sources, in descending order, are Student Tuition and Fees, State Appropriations, Auxiliary Revenue, Grants and Contracts, and Other Income.

**Table 9
FY 2017 OPERATING BUDGETS**



Operating Budget	\$ Amount
E&G	\$97,317,725
Auxiliary	\$24,750,000
Restricted Funds	\$ 7,839,364

Table 10
FY 2017 Revenue Sources



Revenue Sources	\$ Amount
State Appropriation	\$44,681,673
Tuition & Fees	\$49,900,000
Grants & Contracts	\$ 7,839,364
Auxiliary Revenue	\$24,750,000
Other Income	\$ 2,736,052

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2016-2017 Policy for Faculty and Exempt Staff Salaries

Full-time and part-time faculty salaries for the 2015-2016 academic year will be increased by 2.5%, with the exception of those already under contract for FY17.

Full-time staff salaries for the 2015-2016 fiscal year will be increased annually by 2.5% with the exception of those already under contract for FY17.

Part-time staff salaries for the 2015-2016 fiscal year will be increased by 2.5%.

Equity Adjustments:

The President of the University may grant adjustments in salaries to a limited number of faculty or staff members, when required for the purposes of equity and fairness. Such adjustments made by the President are to be reported to the Board at its next regular meeting.

Promotion Adjustments:

Faculty members who are promoted in rank for the 2016-2017 academic year (excluding those whose salaries for the 2016-2017 academic year have been established by separate agreement) are to be given the following increases in their salaries for the 2016-2017 academic year:

<u>Academic Promotion</u>	<u>Amount</u>
Instructor to Assistant Professor	\$1,000
Assistant Professor to Associate Professor	\$2,900
Associate Professor to Professor	\$5,800

Note: The amounts for those promoted to Associate increased by \$200 and to Professor by \$400.

Full Professor Adjustment:

Individuals holding the faculty rank of Professor who are full-time faculty will be increased over and above the 2.5% across the board increase as follows based on the number of years in rank as a Professor at the end of Academic Year 2015-2016.

<u>Years In-Rank</u>	<u>Amount</u>
15 or more	\$1,000
10-14	\$ 750
1-9	\$ 500

2016-2017 Policy for Hourly Personnel Wage Rates

The standard starting wage for employees in clerical, secretarial and similar office positions is to be as follows during the 2016-2017 fiscal year.

Grade	Title	Hourly
A	Office Assistant 1	\$10.20
B	Office Assistant 2	\$10.45
C	Administrative Assistant 1	\$11.90
D	Administrative Assistant 2	\$13.50

Individuals above this scale who are non-exempt employees will receive an hourly wage rate increase of 2.5%.

2016-2017 Policy for Unit I Wage Rates

The hourly wage rates for employees in Unit I are to be the following amounts during the 2016-2017 fiscal year.

WAGE RATES FOR UNIT I

<u>Wage Status</u>	<u>Controls Technician</u>	<u>Grounds Mechanic</u>
Probationary	\$16.80	\$12.25
Step 1	\$17.70	\$12.65
Step 2	\$18.70	\$13.15
Step 3	\$19.80	\$13.75
Above Scale	*	*

<u>Wage Status</u>	<u>Mechanical Services</u>	<u>Building Trades</u>
Probationary	\$12.24	\$11.84
Step 1	\$12.86	\$12.35
Step 2	\$13.74	\$13.13
Step 3	\$14.45	\$13.72
Above Scale	*	*

*Individuals above scale in Controls Technician, Grounds Mechanic, Mechanical Services, and Building Trades will receive 2.5% plus \$0.30 per hour.

<u>Wage Status</u>	<u>Groundskeeper</u>	<u>Mover/Laborer</u>	<u>Housekeeper</u>
Probationary	\$ 9.79	\$ 9.57	\$ 9.39
Step 1	\$10.10	\$ 9.88	\$ 9.72
Step 2	\$10.71	\$10.49	\$10.32
Step 3	\$11.18	\$11.00	\$10.83
Above Scale	*	*	*

*Individuals above scale in Groundskeeper, Mover/Laborer, and Housekeeping will receive an hourly wage rate increase of 2.5%.

Probationary = Starting Pay
 Step 1 = After 90 days Probationary Period
 Step 2 = 1st year anniversary
 Step 3 = 2nd year anniversary

Individuals on Step Schedule receive applicable increases on anniversary date.

2016-2017 Policy for Off-Campus and Workshop Faculty Salaries

Instructors of off-campus courses and workshops are to be paid the following salaries during the 2016-2017 Fiscal Year.

<u>Status</u>	<u>Teaching Experience for the University</u>	<u>Salary for each Credit Hour of Instruction</u>
University Faculty Member	--	\$ 925
Non-University Faculty Member	Less than 5 years	\$ 925
	5 years or more but Less than 10 years	\$ 975
	10 years or more	\$1000

The 2016-2017 rates require a minimum of 20 students, with the salary decreased by 1/20 for each student fewer than 20 for off-campus Professional Development classes.

University faculty teaching workshops are paid at the rate of \$925 per credit hour provided tuition and fees cover the faculty member's salary and benefit costs.

Staff Early Retirement Incentive Program FY 2017

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Purpose

The Board of Governors of Truman State University recognizes that early retirement should be for the mutual benefit of the staff member and the University. This policy provides some staff members another alternative in planning for retirement.

I. Time Limits and Retirement Dates

The Early Retirement Incentive option is available to eligible full-time staff members, with a separation/retirement date no later than December 31, 2016.

II. Eligibility

Eligible for the program are all full-time staff currently employed at Truman, of at least 60 years of age, with 15 or more years of service at Truman as of December 31, 2016. Staff who have already indicated they are going to retire are not eligible for this incentive. The Early Retirement Incentive is not a guaranteed benefit. Eligible staff members must request the Early Retirement Incentive in writing to the Office of Human Resources not later than September 1, 2016. The program is limited to fifteen (15) applicants. Therefore, if interest exceeds fifteen applicants, selection will be based upon years of service at Truman State University as calculated from December 31, 2016. Such definition of "seniority" is used solely for the purpose of this program. In the event two applicants have the same seniority date, then the first come, first serve criteria will apply if necessary. Approved applicants will be notified by Human Resources and must complete and sign the Retirement Agreement and Release within ten (10) working days of notification of approval.

III. Incentive

The Retirement Incentive consists of the following:

Retention of Truman State University's contribution to the University's individual health insurance monthly premium benefit for five consecutive years from date of retirement or until the retiree becomes Medicare eligible, whichever occurs first. *The retiree will be responsible for any optional dependent coverage.*

IV. Enrollment Period

This incentive is being offered beginning July 1, 2016. Applications for early retirement must be received by September 1, 2016.

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MEMORANDUM OF AGREEMENT

by and between

TRUMAN STATE UNIVERSITY

and

LABORERS, LOCAL 773

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Appendix

- A Policy for Wage Rates
- B State Regulations for Military Leave
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MEMORANDUM OF AGREEMENT

ARTICLE 1

RECOGNITION

A. Bargaining unit:

With the objective of preserving the primary mission of the University, that of providing educational opportunities for all enrolled students, the Board of Governors of Truman State University acknowledges that Daniel C. Rogers, Chairman, State Board of Mediation, Jefferson City, Missouri certified the election results of an election held May 15, 1971, indicating that the following employees will be represented for the purpose of discussing general working conditions, employee benefits and services, opportunities for training, and grievances with the University administration under the provisions of Sections 105.500 through 105.530, Revised Statutes of Missouri, by Laborer's, Local No. 773, which is affiliated with Laborers' International Union of North America, AFL-CIO:

Regular full time employees of the Division of Maintenance Service, excluding supervisors, part time employees, office employees, clerical employees, student employees, Security Division employees, and employees in the Housing Department. For purposes hereof, regular full time employees shall include all employees who normally work a forty hour work week.

