The Board of Governors for Truman State University met on Saturday, August 14, 2010, on the University campus in Kirksville, Missouri. The meeting was held in the Conference Room of the Student Union, and the open session of the meeting was called to order shortly after 1:30 p.m. by the Chair of the Board of Governors, Matthew W. Potter.

A quorum was present with the following six voting members in attendance: Cheryl J. Cozette, Karen Haber, Matthew W. Potter, Kenneth L. Read, John W. Siscel, III, and Mark S. Wasinger. Mr. Potter noted that Mike Greenwell was absent from the meeting due to another commitment. The absence of Mr. Greenwell was recorded as excused.

Also participating in the meeting were all three of the non-voting members. Luke Freeland, the student representative, and John Hilton, an out-of-state member, participated in person. Mike Zito, the other out-of-state member, participated by conference call.

On July 29, 2010, Governor Jeremiah W. (Jay) Nixon appointed Michael A. Zito to replace Peter T. Ewell as an out-of-state, non-voting member of the Truman State University Board of Governors for a term ending January 1, 2016. The appointment took effect immediately since the Missouri Senate was not in session. The appointment must receive the advice and consent of the Senate within thirty days after the Senate has convened in regular or special session.

Call to Order
Mr. Potter, as Chair of the Board of Governors, called the meeting to order.

Minutes for Open Session of Meeting on June 25, 2010
Dr. Siscel moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on June 25, 2010, be approved.

The motion was seconded by Mr. Read and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted.

Chair Report
Mr. Potter welcomed all in attendance. He noted that the Finance and Auditing Committee met by conference call on Tuesday, August 10, and the Board of Governors Budget and Capital Projects Committee met earlier in the day.

Welcome to New Board Member—Michael A. Zito
Mr. Potter welcomed Mike Zito, the new out-of-state, non-voting member of the Board of Governors. Mr. Potter noted that Mr. Zito, a 1992 alumnus of the University, manages the Washington D.C. law office and commercial receivables practice group of Lathrop & Gage.

Resolution of Appreciation—Peter T. Ewell
Dr. Siscel moved the adoption of the following resolution:

WHEREAS, the Honorable Peter T. Ewell served as a member of the Board of Governors of Truman State University from December 1994 to July 2010; and

WHEREAS, during his three terms on the Board, Governor Ewell displayed an unparalleled commitment to the University’s quest for excellence and to its focus on student learning that will have a lasting impact on the future direction and success of the University; and
WHEREAS, Governor Ewell’s leadership and expertise aided the University for nearly thirty years, beginning with his evaluation of the University’s assessment program; his numerous consultancies; his editing of the *Five-year Planning Document of Northeast Missouri State University*; and his guidance throughout the University’s various planning efforts; and

WHEREAS, Governor Ewell’s talents and resources proved invaluable as he assisted with the planning for the University’s mission change to Missouri’s only statewide liberal arts and sciences university; and

WHEREAS, Governor Ewell’s recent work with the examination and final approval of a formalized presidential evaluation process will ensure clear direction and standards for current and future University leadership; and

WHEREAS, Governor Ewell is known worldwide as a leading authority in the field of higher education, as evidenced by his numerous professional honors, memberships, publications and awards, thus bringing prestige and recognition to himself, to the Board of Governors, and to the University;

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Truman State University hereby expresses its genuine gratitude to the Honorable Peter T. Ewell for his distinguished and commendable service as a member of the Board; and

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

The motion was seconded by Ms. Haber and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted.

