

TRUMAN STATE UNIVERSITY
Kirksville 63501

OFFICIAL MINUTES
OF THE
BOARD OF GOVERNORS

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OPEN SESSION
OF MEETING ON
JUNE 16, 2018

The Board of Governors for Truman State University met on Saturday, June 16, 2018, on the University campus in Kirksville, Missouri. A retreat was held in conjunction with the Board of Governors meeting. The retreat began at 8:30 a.m. The meeting began at 1:00 p.m. Both the retreat and the meeting were held in the Conference Room of the Student Union Building.

Participating in the retreat and meeting were six voting members: Sarah Burkemper, Cheryl J. Cozette, Laura A. Crandall, Jennifer Kopp Damron, Mike LaBeth and K. Brooks Miller. Jim O'Donnell was unable to participate and his absence was recorded as excused.

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

On March 7, 2018, Governor Eric Greitens appointed K. Brooks Miller to replace Susan Plassmeyer as a member of the Truman State University Board of Governors for a term ending January 1, 2024. The appointment of Mr. Miller was confirmed by the Missouri Senate on April 26, 2018.

On March 15, 2018, Governor Eric Greitens appointed Mike McClaskey to replace Michael A. Zito as an out-of-state, non-voting member of the Truman State University Board of Governors for a term ending January 1, 2022. The appointment of Mr. McClaskey was confirmed by the Missouri Senate on April 26, 2018.

On April 9, 2018, Governor Eric Greitens reappointed Cheryl J. Cozette as a member of the Truman State University Board of Governors for a term ending January 1, 2024. The appointment of Dr. Cozette was confirmed by the Missouri Senate on May 3, 2018.

Call to Order

Cheryl J. Cozette, Chair of the Board, called the retreat to order shortly after 8:30 a.m. and welcomed all in attendance.

The Board heard reports on enrollment and budget and reviewed a progress update on the 2016-2020 Truman State University Strategic Plan – *Truman Blueprint for Success: Intentional Experiences. Institutional Distinctiveness. Extended Reach. Organizational Excellence.*

The retreat ended at approximately 12:00 noon.

Call to Order and Chair Report

Cheryl J. Cozette called the meeting to order shortly after 1:00 p.m. and welcomed all in attendance. She then introduced and welcomed K. Brooks Miller and Mike McClaskey, two new members of the Truman State University Board of Governors.

Minutes for Open Session of Meeting on April 14, 2018

Sarah Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on April 14, 2018, be approved.

The motion was seconded by Mike LaBeth and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted.

Resolution of Appreciation -- Susan Plassmeyer

Mike LaBeth moved the adoption of the following resolution:

WHEREAS, the Honorable Susan Plassmeyer served as a member of the Board of Governors of Truman State University from February 2012 to April 2018, serving as Vice Chair in 2013 and Chair of the Board in 2014; and

WHEREAS, Governor Plassmeyer, during her tenure on the Board, played a critical role in decision making and demonstrated a genuine commitment to the University's pursuit of excellence and its focus on student learning; and

WHEREAS, Governor Plassmeyer effectively served as Chair of several Board Committees, including the Budget and Capital Projects Committee and the Presidential Evaluation Committee, providing invaluable leadership and a detail-oriented focus resulting in effective decision-making processes that have positively benefitted the University; and

WHEREAS, Governor Plassmeyer consistently carried out her duties while on the Board of Governors with the highest level of professionalism and grace, thus earning the respect and admiration of the Board and the administration, while serving as a role model of service to others by giving back to her alma mater; and

WHEREAS, Governor Plassmeyer also has the distinction of serving as the first student representative to the governing board of the University following the enactment of the law in the legislative session of 1984 adding a student representative;

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Truman State University hereby expresses its sincere gratitude to the Honorable Susan Plassmeyer for her guidance and leadership and for her distinguished and commendable service as a member and officer of the Board; and

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

The motion was seconded by Laura A. Crandall and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted.

President's Report

Dr. Susan L. Thomas, University President, provided a report on several items of current interest. She shared a selected engagements report detailing her activities since her last President's Report. President Thomas

provided a legislative report sharing updates on the Fiscal Year 2019 budget and possible funding for the Greenwood Center and the status of various bills and legislation effecting Truman and/or higher education. She also noted the work of the Missouri Department of Higher Education in regard to mission, financial aid, and facility reviews of each state university. Dr. Thomas concluded her report by providing an update on several ongoing staff and administrative searches.

Finance and Auditing Committee Report

Sarah Burkemper, Chair of the Finance and Auditing Committee, provided a report on the committee meeting held on June 11.

Financial Report

Sarah Burkemper, as Chair of the Finance and Auditing Committee, provided a review as of April 30, 2018, of education and general revenues and expenditures and auxiliary systems revenues and expenditures and a review as of April 30, 2018, of the Truman State University Foundation revenues and expenditures.

Missouri Securities Investment Program (MOSIP)

Sarah Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the proposal from Missouri Securities Investment Program (MOSIP) to provide short-term investment services be approved; and

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to execute a contract with MOSIP for short term investment services; and

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

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted and the Secretary designated a copy of the document as Exhibit A.

Academic and Student Affairs Committee Report

Laura A. Crandall, Chair of the Academic and Student Affairs Committee, provided a report on the committee meeting held on June 12.