It is recognized that the "Division of Maintenance Service", as referenced in the preceding paragraph, is now called the "Physical Plant Department", and the two names have the same meaning for the purpose of this Memorandum of Agreement.

It is further recognized that as the result of a similar election on October 13, 1971, the Union was selected to represent the regular full-time "custodians and maids" in the Housing Department and most of the regular full-time employees in the Food Service Department and that the second group of employees was designated as Unit II. The parties acknowledge that all housekeepers (formerly called custodians and maids) in the residence halls are now a part of the Physical Plant Department and that the University has for many years procured its food service from outside contractors and thereby has no employees in the Food Service Department.

The parties agree that all current employees are located in Unit I and that a separate memorandum of agreement for Unit II is not needed at this time.

B. Duration:

This agreement shall become effective, **July 1, 2016 and shall remain in effect until July 1, 2018**, and thereafter from year to year unless notice by certified mail is given by either party to the other party of intention to terminate or modify this memorandum (other than a reopening of wage rates under Article 35) at least 60 days prior to **July 1, 2018**, or at least 60 days prior to any subsequent anniversary date of July 1st while this memorandum is still in force.

C. Definitions:

- 1) The Board of Governors for Truman State University is referred to herein as the Board of Governors.
- 2) Truman State University, and in some cases its administrators and its Board of Governors, are referred to herein as the University.
- 3) Laborers, Local 773, is referred to herein as the Union.
- 4) The group of employees described above in Section A and thereby covered by this Memorandum of Agreement shall be designated as Unit I and shall be referred to herein as the "bargaining unit".
- 5) Premium pay is defined to include holiday pay and shift differential.
- 6) The Family and Medical Leave Act is referred to herein as FMLA.
- 7) The Work Week shall be defined as beginning on Sunday at 12:01 AM and ending Saturday at 12:00 AM.

ARTICLE 2

STATEMENT OF RESERVED RIGHTS

- A. It shall be understood that the Board of Governors and the administration of Truman State University will not relinquish any of their legal responsibilities to appoint, remove, and fix the compensation, terms and conditions of employment and shall:
- 1) determine the size and composition of the work force;
 - 2) allocate and assign work or transfer work into or out of the bargaining unit, provided that this right shall not be used to undermine or weaken the Union;
 - 3) reduce the work force if necessary, and subcontract for business or economic reasons;
 - 4) designate the place of work and the nature of the work assigned an employee;
 - 5) not allow Union activity (on working time) involving recruiting new members, coercing non-members, interfering with, nor intimidating employees of the University;
 - 6) fix reasonable production standards;

- 7) merge or discontinue work areas;
- 8) reserve the right to invest in automation or technological changes which may displace bargaining unit employees;
- 9) not be required to notify the Union of disciplinary action (unless that disciplinary action is to become part of the employee's permanent record);
- 10) understand that this sole and entire existing agreement between the parties supersedes all prior agreements, commitments, policy, practices, whether oral or written, between the Board of Governors, the University, and the bargaining unit employees;
- 11) have the right to employ students and/or part time employees at a rate to be determined by the University for work within the bargaining unit (this shall in no way be construed to suggest that such employees shall be employed with the express purpose of displacing regular full-time employees within the unit);
- 12) use appropriate disciplinary measures.

B. Policy:

That by adopting this policy, the Board of Governors desires to make clear:

- 1) that the Board will not condone any type of attempted coercion, including striking or picketing, and
- 2) that the Board does not require any employee to become or remain a member of the Union, and
- 3) that any employee may, as always, personally discuss with or present to the administration any problem or suggestion or grievance concerning his or her job or working conditions, and
- 4) that no discrimination of any kind will be made, either in favor of or against, any employee because he or she is or becomes a member of this recognized labor union or does not become or remain a member of this union. All union eligible employees shall have the same privileges and benefits and shall be expected to assume the same responsibilities and abide by the same rules and regulations whether member of the Union or not.

ARTICLE 3

HOLIDAYS

- A. At least 10 holidays shall be observed by full time employees who work a 12 month schedule. These holidays shall be set by the University to best coincide with its

calendar and the dates shall be accounted for by administrative memorandum at least nine months in advance of the date.

- B. The President of the University may establish other holidays.
- C. Holidays are considered to extend over a 24-hour period and include shifts beginning at 12:00 midnight or later. Shifts shall not be split in such a way that premium pay is granted for a portion of the shift.
- D. When a holiday falls on a Sunday, the following Monday is normally observed as the holiday. If a holiday falls on a Saturday, it will normally be observed on the preceding Friday.
- E. An employee required to work on a holiday will be paid two and one-half times his or her regular straight-time wage rate for the hours worked in lieu of his or her holiday pay. The employee shall not "pyramid" premium pay rates.
 - 1) Holidays not worked shall be paid at straight time rates.
 - 2) Employees working on a holiday will not receive both premium pay for the holiday hours worked and weekly overtime pay for the same hours. In no case shall premium pay and overtime pay be pyramided or duplicated.
- F. Employees failing to work when scheduled on a holiday, unless excused by the appropriate supervisor, will disqualify themselves for holiday pay.
- G. In order to be eligible for holiday pay, an employee must be in paid status the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day following the holiday.
- H. If a holiday recognized by the University occurs during a vacation period, the holiday shall not be counted against vacation time.
- I. The observance of special recognized religious holidays may be permitted. In such cases, time off is charged to accumulated vacation leave, earned overtime, or leave without pay. Arrangements for observance should be made at least two days in advance.
- J. There shall be no shift differential paid for holidays that are not worked.

ARTICLE 4

VACATIONS

- A. Employees who are employed on a full time basis and expected to be employed for 12 months in each year shall be entitled to paid vacation time from the date of last employment as follows:

Length of Service	Rate of Accrual	Annual Accumulation
Upon initial eligibility	6.67 Hours per month	2 work weeks (10 work days)
After 5 years	10 hours per month	3 work weeks (15 work days)
After 14 years	13.33 hours per month	4 work weeks (20 work days)

- 1) At the beginning of the sixth year of continuous service, vacation leave shall accrue at the rate of 10 hours per month (15 working days per year) for personnel employed on a full time basis.
- 2) At the beginning of the fifteenth year of continuous service, vacation leave shall accrue at the rate of 13.33 hours per month (20 working days per year) for personnel employed on a full time basis.

B. An employee shall be permitted to accumulate up to twice the amount of vacation he or she accrues in that year. For example, an employee with less than six years of employment since he or she was last hired may accumulate up to 20 days of vacation (two times two work weeks) without losing any vacation time which has accrued but not been used.

- 1) In the event a new employee does not complete a period of six months continuous service, no paid vacation time will be due.

C. Upon resignation, or other termination of employment, paid vacation time will be computed on a pro rata basis if at least six months of continuous service has been rendered provided:

- 1) that the termination of the employee is not for just cause, or
- 2) that the employee is not on probation at the time of the resignation or termination.
- 3) The maximum payout of accrued vacation is 20 days or 160 hours.