**President’s Report**

Dr. Troy D. Paino, President of the University, began his report by welcoming Governor Zito and expressing his appreciation to Governor Ewell for his long and distinguished service to the University and the Board. President Paino then shared with the Board a report summarizing his external and internal relations activities from June 25 to August 13, 2010. He noted that one of the most meaningful events listed was held at the University Residence, an event to which Mrs. Paino had invited the Magruder family back for an extended Magruder Family Reunion. The Magruders shared many fond memories that evening of their time at the University and at the Residence, and President Paino noted that the celebration that occurred truly helped to transition his own family to the Residence and to this very special and unique time in their lives. President Paino then went on to highlight a number of other activities included in his report. He noted his participation in the American Association of State Colleges and Universities (AASCU) New Presidents Academy, discussions held with the Mid-Missouri Intercollegiate Athletic Association (MIAA) Chief Executive Officers to pursue expansion of the conference to 16 members, visits with potential donors for the Bright Minds Bright Futures Capital Campaign, participation in three Freshman Sendoffs, and the University-wide meeting held in July, a first step in the ongoing communication about the Fiscal Year 2012 Budget. President Paino noted that Alphonso Jackson, former Board of Governors member and former United States Secretary of Housing and Urban Development, had extended an offer to give his papers to the University library. Finally, on a lighter note, he mentioned that a local restaurant, Steve’s Garden Deli, had added a Paino Panini to its menu. President Paino then provided a brief report on enrollment, an update on the enrollment management software, and a summary of a number of initiatives taking place on campus in anticipation of the anticipated budget cuts including an on-going review of lines of business, the elimination of underutilized University structures, the development of a 16:1 Task Force, and the coordination of town hall meetings in the residence halls with
Isaac Robinson III, President of Student Government. President Paino noted that the new freshman class will be arriving within a week, and that he and Mrs. Paino plan to open the University Residence that Saturday afternoon to all first-year students and their parents. President Paino then distributed Truman attire, including a t-shirt with the Celebrating Community logo associated with the upcoming presidential installation.

**Academic Affairs Report**

Richard Coughlin, Interim Provost and Vice President for Academic Affairs, was joined by Dr. K. Scott Alberts, Director of the Portfolio Project and Associate Professor of Mathematics, in providing a report on Truman’s Portfolio Project.

**Student Affairs Report**

Dr. Lou Ann Gilchrist, Dean of Student Affairs, and Regina Morin, Associate Vice President for Enrollment Management, provided a report on Truman’s Summer Orientation Process.

**Athletics Report**

Jerry Wollmering, Director of Athletics provided the annual report on athletics.

**Advancement Report**

Mark Gambaiana, Vice President for University Advancement, provided an updated on advancement activities.

**Financial Report**

Mr. Wasinger, as chair of the Finance and Auditing Committee, reported on the committee meeting which was held by conference call on Tuesday, August 10. Mr. Wasinger provided an update on the External Audit Scope Revision resolution approved by the Board of Governors at the June 25 meeting which included the provision that a report on the federal programs determined to be eligible for audit be provided to the Board at its next meeting. Mr. Wasinger reported that the additional federal funds audits for the period ending June 30, 2010 included American Reinvestment and Recovery Act (via Department of Education Stabilization Funds) and American Reinvestment and Recovery Act (via National Science Foundation—MRI grant) at a total cost of $9,100. Mr. Wasinger, along with Judy Mullins, Comptroller, then provided a review of the financial reports of the University, which included a review as of June 30, 2010, of education and general revenues and expenditures and auxiliary systems revenues and expenditures, and a review as of June 30, 2010, of the Truman State University Foundation revenues and expenditures.

**Union Agreement Renewal**

Mr. Wasinger moved the adoption of the following resolution:

BE IT RESOLVED that the proposed changes in the renewal of the 2010-2012 Memorandum of Agreement for Unit 1 by and between Truman State University and Laborers, Local 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 2010 and Fiscal Year 2011 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 Dr. Siscel and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit A.
Construction Projects Report
Dr. Siscel, as chair of the Budget and Capital Projects Committee, reported on the committee meeting which was held earlier that day. Dr. Siscel then provided an update on construction projects which had been approved by the Board at previous meetings.

Contracts for Construction/Technology Projects Report
Dr. Siscel noted that one construction/technology project totaling $25,000 to $50,000 had been approved since the last meeting of the Board: Barnett Hall Switchboard Replacement at a project budget of $48,238.08.

Auxiliary Facilities Update
Dr. Siscel reviewed the annual report on the four phases of the Auxiliary Facilities Initiative.

Construction Project—Pickler Memorial Library Chiller/Cooling Tower Emergency Repair Project
Dr. Siscel moved the adoption of the following resolution:

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

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Project—Pickler Memorial Library</td>
<td>$80,000</td>
</tr>
<tr>
<td>Chiller/Cooling Tower Emergency Repair Project</td>
<td></td>
</tr>
</tbody>
</table>

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

The motion was seconded by Mr. Read and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit B.

Ratification of Change Order Approval—Asbestos Abatement for Pershing Project
Dr. Siscel moved the adoption of the following resolution:

WHEREAS, additional asbestos abatement work in Pershing has been identified; and

WHEREAS, it is advisable to proceed with a change order before the next regular Board of Governors meeting to authorize this work;

NOW, THEREFORE, BE IT RESOLVED that the President of the University or his designee be authorized to execute a change order to the contract with Gerken Environmental Enterprises amending the contract from the previous total of $21,061 to a new total not to exceed $32,961; 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.
The motion was seconded by Ms. Haber and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit C.