D. Length of service shall be determined as follows:

- 1) If all service has been full time and has been continuous except for sick leave or authorized absences or for temporary interruptions of less than four months duration each due to the University's temporary lack of need of services of the employee, the employee's length of service shall continue from the original date of employment.
 - 2) If, after having been employed full time, an employee's employment is reduced to part time for the convenience of the University, but later reverts to a full time basis, the length of service will be determined by deducting from the total period of full time and part time employment any period of part time service which exceeds six months in duration.
 - 3) If an employee's employment is terminated and he or she later is re-employed for full time work, the employee shall be considered to be the same as a new employee insofar as allowed paid vacations are concerned.
- E. Paid vacation time must be earned before it is taken.
- F. Except as provided in D above, vacation time shall not accrue during authorized absences without compensation.
- G. Extra pay shall not be made in lieu of vacation leave unless otherwise agreed to by all parties.
- H. A permanent record of vacation shall be kept in each department and/or in a centralized common location for each employee from the beginning date of employment.
- 1) The maintenance of this record will be the responsibility of the head of the appropriate department. Vacation shall be accrued hourly.
 - 2) When vacation time is used, it must be promptly deducted from accrued vacation time.
 - 3) Any vacation used will be a minimum deduction of **fifteen minutes**.
- I. These records will be subject to inspection by the employee and/or Union representative from time to time.
- J. Vacation schedules shall be worked out according to the needs of the University and the department. When possible, however, consideration may be given to employees' requests. At least 30 days before periods when vacation approvals within a specific work group will be limited due to foreseeable special events or heavy workload, the University will give notice of the dates of the period and the maximum number of employees who will be allowed on vacation simultaneously.
- 1) When employees request vacations for the same period, employees with greater lengths of service receive priority.

ARTICLE 5

SICK & FAMILY LEAVE

- A. Full time regular employees accrue sick leave at the rate of one working day per month of completed continuous service.
- 1) Credit for sick leave accumulates during vacations and leaves of absence with pay.
 - 2) A half month or more of active employment will be considered a complete month in computing earned sick leave. Less than one-half month of active employment will be disregarded.
- B. Sick leave with regular straight time pay will be allowed an employee for absences from work when the absences are properly due to 1) illness or injury or 2) medical or dental appointments for the employee or his or her child or spouse or parent. The use of sick leave is subject to the following conditions:
- 1) That the employee has accrued sick leave pursuant to Section A of this Article.
 - 2) That sick leave pay is limited to 40 hours per week.
 - 3) That sick leave for medical or dental appointments is limited to a reasonable time and shall not exceed three hours without special permission of the University.
 - 4) That any sick leave used is deducted from accrued sick leave.
 - 5) That total compensation from combined sick leave pay and workers' compensation shall not exceed regular straight time pay for 40 hours per week, and in such event, sick leave pay shall be reduced accordingly.
 - 6) That any sick leave used will be a minimum deduction of **fifteen minutes**.
- C. Illness or injury which may cause an employee to use sick leave should be reported to the employee's immediate supervisor or to the Physical Plant Department as soon as possible.
- D. An employee may be required by the University to furnish satisfactory proof of injury, illness, or medical or dental appointment. In the event that an employee remains absent from work for a period longer than six working days then the University, at its election, may designate one or more practitioners of the healing arts to examine said employee and to provide a report in writing to both the employee and the University stating his or her opinion whether or not the employee is capable of returning to work. In the event that the employee shall refuse to submit to said examination then this refusal shall be just cause to terminate employment, or at the election of the University, to terminate all

sick leave benefits. In the event the doctor shall declare the employee fit to return to duty, failure of the employee to return shall be just cause for termination of employment, or at the election of the University, to terminate all sick leave benefits.

- E. An employee who is still recovering from an injury or illness, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work provided;
 - 1) The University is able to modify the employee's duties to accommodate the restrictions recommended by the physician.
 - 2) The employee will be able to perform productively under the restrictions, and the University finds that the remainder of the employee's normal duties can be reasonably delayed or performed by other employees.
- F. An employee who transfers from one department to another takes with him or her the balance of his or her unused sick leave. Sick leave records will be made available to employees on reasonable request.
- G. Sick leave accrued or granted prior to this Agreement and not used shall be retained.
- H. The University will recognize all accumulated unused sick leave as additional creditable service as allowed by MOSERS.
- I. Union employees will be eligible for all Medical and Family related leave benefits approved by the University's Board of Governors for full-time employees without faculty rank. A copy of the current policy is in the Appendix, Item C.

ARTICLE 6

OVERTIME

- A. Overtime work will be paid for at the rate of time and one-half of the employee's regular straight time wage rate, and all employees are expected to work when asked and when needed. Overtime is all authorized (in writing) time worked by an employee for the University that is in excess of 8 hours per day or 40 hours per week. However, if the University moves to a reduced work week that increases the number of hours worked per day but reduces the number of work days (i.e. a 4 day work week) then overtime will be paid only if the worker puts in hours in excess of 10 hours per day or 40 per week. For the purpose of computing overtime pay, the following will be counted as time worked: 1) a holiday for which holiday pay is received; 2) time off due to use of vacation time; and 3) time off due to use of earned sick leave. Overtime after 8 hours per day will not apply in weeks where time without pay is taken.
- B. Overtime will be fairly distributed to all employees within each job classification (by assigned building for housekeepers) on a rotating seniority basis. The University may, in its discretion, require any employee to work up to 20 hours overtime in any week.

- C. An employee required to work more than 16 consecutive hours shall be accorded either:
- 1) Double the amount of his or her hourly rate for all hours worked consecutively in excess of 16 hours; or
 - 2) Standard overtime pay for such hours worked consecutively in excess of 16 hours, plus release time at regular pay for his or her next scheduled eight hour shift, with such release time not to be deducted from any accumulated sick leave or vacation leave.
 - 3) Three days notice shall be given to employees for overtime, except in circumstances where the employer could not reasonably foresee that overtime would be necessary. As soon as the employer knows that overtime is necessary, the employer will immediately notify the employee of such.
- D. Overtime for the previous month shall be posted next to physical plant time clocks or in another location acceptable to the University and the Union. Payroll will send a copy of the monthly overtime posting to the Chief Steward.
- E. The work week definition under Article 1, Section C, Definitions will be used to calculate overtime.

ARTICLE 7

JURY DUTY

- A. Any employee covered in this agreement who shall be called for jury service shall report the call to his or her immediate supervisor and will be relieved from his or her duties for the reasonable time required for rendering such jury service.
- B. The employee shall be entitled to retain all compensation received for such jury service and no deduction shall be made in his/her regular compensation for the reasonable time he/she is absent from duty on account of responding for such jury service.
- C. "Reasonable time absent" will be interpreted to mean that an employee scheduled for the day shift and excused from jury duty is expected to report back to work for the balance of the shift if there are at least four hours work left on his/her assigned schedules. Employees normally scheduled to work on the second or third shift who are selected for jury duty will be expected to report for work in accordance with their assigned schedules if they are excused from jury service before having served four hours or more. The above would not apply if the jury duty is in another part of the state and travel time to the campus would make it unreasonable to do so.

ARTICLE 8

FUNERAL LEAVE

In the event of the death of an employee's family member, he or she shall be granted necessary time off with compensation according to the following: For husband, wife, mother, father, son, daughter, brother, sister, grandchild, step parent, step child, father-in-law or mother-in-law, up to a maximum of three working days. For sister-in-law, brother-in-law, aunt, uncle, grandparent, grandparent of spouse, great grandparent, or great grandchild, one working day, unless the employee can show cause for granting up to three days maximum. In this instance, the extra two days will be charged to earned sick leave or accrued vacation. Shift differential shall apply to funeral leave. In addition, employees may be excused from work with pay for the purpose of serving as pallbearers, for up to four hours at a time, subject to the limitations that employees be so excused with pay no more than twice in one year and that an amount of time equal to the excused time be deducted from accumulated sick leave. The employee may, with their supervisor's permission, use accrued vacation or accrued sick leave, to take additional days associated with funeral leave.

ARTICLE 9

PAY DIFFERENTIAL

- A. Shift Differential - An employee working the second or third shift shall receive, in addition to his or her regular pay, premium pay of 54 cents per hour effective July 1, 2014. The second shift is any shift that regularly starts on or after 2:00 p.m., but before 10:00 p.m. The third shift shall be any shift that regularly starts on or after 10:00 p.m., but before 5:30 a.m.

Shift differentials shall not be applicable to split shifts, "call-backs", or "call-ins", but it **shall be applicable to overtime worked during a scheduled shift**, vacation pay, sick leave pay and paid leaves of absence. **It shall not be applicable to those employees whose shift start time is before 2:00 p.m. but who are temporarily working overtime.**

Shift differentials shall not be applicable to hours worked outside second or third shift, unless the University makes a temporary, mandatory change in working hours that moves part of an employee shift outside of second or third shift. If an employee voluntarily requests and the University allows a temporary change in hours that moves part of the shift outside second or third shift, then the hours worked outside second or third shift shall not earn shift differential.

- B. Step Up Pay – When an employee who is not a Lead Person, is required to step up into the foreman position, that person shall be paid an additional \$1.35 an hour. For an employee receiving pay as a Lead Person who is required to step up into the foreman position, the person will receive an additional \$1 per hour.
- C. Asbestos work pay: Employees doing asbestos material removal work shall be paid an additional \$1.00 per hour above their normal wage for the actual time spent doing this type of work.

ARTICLE 10

EMPLOYEE STATUS

- A. A full time regular employee is one who works 40 hours or more per work week.
- B. A full time regular employee is defined as a person who is employed in a regular position that is expected to continue six months or longer. An employee will be considered a probationary employee until he or she has completed 90 calendar days of satisfactory employment.
- C. A temporary employee is defined as a person who fills a position that is established for a limited period of time of less than six months. Temporary, part time and student employees are not covered by this agreement.

ARTICLE 11

PROBATIONARY PERIOD

- A. All new full time employees will serve a probationary period of 90 calendar days, with a possible extension by the University of 90 additional days. The probationary period is designed to give the University an opportunity to determine whether the employee is suitable and qualified for the work for which he or she was hired, and the decision as to the employee's suitability and qualifications is the sole responsibility of the University. A probationary employee may be terminated at any time without recourse except as provided by law. Termination of employment or other disciplinary action by the University during the probationary period is not subject to the grievance or arbitration procedure.
- B. If an employee's service during the probationary period is deemed unsatisfactory but it is felt that his or her employment should continue in a probationary status rather than such employment being terminated, the recommendation that the employee's probationary period be extended an additional 90 days should be forwarded by the supervisor to the department or administrative head. In all such instances, the employee shall be counseled regarding the extension of his or her probationary period prior to the completion of 90 calendar days service. The employee may not remain in a probationary status for more than seven months, unless there is a change of jobs. A

probationary employee may be terminated at any time without recourse, except as provided by law, during an extension of his or her probationary period.

- C. Employees who have satisfactorily completed their 90 calendar day probationary period, and who are subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days, with a possible extension of 90 days, in the new position. If at any time within this qualifying period, it is determined by the University that the employee is not qualified for the position or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. In no case shall a request for a change be granted more than once each two years, unless the change is agreed to by both parties. An employee who is promoted or transferred to another position prior to completion of his or her probationary period will continue to be on probation until he or she has completed a qualifying period of at least 90 calendar days, plus a possible extension of up to 90 days, in the new position. If at any time within the qualifying period, it is determined by the University that the employee is not qualified for the new position, the University may return the employee to his or her previous position or a comparable one elsewhere at the University if the employee's service in his or her previous position was considered to be satisfactory.
- D. Employees who receive a leave of absence during the probationary period, as a result of a temporary close down or a reduction of operations, will have the probationary period extended by the length of the leave of absence if for a period of more than one month.
- E. There shall be no University responsibility for re-employment or continued employment of probationary employees.
- F. A new employee will receive the applicable wage rate for his or her job as shown on the wage rates schedule.

ARTICLE 12

TARDINESS AND ABSENCES

Attendance and punctuality are important to the University and the efficiency of an entire work group is impaired if every individual is not at his or her workstation at the appropriate time.

- A. Tardiness.
 - 1) Employees should notify their supervisors of any anticipated reasons that might cause them to arrive late for work on the following day.
 - 2) Employees are obligated to call in if they anticipate arriving late. Recognizing that it may often be difficult to notify the University of lateness caused by unforeseen circumstances (e.g., a flat tire, weather condition), call-ins for lateness due to emergencies will be required only if the employee expects to be

late for one-half hour or more. Upon arriving late, the supervisor should be notified and an explanation given.

- 3) Employees who are late will have a pay deduction in accordance with the following schedule unless arrangements are made with the supervisor to make up time lost as a result of the tardiness within the same work week:

0-7 minutes:	0
8 – 22 minutes:	¼ hour
23 - 37 minutes:	½ hour
38 - 52 minutes:	¾ hour
53 - 67 minutes:	1 hour

- 4) Employees who are frequently tardy, absent, or who leave work early may be subject to further disciplinary action or dismissal but the discipline or discharge imposed by the University shall be subject to the grievance procedure.
- 5) Time lost due to tardiness is to be recorded on the employee's time card or time-work record. An employee may not punch-in more than **7 minutes** before his or her work shift starts nor more than **7 minutes** following the end of his or her regular work shift. Punching in or out intentionally for another employee **will be subject to disciplinary action up to and including automatic dismissal.**

B. Absences.

- 1) In the event that an employee is unable to report to work for any reason, then the employee or someone in the employee's behalf shall, prior to the commencement of the employee's work shift, notify the employee's immediate supervisor or the Physical Plant Office that the employee will be absent. Failure to so notify the University, unless the failure is caused by an emergency, shall constitute cause for progressive steps of disciplinary action per the University policy.
- 2) An employee absent without previous permission or without notifying his or her supervisor is subject to disciplinary action including termination.
- 3) All absences from work whether with or without pay shall be recorded each day. Leaves with pay shall indicate the nature of the leave, e.g., sick leave, vacation, military leave, holiday, jury duty.
- 4) Because of the need for efficient scheduling of work, an employee who has been absent for an indefinite period will be expected to notify his or her supervisor at least two days before he or she expects to return to work if possible.
- 5) Any absence of more than three days for illness or injury, regardless of whether accrued sick leave or vacation has been requested will be reported to Human Resources.

ARTICLE 13

REST PERIODS AND MEAL BREAKS

Employees will be given two fifteen minute rest periods with pay during the normal work shift--the periods will be designated by the University. The times and locations for rest periods may be designated by the University. A meal time break of thirty minutes without pay for the evening meal shall be received by the employees who work the evening shift. The day shift employees shall normally receive a one hour lunch period without pay. Boiler room employees will eat while on duty.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

- A. Any full time regular employee may be granted a leave of absence without pay when approved by the proper authority in order to preserve his or her employment rights and benefits that are eligible for continuance.
- 1) All requests for leaves of absence without pay of 30 calendar days or more must be submitted in writing for approval or disapproval by the University. Leaves of absence of less than 30 days may be handled as excused absences.
 - 2) A leave of absence may be granted for a period not to exceed one year.
 - 3) Extensions of approved leaves of absence shall not exceed one year.
 - 4) A leave may not be granted for purposes of working for another employer.
 - 5) Sick leave and vacation days do not accumulate during leaves of absence without pay.
- B. A leave of absence without pay may be granted within the provisions of FMLA or for any exceptional personal reason if approved by the President of the University.
- C. Upon expiration of a leave of absence of less than two months the returning employee shall be reinstated to his or her former position. In the event the former position has been abolished or when the leave of absence is in excess of two months and the former position is not available, the employee shall be eligible for reinstatement to an open position of similar requirements and compensation. The employee shall notify the University in writing two weeks in advance of his or her intent to return to work ahead of the agreed upon time if possible.
- 1) Should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available. The University will notify the employee in writing if there is not a position available.