**Local Capital Budgets for Fiscal Year 2011**
Dr. Siscel moved the adoption of the following resolution:

> BE IT RESOLVED that the “Local State Funds Capital Budget – FY2011” and the proposed “Auxiliary Funds Capital Budget – FY2011” be approved and that copies of the budgets be attached to the minutes as exhibits.

The motion was seconded by Mr. Wasinger and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit D.

**General Revenue Request for Fiscal Year 2012**
Dr. Siscel moved the adoption of the following resolution:

> BE IT RESOLVED that the General Revenue Request for Fiscal Year 2012 be approved and ratified; and

> BE IT FURTHER RESOLVED that a copy of the General Revenue Request for Fiscal Year 2012, which lists the total amount of $95,616,620 with a State Funds Appropriations Request of $47,647,654, be attached to the minutes as an exhibit and that the President of the University be authorized to modify this request based upon input from the staff of the Coordinating Board for Higher Education, Office of Administration, and the Legislature as appropriate.

The motion was seconded by Dr. Cozette and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit E.

**Resolution Amending the Code of Policies Pertaining to Tobacco Use On Campus**
President Paino provided background on a proposed resolution to amend the Code of Policies of the Board of Governors which would prohibit the use of tobacco products in all outdoor areas of the University. Following discussion, Dr. Siscel moved that the resolution be tabled. The motion was seconded by Mr. Potter and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted.

**Agenda Items for Future Meetings**
The Board reviewed a list of proposed agenda items for regular meetings during the next year.

**Dates for Future Meetings**
Dr. Siscel moved the adoption of the following resolution:

> BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Friday, October 15, 2010, on the University campus in Kirksville, beginning at 1:30 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:
Saturday, December 4, 2010;  
Saturday, February 5, 2011;  
Saturday, April 9, 2011;  
Friday and Saturday, June 17-18, 2011; and  
Saturday, August 13, 2011.

The motion was seconded by Mr. Read and carried by a unanimous vote 6 to 0. Mr. Potter then declared the motion to be duly adopted.

Agenda Items for Closed Session
Dr. Siscel 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”; and
3. Confidential communications with the General Counsel; 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 Mr. Potter and carried by a unanimous vote of 6 to 0. Mr. Potter then declared the motion to be duly adopted.

The closed session of the meeting began shortly after 4:30 p.m.

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 15th day of October, 2010.

Kenneth L. Read  
Secretary of the Board of Governors

Matthew W. Potter  
Chair of the Board of Governors
MEMORANDUM OF AGREEMENT

by and between

TRUMAN STATE UNIVERSITY

and

LABORERS, LOCAL 773
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<td>Employee Status</td>
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<td>Probationary Period</td>
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<td>Stewards</td>
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<td>38</td>
<td>Effective Dates</td>
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Appendix

A  Policy for Wage Rates
B  State Regulations for Military Leave
C  Summary Provisions for Medical, Family and Funeral Leave University Policy
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, 2008 & 2010 and shall remain in effect until July 1, 2019, 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, 2019, 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 proceeding 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:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Rate of Accrual</th>
<th>Annual Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon initial eligibility</td>
<td>6.67 Hours per month</td>
<td>2 work weeks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(10 work days)</td>
</tr>
<tr>
<td>After 5 years</td>
<td>10 hours per month</td>
<td>3 work weeks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(15 work days)</td>
</tr>
<tr>
<td>After 14 years</td>
<td>13.33 hours per month</td>
<td>4 work weeks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(20 work days)</td>
</tr>
</tbody>
</table>

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 a half-hour.

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) No sick leave is allowed during the first three months of service. Upon completion of three months of continuous service, sick leave will be credited retroactive to the date of employment.

3) 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 a half-hour.

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, or step child, up to a maximum of three working days. For father-in-law, mother-in-law, 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 48 cents per hour effective August 1, 2008. 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 vacation pay, sick leave pay, paid leave of absence. It shall not be applicable to those employees who normally work a regular shift, but who are temporarily on an overtime basis.