- 2) Failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of the employee's services.

ARTICLE 15

ABSENCE DUE TO WORK-INCURRED INJURY OR OCCUPATIONAL DISEASE

NOTE: The provisions of this policy apply to any employee who is injured in the course of and arising out of his or her employment or who incurs an occupational disease compensable under the Missouri Workers' Compensation Act and hereinafter referred to as an "injured employee." It is the responsibility of the employee to report immediately to his or her supervisor or Department head all injuries or illnesses arising out of and in the course of his or her employment, regardless of the nature, severity or cause.

- A. It is the policy of the University that an injured employee shall be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to that injury during days he or she is working.
 - 1) All such absences shall be limited to the time required to obtain the necessary medical attention within a 15 mile radius of Kirksville. In the event that the professional services of a specialist are needed and necessary in the opinion of a licensed physician the restrictions above will be waived.
 - 2) An employee may be required to furnish satisfactory proof of such medical attention.
- B. Upon the recommendation of the attending physician, the employee may be excused from work with the deduction of sick leave for the balance of the day the injury occurs.
- C. Upon the recommendation of the attending physician that an injured employee is unable to return to work the following day, such employee may be granted leave without pay unless the employee elects to use any accumulated vacation or sick leave.
- D. During the waiting period (three days) immediately following an on-the-job injury or illness when payments under Workers' Compensation are not payable, the absence may be charged to any accumulated vacation or sick leave.

NOTE: The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a full day's regular pay from the University. Payment for vacation or sick leave is not considered in determining a "full day's regular pay". Workers' Compensation daily pay and sick leave pay shall not be pyramided to exceed 100% of the regular rate of pay.

- E. Following the three-day waiting period, an injured employee may elect to use accumulated vacation or sick leave subject to the following restrictions for time absent even though he or she is receiving benefits under Workers' Compensation:

- 1) up to one full day's vacation for each day of absence, or
 - 2) up to one day's sick leave for each day of absence.
- F. An injured employee whose injury arose out of and during the course of his or her work who is unable to return to work and who has been granted a written leave of absence shall continue to accumulate seniority and shall be permitted to accumulate vacation and sick leave allowances, for a period not to exceed one year. Such vacation and sick leave allowances may be credited to the account of the employee only upon return to an employment status.
- G. An injured employee who is still recovering, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work under the conditions set forth in Article 5, Sick Leave.

ARTICLE 16

WORKERS' COMPENSATION

- A. Workers' Compensation Insurance provides for the payment of medical expenses and compensation to any employee, hereinafter referred to as an "injured employee", who receives personal injuries arising out of and in the course of his or her employment or who incurs an occupational disease in the course of his or her employment and provides for death benefits should the accident or disease result in death.
- 1) The determination as to whether medical expenses and compensation are payable and the amount and duration of such payments are prescribed by state or other statutes and not by the University or the insurance company. In no case, however, shall the injured employee pyramid daily compensation to exceed 100% of his or her regular pay.
 - 2) A waiting period of three days is prescribed by law and no Workers' Compensation is payable for the waiting period, unless the disability shall last longer than four weeks, in which case payment for the three-day waiting period shall be allowed.
 - a) The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a regular day's pay from the University. Payment for vacation, sick leave, or for an official holiday is not considered in determining regular pay.
- B. For the purpose of computing salary and benefits in cases covered by Workers' Compensation the following computation will be followed:
- 1) The cash benefits received from Workers' Compensation will be supplemented by the University to the full regular day-time rate of pay computed to the nearest one-fourth (two hours) work day and the hours paid for by the University to the

nearest two hours will be deducted from accumulated sick leave or earned vacation time being charged for the absence.

- 2) In the event the Workers' Compensation check is sent directly to the employee, he or she shall present the check to the Business Office for computation reasons or shall lose his or her right to supplemental benefits from the University.

ARTICLE 17

MILITARY LEAVE

- A. Military leave will be granted in accordance with the regulations established by the Personnel Advisory Board and Personnel Division for state employees. Such regulations are currently set forth in Subsection 4 of Section 1 CSR 20-5.020 (4), leaves of absence, of the Code of State Regulations. A copy of the current subsection is attached as Appendix B.

ARTICLE 18

TIME OFF FOR VOTING

In compliance with the laws of the State of Missouri, the following policy is established in respect to employees of the Truman State University receiving time off with pay in order to provide them with an opportunity to vote at elections.

- A. The term "elections" as used herein shall be deemed to mean all elections which place local, state, and national candidates and/or issues before the general public.
- B. Employees who are qualified and eligible to vote at any elections held within the State of Missouri shall be relieved from duties and services at the University for a period of time for voting, which period shall not exceed three successive hours, including off-duty time, between the opening and the closing of the polls on the day of election.
- C. In providing the period of three successive hours between the opening and closing of the polls if any scheduled working time is involved, the employee shall be paid for that part of the scheduled working time for which it is necessary for the employee to be absent; provided, however, that the employee has, prior to election day, contacted his or her supervisor and requested to be absent from work for the purpose of voting.
- D. The supervisor shall have the right to specify the time which employees shall be relieved from duties and services so as to provide the three successive hours for voting, and the supervisor may assign employees to different absentee periods so as to maintain sufficient working schedules and forces at Truman State University. For example, if there are several employees working 8-12 and 1-5 p.m., the supervisor may allow some to report to work at 9 a.m. (allowing 6 a.m. - 9 a.m. as the three successive hours) and some to leave at 4 p.m. (allowing 4 p.m. - 7 p.m. as the voting period). In such cases the employee would be absent with pay one hour. Similarly, if an employee works a

shift 8:30-5:30, the supervisor may specify that he or she vote during the period 6 a.m. - 9 a.m. and miss ½ hour of work or 4 p.m. - 7 p.m. and miss 1 ½ hours of work.

- E. Employees whose hours of work give them three successive hours on election day between the opening and closing of the polls when they are not on duty with the Truman State University will not be eligible for any paid time off for the purpose of voting.
- F. If an employee who commutes cannot, because of his or her travel arrangements, reach his or her voting place within the period of three successive hours between the opening and closing of the polls, he or she should arrange to cast an absentee ballot.
- G. Any employee of the University who is a resident of another state and who commutes to work from another state will be treated the same as a resident of Missouri in the case of a national election and primary held in preparation of a national election, but shall not be granted any paid time off for the purpose of state or local elections.

ARTICLE 19

CHECK-OFF OF UNION DUES

- A. Employees who desire to have their regular union dues to the Union withheld from their wages may do so under the following procedure.

Any such employee desiring to assign and to have withheld from his or her wages shall execute a "Check-Off Authorization and Assignment" which shall provide, in addition to necessary identification, the following wording:

- 1) "I, the undersigned hereby authorize my employer, Truman State University, to deduct from my wages and to pay to Local 773 or its authorized representative, initiation fees and membership dues, in such amounts as may be established by such Local Union and in accordance with the agreement between such Local Union and my employer. This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 30 days and not more than 60 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same."
- B. The assignment and deduction of union dues as provided for herein will become effective the first day of the month after the request and authorization is delivered to the University Business Office providing it is delivered to the University Business Office not later than the 15th of the month.
- C. Such employees desiring such deduction shall execute the authorization provided for herein to be delivered to the University Business Office.

- D. The University is hereby authorized, upon the filing of such requests and authorizations, to deduct from any net earnings due and payable to such employee the regular monthly dues as may be certified to the University by the appropriate union. Such deduction shall be made once each month, and the University shall, monthly, forward to the designated official of such Union, the following:
- 1) A copy of any "Check-Off Authorization and Assignment" filed as provided with the University during the preceding month.
 - 2) A list of only such employees for whom the University had made a deduction showing the amount of dues deducted for each such employee.

ARTICLE 20

PAY PROCEDURES FOR DAYLIGHT SAVINGS TIME CONVERSION

- A. It is the policy of the University that when changing from Central Standard Time to Daylight Savings Time, hourly employees working only seven hours as a result of the change shall be paid for actual time worked.
- B. In returning from Daylight Savings Time to Central Standard Time, hourly employees required to work a nine hour shift shall be paid premium pay for the additional hour if in excess of 40 hours for the work week.
- 1) Work schedules during the work week are not to be changed because of this wage-hour overtime regulation. The University has the right to establish work shifts.

ARTICLE 21

JOB OPENINGS, TRANSFERS & WORK ASSIGNMENTS

- A. Definitions: Occupational Group: one of the following: Housekeeping, Movers/Recycling, Grounds, Building/Facilities Trades, System Trades, and Boiler Plant.
Work Group: one of the following: Facilities Housekeeping, Facilities Trades, Academic Housekeeping, Movers/Recycling, Grounds, Building Trades, System Trades and Boiler Plant
- B. This Article does not limit the University's ability to make and revise individual work assignments. Nor does it limit the University's ability to convert any position to the type needed by the University.
- C. If a position opening exists in the Physical Plant Department, and the University decides to fill the position, the University will post a notice of the opening to allow qualified current Physical Plant employees to indicate an interest in the position. The notice will

include a description of the position and the anticipated wage rate. All posted material is subject to University approval. Any changes to job qualifications during or after a job posting shall be reposted for an additional 3 working days. The reposting will include clarification of the updates.

For work assignment openings to be filled from within a work group, a notice will be posted at time clocks for 3 working days, and those interested must sign the original notice in the respective office (e.g. Facilities office for Facilities housekeeping assignments, and the custodial warehouse for Academic housekeeping assignments). For openings that involve transfers from outside of the work group, the notice will be posted at time clocks for 5 working days, and those interested must sign the original notice in the Physical Plant office. Because there may not be any qualified current employees who are interested in a position, the University may publicly advertise a position opening concurrent with the internal posting. Physical plant will share a copy of the posting and the bid sheet with the Chief Steward. The University will consider, but not be obligated to, indications of interest from current employees within the same work group where a work assignment opening exists. Though a current employee may indicate an interest in a work assignment within their current work group, the University still reserves the right to keep the employee in their current assignment if it is in the best interests of the University to do so. However, under no circumstances will the University practice a pattern of discrimination against an employee showing interest in other assignments. Furthermore, the University will give 2-weeks notice before making non-temporary changes to an employee's work schedule or work area.

- D. For the purpose of this article, a "transfer" means a move from one work group to another. When a current employee is moved to an opening that is in the same work group and shift, this is considered an individual work assignment. The University will make individual work assignments based on the best interests of the University taking into account indications of interest by current employees.
- E. If more than one qualified employee applies for an opening outside of their current respective work groups, the one who is most qualified will be selected. If the qualifications of two or more applicants are considered to be equal, the employee with the most seniority will be selected. The University reserves the right to determine whether the employees concerned possess the desired qualifications such as relevant experience, physical fitness, training, aptitude, motivation, etc., to fill the position. If no current employees are found to be qualified, the University will go outside the bargaining unit and outside the University to fill the position.
- F. The seniority of each full time employee consists of his or her relative tenure with respect to other full time employees as recorded in the personnel records of the University. Seniority shall accumulate from the first day of full time employment in the employee's occupational group, but no employee shall be entitled to benefits of seniority until he or she has completed the required probationary period and any extension of such period.
- G. Any employee who has satisfactorily completed his or her probationary period, and who is subsequently transferred or promoted to another position, must serve a qualifying

period of 90 calendar days in the new position. If at any time within this qualifying period it is determined by the University that the employee is not qualified for the position, or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. To avoid seasonal requests for job assignments, transfers shall not be granted to an employee more than once each two years, unless agreed to by all parties.

- H. If an employee being granted a job transfer has previously satisfactorily completed his or her probationary period of 90 calendar days, and if the transfer involves a reduction in the wage rates, the probationary wage rate will be waived during the qualifying period in the new position. If the transfer involves an increase in wage rate, the probationary rate will be used during the 90 calendar day qualifying period in the new position. If the step-1 wage for the new position is less than the transferring employee's previous wage, but the step-3 wage for the new occupational group is higher than the step-3 wage for the person's previous occupational group, then the employee shall keep their previous wage until they reach a step that increases their wage. The length of probationary periods is not defined by this article – see article 11.

ARTICLE 22

CALL-IN AND CALL-BACK AND SCHEDULED AFTER-HOURS WORK

- A. An employee "called-in" to work on a day when he or she has not been scheduled will be paid a minimum of three hours at the overtime rate for the "call-in." If the actual work hours for a "call-in" exceed three hours, the employee will be paid the actual hours worked, at the overtime rate. For example, an employee called in to work a time he or she has not been scheduled, who works 1.5 hours would be paid 3 hours at overtime rate or 4.5 hours total.
- B. An employee, who has completed his or her work schedule has left the campus and is subsequently "call-back" to work, will be paid a minimum of three hours at the overtime rate for the "call-back." If the actual work hours exceed three hours, the employee will be paid the actual hours worked at the overtime rate. If an employee is called in or called back additional times, within three hours of the previous call, he/she will not be paid more than once for call-in/call-back paid time that overlaps.
- C. Scheduled After hours work: An employee scheduled to work any time that is non-continuous with their normal work hours (therefore requiring an extra trip to and from the campus) will be paid a minimum of three hours at the overtime rate for the scheduled after-hours work. If actual time for the scheduled after-hours work exceeds three hours, the employee will be paid for the actual hours worked, at the overtime rate.
- D. An employee called to work before his or her normal shift time begins and who continues working into his or her regular shift will not be considered to be either called-in or called-back and will be paid only for all hours worked. If there is a reasonably brief period not to exceed 30 minutes between the time of completing the

work for which he or she is called in early and his or her normal starting time, this time will be considered also as time worked.

- E. Each employee is expected to work when called unless excused for good and sufficient reason, which is to be administered by reasonableness and fairness. Employees called in are expected to do whatever work is necessary even though not part of their regular duties.
- F. The hours credited for work on a call-in or call-back will not include travel time to or from home as the minimum pay provision is to allow for the inconvenience and the travel time involved.
- G. Shift differential premium pay will not be paid for "call-in" and "call-back" work.
- H. In case of call-in and call-back where the employee is required to work more than four hours or where an employee is held over for an additional four-hour period, he or she will be given 30 minutes paid time off for mealtime.

ARTICLE 23

LEAVE OF ABSENCE--UNION BUSINESS

- A. A leave of absence for up to one year will be granted to a regular full time employee of the University who has been elected or appointed to an office of the Union, or as a delegate, necessitating a leave of absence. Such leaves of absence will be granted only when the requests are made in writing by the appropriate Union officer addressed to the Physical Plant Director with a copy of the request addressed to the employee's immediate supervisor. The request for leave of absence is to give the dates the leave of absence will begin and end with two weeks notice before the beginning. The leave of absence is without pay.
- B. Such leave of absence may be renewed for an additional period when circumstances warrant renewal.
- C. No more than three employees or 30 percent of the employees, whichever is lesser, in any one work group may be on a leave of absence at the same time. In no case shall more than five employees out of the bargaining unit be on such leave at the same time.
- D. An employee on leave of absence for more than 30 days will not accumulate additional seniority of University service credit, nor will he or she be eligible for University benefits. The seniority or University service credits will be frozen as of the date the leave becomes effective. On returning from a leave of absence, an employee will have to his or her credit the same seniority and University service credits, which he or she had at the beginning of the leave of absence.