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 120 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 120 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 120 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 120 calendar day probationary period, and who are subsequently transferred or promoted to another position, must serve a qualifying period of 120 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 120 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:

<table>
<thead>
<tr>
<th>Minutes</th>
<th>Penalty</th>
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<tbody>
<tr>
<td>0-5</td>
<td>0</td>
</tr>
<tr>
<td>6-11</td>
<td>1/10 hour</td>
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<tr>
<td>12-17</td>
<td>2/10 hour</td>
</tr>
<tr>
<td>18-23</td>
<td>3/10 hour</td>
</tr>
<tr>
<td>24-29</td>
<td>4/10 hour</td>
</tr>
<tr>
<td>30-39</td>
<td>5/10 hour</td>
</tr>
</tbody>
</table>

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 10 minutes before
his or her work shift starts nor more than 10 minutes following the end of his or her regular work shift. Punching in or out intentionally for another employee will mean 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.

H. Time off from work under Workers' Compensation will run concurrent with FMLA if applicable.
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.

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 120 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 120 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 120 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.

I. This article does not apply to overtime work that has been scheduled in advance by the supervisor.

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 120 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 effected 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 20092011 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, 200810, 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, 200911 (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 38, 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

DISCIPLINE

For minor offenses, such as brief tardiness, the University will use progressive disciplinary steps, which become more severe if offenses are repeated. The most severe step of progressive discipline will include termination. Written University policy for progressive discipline has been developed and will be distributed as soon as approved. For major offenses, such as, threats, timecard fraud, theft, etc., the University may take serious disciplinary action including termination, even for the first offense.

ARTICLE 38

EFFECTIVE DATES

This agreement shall be effective July 1, 2008, and shall remain in effect until July 1, 2012, 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, 2012, 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 dates shown below.

PUBLIC SERVICE EMPLOYEES' UNION, LOCAL NO. 773

By ________________________________

Business Manager

TRUMAN STATE UNIVERSITY

— By ________________________________

Barbara Dixon Troy Paine

President of the University
Date approved by the membership

Date approved by the Board of Governors

Date signed by the Business Manager

Date signed by the President of the University
ITEM J.3
Construction Project—Pickler Memorial Library Chiller/Cooling Tower Emergency Repair Project

DESCRIPTION AND BACKGROUND

During the week of July 5, 2010, the University discovered that the chiller at Pickler Memorial Library was malfunctioning due to high cooling tower water temperatures. (The rooftop cooling tower provides cooling for the chiller). It was determined that the cooling tower and chiller, which were installed in 1990, needed an extensive overhaul. The chiller manufacturer, McQuay, recommended that we shut down the chiller as soon possible and have it checked and repaired internally, to minimize the risk of damage. Sys-Kool was available to respond quickly to overhaul the cooling tower, and we found that Trane was able to respond quickly to provide a portable chiller with electrical generator to keep the library open during the repair work. Other companies were contacted, but they were unable to quickly respond. Projected costs initially were just under $50,000 and included the cooling tower overhaul, chiller repairs, chiller/generator rental, and generator fuel. During the work to rebuild the tower and repair the chiller, additional problems were identified. Given the high temperatures and humidity and the need to protect the library collection, it was determined that this work should proceed. As a result, the portable chiller/generator units were rented for an additional period and the cost of the entire project increased due to additional parts, labor and installation charges.

RECOMMENDED ACTION

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

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Project—Pickler Memorial Library Chiller/Cooling Tower Emergency Repair Project</td>
<td>$80,000</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the President of the University, or his designee, be authorized to accept the lowest and best bid for the 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 _______________________
ITEM J.4
Ratification of Change Order Approval – Asbestos Abatement for Pershing Project

DESCRIPTION AND BACKGROUND

The following change order was approved by a majority of voting members of the Board through ballot-by-mail on July 22, 2010. The ratification of such action is needed to document action in the official minutes of the Board of Governors. Voting Board members who submitted approval through a ballot-by-mail include Cheryl J. Cozette, Mike Greenwell, Karen Haber, Matthew W. Potter, Kenneth L. Read, and Mark S. Wasinger.

Asbestos abatement for the Pershing Project was originally limited as most of the project involves new construction. However, additional materials which include asbestos have been identified and the cost exceeds 10% of the original contract. Because asbestos abatement is a specialized process, Truman uses separate contractors which are not under the general contractor for this work. The abatement contract includes unit costs for such additional work, and it is important to proceed immediately to avoid delaying the overall construction process. The requested additional cost for abatement is $11,900 which is available under the project budget previously approved by the Board.