- E. A person who has been on a leave of absence as provided for above will be returned to the classification he or she occupied at the time his or her leave became effective, provided he or she is physically able to do the work, has the necessary seniority, and work is available.
- F. A person returning to work after a leave of absence of more than 30 days will give the University at least two weeks notice of his or her wish to return.
- G. A person who fails to report for work within five working days after expiration of a leave of absence shall be considered as having voluntarily quit unless he or she has a reason satisfactory to the University for needing additional time before returning to work. When such is the case, arrangements for an extension of the leave must be made with the University not later than the 14 day period following the expiration date of the leave, otherwise he or she will be considered as having voluntarily quit.

ARTICLE 24

SENIORITY

- A. A new employee entering the service of the University shall be considered as a probationary employee during the first 90 calendar days of service, and the employee will not be considered as having established any seniority rights until he or she has completed the probationary period and any extension of such period, after which seniority shall date from the employee's last date of hire.
- B. Seniority shall accumulate in the case of:
 - 1) Approved leave of absence (the University will give a written notice to the employee with a copy to the Chief Steward).
 - 2) Layoffs not in excess of two years, subject to recall requirements set forth in Section C, Subsection 6, below.
 - 3) Military service, provided application for reinstatement is made in accordance with the current laws.
 - 4) Short periods of illness where a written leave of absence is not necessary.
 - 5) Other legitimate reasons approved by the University.
- C. An employee shall lose his or her seniority and employee status in the event he or she:
 - 1) retires;
 - 2) quits;

- 3) is discharged for just cause;
 - 4) is laid off for a period in excess of 24 consecutive months;
 - 5) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the University; or
 - 6) is on continuous layoff of less than two years and the University directs a notice of recall to work to the employee's last known address on the University's records and the employee fails to report for work within five days after being called by the University, and the Union is given 48 hours in which to locate such employee and arrange for his or her reporting to work. Responsibility for informing the University of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two weeks, however, he or she shall be expected to return to work at the time specified by the University. The University may make exception to these time limits for good and sufficient reason.
- D. If an employee is rehired following a loss of seniority and employee status, as set forth immediately above, he or she shall be considered a new employee at the time of rehire.
- E. Any employee in the bargaining unit transferred by the University to a position which is excluded from the coverage of this Agreement may return to the bargaining unit within one year after date of transfer without loss of seniority. However, after one year, he or she will no longer accumulate seniority and will lose all seniority.
- F. Seniority lists shall be brought up to date at least annually as of July 1, and shall be posted in a conspicuous place. If an error is noted by an employee, he or she must call it to the attention of the University within 30 days.

ARTICLE 25

LAYOFF, REHIRING, AND JOB ABOLISHMENTS

- A. In the event it is necessary to adjust the work force, employees so affected may exercise their seniority within their occupational group, provided they are qualified as defined in Article 21.
- 1) In exercising seniority, employees may go to a job in the same wage rate as their present job or to a lower rated job.
- B. Rehiring will be affected in the reverse order of layoff.

ARTICLE 26

GRIEVANCE PROCEDURES

If there arise disputes between the University and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of this Agreement, such dispute shall be settled in the following manner:

- A. The employee having a grievance shall first take it up with his or her supervisor, within three working days from the occurrence of the matter about which the employee grieves, and every reasonable effort will be made to settle the problem promptly at that point. The employee shall have the right to have a steward present.
- B. If the matter is not settled within the above three working days period, the grievance shall be reduced to writing, signed by the employee, and the Union Representative and the employee shall take it up with the Physical Plant Director within five additional working days.
- C. If the matter is not settled within the above five working day period, the Union Representative shall appeal it to the President's designee within five additional working days. The President's designee shall, at the request of the grieving employee, schedule a meeting with all parties involved in the grievance for the purpose of reviewing the grievance. The President's designee will provide written answers to the grieving employee and the Chief Steward/Field Representative within 5 working days from the hearing. If the grievance is resolved, no further action will be necessary.
- D. If a settlement is not reached within the above five working day period, the Union shall have the right to request arbitration by serving notice in writing within 25 working days after the occurrence of the matter about which the employee grieves.
- E. Grievances not processed within the time limits set forth above or signed by the aggrieved employee may be considered in the grievance procedure but will not be subject to arbitration.
- F. It shall be understood that events which occurred before the signing of this agreement shall not form the basis for a grievance. This shall not limit the rights of any employee under the law.

ARTICLE 27

GRIEVANCE INVESTIGATION

- A. During all times when employees covered by this agreement are working, any officer of the Local or International Union shall have access to the University for the purpose of investigating or handling grievances. As a matter of courtesy, Union officials shall notify the Physical Plant Director of their arrival on campus. In no case shall such a visit be allowed to interfere with the scheduled work of the employees.

- B. One steward within a department, upon request made to the department supervisor, will be granted a reasonable time to investigate any grievance arising in the department during his or her scheduled working hours without loss of pay within a department. He or she must, however, report back to his or her supervisor promptly when his or her part in the grievance investigation has been completed. All other stewards shall utilize rest break time or meal time or their own time in resolving or in investigating grievances. In no case shall any stewards interfere with the work of the employees.
- C. The Chief Steward, upon request made to his or her supervisor, will be granted a reasonable time to investigate and process grievances during steps B and C during his or her scheduled working hours without loss of pay.

ARTICLE 28

STEWARDS

- A. The Union will furnish to the University, in writing, the names of any stewards authorized to act in behalf of the Union.

ARTICLE 29

SAFETY

Both parties recognize the great importance of maintaining safe and efficient practices at the University. It is agreed that all employees will be alert to any condition which may cause accidents or injury and are duty bound to report such conditions immediately to management. It is agreed that management will promptly investigate such conditions and if it finds the conditions unsafe it will take appropriate corrective action.

First aid supplies shall be made available in areas designated by the University.

For each employee whose job entails potential exposure to Hepatitis virus, the University will make arrangements for them to voluntarily receive Hepatitis vaccinations. The University will reimburse these employees for their out-of-pocket costs for these vaccinations.

ARTICLE 30

ARBITRATION

- A. If a grievance or dispute is not amicably adjusted, the Union may submit the grievance or dispute for final decision by an arbitrator. If the Union desires to submit the dispute to arbitration, notice must be given in writing to the University, and a joint request will be made of the Federal Mediation and Reconciliation Service to submit a list of five arbitrators. After the receipt of said list, the parties hereto shall strike names alternately

from said list, with the Union striking the first name, until one name remains. The remaining name shall be appointed the impartial arbitrator.

- B. The sole function of the impartial arbitrator shall be to interpret the meaning of the articles of this Agreement, and it shall in no way be construed that the arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have no authority to consider more than one grievance, unless the parties mutually agree to the contrary.
- C. The arbitrator's decision shall be in writing and shall be binding upon all parties concerned. It is understood and agreed that upon mutual consent of both the University and the Union, the impartial arbitrator may be selected by mutual consent without applying all the provisions of this article. The University and the Union agree that the expenses of the impartial arbitrator, travel, miscellaneous expenses, except for the expenses of each party's own witnesses, shall be borne equally by each party.