RECOMMENDED ACTION

WHEREAS, additional asbestos abatement work in Pershing has been identified; and

WHEREAS, it is advisable to proceed with a change order before the next regular Board of Governors meeting to authorize this work;

NOW, THEREFORE, BE IT RESOLVED that the President of the University or his designee be authorized to execute a change order to the contract with Gerken Environmental Enterprises amending the contract from the previous total of $21,061 to a new total not to exceed $32,961; 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 ________________________

Board of Governors
August 14, 2010
LOCAL CAPITAL BUDGETS FOR FISCAL YEAR 2011

Projected Resources: Local State Funds Capital Budget

Table 1 outlines the projects for the Local State Funds Capital Budget. The total recommended for the FY 2011 budget is $3,490,000.

The State Maintenance and Repair Funds have been reserved as a contingency for on-going projects and minor repairs to HVAC systems. If these funds are not needed for these projects, they will be used for other priority maintenance and repair needs, subject to approval by the Board of Governors.

The estimated FY 2010 carry-over funds and interest income from Education and General total $2,000,000. These funds will be used for University needs and priorities that cannot be funded by State Maintenance and Repair Funds or for which the M&R funds are inadequate. Included among these former purposes are utility and infrastructure improvements such as steam lines, chilled water lines, and campus repairs ($1,050,000) as well as land acquisition and site development ($250,000).

All proposed project expenditures will come before the Board of Governors following the usual procedures and will be subject to individual Board approval.

Projected Resources: Auxiliary Funds Capital Budget

For FY 2011 the funding sources for the Auxiliary Funds Capital Budget include the operating carry-over from the auxiliary enterprises for FY 2010. This operating carry-over and auxiliary interest income total is $2,055,000.

Table 2 shows $2,055,000 of FY 2011 funds allocated to the projects identified as the Auxiliary Facilities Initiative. This includes the residence halls, Student Union Building, and Recreation Center. As specified projects are developed, approval from the Board of Governors will be obtained following established procedures.

Board of Governors
August 14, 2010
Table 1
Local State Funds Capital Budget – FY 2011

State Maintenance and Repair Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-going Repairs to HVAC and Building Systems</td>
<td>$1,490,000</td>
</tr>
<tr>
<td>State Maintenance and Repair Subtotal</td>
<td>$1,490,000</td>
</tr>
</tbody>
</table>

FY 2010 Carry-over and Interest Income

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition &amp; Site Development</td>
<td>250,000</td>
</tr>
<tr>
<td>Masonry and Roofing Repairs</td>
<td>700,000</td>
</tr>
<tr>
<td>Utility and Infrastructure Improvements</td>
<td>1,050,000</td>
</tr>
<tr>
<td>Carry-over Subtotal</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Grand Total E&G Budget                                           $3,490,000

Notes: If actual funds available are less or costs for top priority projects increase above projected funds, some work would be deferred. Any balance or additions to the funds available would provide for project contingencies for existing projects. Withholdings of state funds may reduce the total available for the FY 2011 Local State Funds Capital Budget.
Table 2

Auxiliary Funds Capital Budget – FY 2011

For funding related to the design and construction of the projects for the Auxiliary Facilities including Residence Halls, Student Union Building & Recreation Center, with expenditures consistent with the funds available in each account.

<table>
<thead>
<tr>
<th>Total Budgeted</th>
<th>$2,055,000</th>
</tr>
</thead>
</table>

Board of Governors
August 14, 2010
NARRATIVE FOR FISCAL YEAR 2012
FUNDING REQUEST

I. Base Request

State funding from General Revenue and the lottery currently provides under 50% of the operating budget for Truman State University. The top budgetary priority involves funding for areas which will maintain educational quality and affordability at Truman. The following factors, which cover the costs of continuing current programs, were utilized to develop this portion of the FY 2012 funding request.

**Salaries – Benefits:** An increase of 4% for all personal service categories is requested. This includes faculty and staff salaries as well as fringe benefits. The goal is to provide funds to help increase faculty and staff salaries and cover escalating benefit costs such as retirement and health insurance. No general raises have been provided for faculty and staff during the past two fiscal years.

**Equipment:** The FY 2012 request calls for an additional 3% for equipment additions and replacement. This will provide funding for much needed equipment for both academic and support areas. With the proposed increase, academic equipment would be replaced more rapidly to meet technological changes.

**Library Operations:** Due to the costs of library acquisitions and materials and the need to restore library budgets, the request for this area is increased by 6%. This includes funds for books, periodicals and on-line subscription services and databases.

**Utilities:** Utility costs for FY 2012 are projected to increase by 9% over FY 2011 planned expenditures. This is due to anticipated increases in the cost of natural gas and electricity.

**Other Operations:** For FY 2012 all other operations expenditures are increased by 2%. Operations include office supplies, travel, educational supplies and similar items.

The table on the next page outlines FY 2011 planned expenditures for these categories and the FY 2012 request based on these factors. This base request item is the “cost to continue” current activities at Truman and is a 4.4% increase in state support. The base request assumes state funds would provide 60% of the budget, the level of state funding Truman last received in FY 2001. Additional Decision Items are summarized on page 3 of this document. The requested core increase plus the Decision Items result in a 11.3% increase in requested state funding compared to the FY 2011 core.
GENERAL REVENUE REQUEST
TRUMAN STATE UNIVERSITY
FOR FISCAL YEAR ENDING JUNE 30, 2012

I. Base Request

<table>
<thead>
<tr>
<th></th>
<th>FY2011 Planned Expenditures</th>
<th>Increase</th>
<th>Requested Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries – Benefits</td>
<td>$52,039,986</td>
<td>4%</td>
<td>$ 2,081,599</td>
</tr>
<tr>
<td>Equipment</td>
<td>3,000,714</td>
<td>3%</td>
<td>90,021</td>
</tr>
<tr>
<td>Library Operations</td>
<td>1,443,500</td>
<td>6%</td>
<td>86,610</td>
</tr>
<tr>
<td>Utilities</td>
<td>3,057,792</td>
<td>9%</td>
<td>275,201</td>
</tr>
<tr>
<td>Other Operations</td>
<td>31,237,915</td>
<td>2%</td>
<td>624,758</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$90,779,907</strong></td>
<td></td>
<td><strong>$ 3,158,189</strong></td>
</tr>
</tbody>
</table>

*Requested General Revenue Increase*  

$ 1,894,913

II. Decision Items

1. Funds for Mandatory Increases  
2. Maintenance and Repair: Protecting Investments  
3. Performance Funding: Pilot Project

*Decision Items Total*  

$ 2,941,800

Total Requested General Revenue Increase  

$ 4,836,713

FY 2011 Planned Core Budget Expenditures  

$90,779,907

**TOTAL FY 2012 BUDGET REQUEST**  

$95,616,620

State Funds Appropriation FY 2011  

$42,810,941

State Funds Appropriation Request FY 2012  

$47,647,654

*(FY 2011 Base + increases+decision items)*
II. Decision Items

1. Funds for Mandatory Increases

Funds are being requested by all four-year campuses to cover mandatory or non-avoidable cost increases which have been absorbed by institutions in recent years. This includes required contributions to MOSERS (the state retirement system), increases in the minimum wage rate paid to student employees, and increases in health insurance premiums. A two percent increase in state support is requested to fund these mandatory personal service increases. This decision item request is for $1,040,800.

2. Maintenance and Repair: Protecting Investments

Truman currently has over one-million square feet of state-funded buildings, and additional funds are requested for the upkeep of campus facilities. Prior to the core appropriation reduction for FY03, the CBHE funding formula provided $1,688,000 to Truman each year for maintenance and repair. Based on projected FY 2011 building replacement costs ($209,000,000) and the generally accepted standard of 2% of replacement costs, Truman needs $4.2 million annually for maintenance and repair. When combined with the current budget ($1,537,000) in this category, the requested additional $1,561,000 of state funding for maintenance and repair would make progress toward the goal of budgeting two percent of the current value of the state-funded facilities. If funded, this request would increase the maintenance and repair budget to 1.4% of the current building replacement value. This decision request is for $1,561,000.

3. Performance Funding: Pilot Project

This request involves Truman’s focus on improving retention and graduation rates, and would provide funds to support early intervention efforts targeting underachieving students. Specifically, academic departments will have incentives to focus on assessment measures and improve the retention and graduation rates. This decision item request is for $340,000.
Budget Timetable

This is the first step in the FY 2012 budget process. Truman’s request will be reviewed by the MDHE staff in August and September, and in October the Coordinating Board for Higher Education will make official budget recommendations for each campus. The next major step in the process occurs in January when the Governor presents budget recommendations to the General Assembly. Committee hearing will follow with appropriations finalized in May, 2011.