ARTICLE 31

STRIKES AND OTHER INTERFERENCES

The University agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the operations or any part thereof or curtailing any operations for economic reasons shall not be construed to be a lockout. The Union, its officers, agents, members and employees covered by this Agreement agree that there shall be no picketing, other than informational picketing which does not lead to a work stoppage, or interference with deliveries, there shall be no strikes, sit-downs, slow-downs, stoppages of work, or any unlawful acts that interfere with the University's operations and that they will take affirmative action to prevent and stop any that occur in disregard to this commitment. The Union, its officers, agents, members and employees covered by this Agreement further agree to cooperate with the University and to support the University's efforts to assure a full day's work on the part of the employees covered by this Agreement and that they will actively combat absenteeism and other practices detrimental to the efficient functioning of the University. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE 32

SUPERVISORS

- A. Supervisors shall be appointed by the University and shall work or supervise as directed by the University, and the number, work assignments, and relationships to each other, to the employees, and to the University shall be at the discretion of the University. Supervisors are not a part of the bargaining unit nor are they covered by the terms of this agreement.

- B. The question of supervisory status may be submitted to arbitration under the standards set forth in the National Labor Relations Act.

ARTICLE 33

GROUP INSURANCE

The University agrees to provide for bargaining unit employees the same insurance coverages that are provided by the University for non-bargaining unit hourly paid employees. Any modification or termination of the insurance coverage for non-bargaining unit hourly paid employees will automatically apply to bargaining unit employees.

ARTICLE 34

WAGES

The **FY 2017 Policy for Unit I Wage Rates**, as approved by the Board of Governors, which established the current wage rates, will be attached as Appendix A. The wage rates became effective on **July 1, 2016**, and will continue until changed by the Board of Governors.

ARTICLE 35

WAGE REOPENING

Either the University or the Union by giving at least 60 days written notice prior to **July 1, 2017** (or any subsequent annual anniversary of July 1st while this memorandum is still in force) may reopen this memorandum for the sole purpose of negotiating changes in the wage rates schedule which is then in force. If either party has served notice of its intention to terminate or modify this memorandum under the provisions of Article 39, Effective Dates, then the applicable wage rates schedule shall end at the same time as the Memorandum of Agreement, and a new wage rates schedule shall be one of the topics of discussion for any new memorandum of agreement.

ARTICLE 36

SAVINGS CLAUSE

In the event that any provision of this memorandum shall at any time be declared invalid by any court or administrative agency of competent jurisdiction, or the Attorney General of Missouri, the decision shall not invalidate the entire memorandum, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE 37

PROGRESSIVE DISCIPLINE

The University agrees with the tenets of progressive disciplinary steps and shall not discipline or discharge an employee without just cause. Progressive discipline will include the following steps:

1. Oral warning
2. Written reprimand
3. Suspension
4. Discharge

Written University policy for progressive discipline can be found in the Staff Handbook on the Human Resources web page.

In some cases, a disciplinary step may be skipped if the nature of the performance or behavior problem warrants. If a disciplinary step is skipped, notification will be given to a Union representative prior to the disciplinary action.

Major offenses such as violence or threats of violence, timecard fraud, theft, intoxication on the job, or conviction of a felony, shall fall under summary discharge and employees may be terminated even for the first offense. (Felony convictions must be reported to Human Resources.)

If an employee has a disciplinary action(s) taken against him or her and if subsequently, the employee has no disciplinary actions taken against him or her for a period of 24 months, the progressive discipline process will start anew.

Employees covered under this Agreement may request Union representation in any possible disciplinary situation. Employees may request to have a union steward/union representative present during disciplinary/investigatory discussions with management. Management shall make every effort to allow for union representation not to exceed a two hour wait time for union steward/union representative to be present.

Management is not required to inform the employee of his/her rights, it is the employee's responsibility to know and request representation per their contract rights.

ARTICLE 38

EMERGENCY CLOSURE

In certain unusual and emergency circumstances, campus operations may be temporarily suspended (such as cancellation of classes) through partial or full campus closure. In full closure, classes are cancelled, the majority of academic and administrative operations are

suspended, and employees (except those who are designated as being situationally critical for the event) are instructed that they should not report to work. Even in full closure some campus operations must be maintained such as the power plant, public safety and residential life. The necessity or feasibility of maintaining these operations will vary by the circumstances causing the closure, such as weather, health conditions, natural or man-made disasters, etc.

All announcements of changes in operations will be released by the President's Office through established campus processes. Only the President has the authority to cancel classes and/or suspend campus operations in part or in full. The President may place into immediate effect any emergency regulations and procedures deemed necessary or appropriate to meet the emergency, safeguard persons and property and maintain educational activities.

Situationally critical employees are defined as those employees designated as critical to the operation of the University and who may be required to work by their supervisor during a temporary closing. Situationally critical employees may differ, depending on the nature of the emergency. Situationally critical employees will be expected to promptly respond when called for emergency situations, unless excused for good and sufficient reason.

Pay Procedures for Nonexempt Employees: Regular nonexempt employees who are not required to work during full closure will continue to receive their regular pay for the duration of the closure, not to exceed 5 work days, based on their normal schedule. Those employees who are designated as situationally critical and who are required to work during full closure will receive their regular rate of pay up to their regular FTE. In addition, they will receive time and a half for all hours actually worked. Should a closure extend beyond 5 days, regular employees may use accrued vacation, sick leave or take leave without pay.

ARTICLE 39

EFFECTIVE DATES

This agreement shall be **effective July 1, 2016, and shall remain in effect until July 1, 2018**, and shall continue in effect thereafter from year to year unless notice by certified mail is given by either party to the other party of intention to terminate or modify this memorandum (other than a reopening of wage rates under Article 35) at least 60 days prior to **July 1, 2018**, or at least 60 days prior to any subsequent annual anniversary date of July 1st while this memorandum is still in force. If notice of intention to terminate or modify this memorandum is properly and timely given by either party, then this Memorandum of Agreement shall end on the applicable anniversary date of July 1st.

In Witness Whereof, the parties have executed this Memorandum of Agreement in duplicate on the date

LABORER'S INTERNATIONAL UNION TRUMAN STATE UNIVERSITY
OF NORTH AMERICA, AFL-CIO, LOCAL NO. 773

By _____
Clint B Taylor, Business Manager
Southern and Central Illinois Laborers'
District Council

By _____
Troy Paino, President
Truman State University

Date approved by the membership

Date approved by the Board of
Governors _____

Date signed by the Business
Manager _____
Kevin L. Starr

Date signed by the President of
of the University _____

ca

ITEM I.10

Soccer Field Press Box and Bleacher Replacement Project

DESCRIPTION AND BACKGROUND

The current bleachers and press box at the Soccer Field are in poor condition. This project was recommended by the Student Athletic Fee Committee and will be financed by that fee.

Project specifications were distributed to fifteen prospective bidders and advertised in general circulation newspapers. Three contractors submitted complete bid proposals. The project includes a concrete pad, electrical work, and installation of a pre-fabricated Press Box with heating and air conditioning and aluminum bleachers. Bids were received from SportCon AALCO Mtg. Co., St. Louis; Sparks Constructors, Kirksville; and Stanton Contracting, Kirksville. The low bid was from SportCon AALCO Mfg. Co. and the total project budget including advertising is \$125,000.

RECOMMENDED ACTION

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Soccer Field Press Box and Bleacher Replacement Project	\$125,000

BE IT FURTHER RESOLVED that the President of the University, or his designee, be authorized to accept the lowest and best bid for project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

Moved by _____
 Seconded by _____
 Vote: Aye _____
 Nay _____