Resolution Amending Chapter 5 of the Code of Policies of the Board of Governors Pertaining to Academic Programs -- Deletion and Inactivation of Programs

Laura A. Crandall moved the adoption of the following resolution:

BE IT RESOLVED that Section 5.010.2 of the Code of Policies of the Board of Governors of Truman State University entitled Academic Programs be amended by the deletion of the following programs:

Ada Programming, Graduate Certificate
Bioscience Informatics, P.S.M.
Computer Security, Graduate Certificate
Education, M.A.
Managerial Foundations, Graduate Certificate

BE IT RESOLVED that Section 5.010.2 of the Code of Policies of the Board of Governors of Truman State University entitled Academic Programs be amended by the inactivation of the following programs:

Art History, B.A.
Biology, M.S.
Russian, B.A.
Sustainability and Environmental Studies (Graduate Certificate)

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

The motion was seconded by Sarah Burkemper and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted.

Budget and Capital Projects Committee Report

Mike LaBeth, Chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held on June 12.

Construction Projects Report

Mike LaBeth, as Chair of the Budget and Capital Projects Committee, provided an update on construction projects which have been approved by the Board at previous meetings.

Contracts for Construction Projects and Equipment Purchases Report

Mike LaBeth also noted that one construction project totaling \$25,000 to \$100,000 had been approved since the last meeting of the Board.

<u>Project Name</u>	<u>Cost</u>
Stokes Stadium Fence Replacement Project	\$73,500

State Capital Improvement and Maintenance Request

Laura A. Crandall moved the adoption of the following resolution:

BE IT RESOLVED that the FY 2020 State Capital Improvement and Maintenance Request, to be submitted to the Coordinating Board for Higher Education and the Office of Administration, be approved and ratified; and

BE IT FURTHER RESOLVED that a copy of the document, which lists total requests of \$132,245,000 for FY 2020 thru FY 2024, be attached to the minutes as an exhibit; and

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

The motion was seconded by Sarah Burkemper and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted and the Secretary designated a copy of the document as Exhibit B.

Operating Budgets Fiscal Year 2019

Sarah Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the "Operating Budgets for Fiscal Year 2019" be approved and adopted for the 2018-2019 Fiscal Year; and

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

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

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted and the Secretary designated a copy of the document as Exhibit C.

Salary Policies Fiscal Year 2019

President Thomas noted that no action was recommended on salary policies at the June meeting due to the significant difference between the state appropriation approved by the General Assembly and the amount recommended for Truman in the Executive Budget proposed by the Governor. She noted that the Governor has until June 30, 2018, to sign the appropriation bills, and it is expected that a Board meeting will be held in early to mid-July to finalize the Operating Budgets and Salary Policies for FY 2019.

Union Agreement Renewal

Jennifer Kopp Dameron moved the adoption of the following resolution:

BE IT RESOLVED that the proposed changes in the renewal of the current Memorandum of Agreement for Unit 1 by and between Truman State University and Laborers' International Union of North America, Local No. 773, as highlighted in the attached document, be approved; and

BE IT FURTHER RESOLVED that the President of the University be authorized to execute a new memorandum of agreement for Fiscal Year 2019 and Fiscal Year 2020 with an incorporation of the recommended changes; and

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

The motion was seconded by Laura A. Crandall and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted and the Secretary designated a copy of the document as Exhibit D.

Enrollment Fees

Laura A. Crandall moved the adoption of the following resolution:

WHEREAS, Truman State University's permitted increase for Missouri resident undergraduate full-time students for the 2018-19 academic year is 2.1% under the terms of the Higher Education Student Funding Act; and

WHEREAS, the General Assembly passed a budget that maintains public universities' operating appropriations at the fiscal year 2018 funding level if tuition increases for Missouri resident undergraduate full-time students are held to one percent;

NOW, THEREFORE, BE IT RESOLVED that Truman State University will waive collecting 1.1% of the 2.1% increase which will result in an increase of 1% for students for the 2018-19 academic year under the terms of the Higher Education Student Funding Act, provided both of the following conditions are met for the 2018-19 academic year:

The Truly Agreed and Finally Passed FY 2019 operating appropriation for Truman State University is approved by the Governor; and

Truman State University receives the full appropriation less the traditional 3% withholding; however

If there are additional appropriation withholdings during FY 2019 above the traditional 3% withholding level, Truman State University will reinstate the tuition increase for students that was waived.

BE IT FURTHER RESOLVED that the following enrollment fees for full-time students be approved, effective with the 2018 Fall Semester:

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

Missouri Students.....	\$7,506 per academic year
Out-of-State Students.....	\$14,432 per academic year

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

Missouri Students.....\$8,819 per academic year
Out-of-State Students.....\$15,272 per academic year

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

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

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

- 1) A student activity fee of \$86 per academic year (\$43 per semester); and
- 2) A student government fee of \$4 per academic year (\$2 per semester); and
- 3) A student health fee of \$74 per academic year (\$37 per semester); and
- 4) An athletic fee of \$116 per academic year (\$58 per semester); and
- 5) An information/technology (itech) fee of \$34 per academic year (\$17 per semester); and
- 6) A sustainability fee of \$10 per academic year (\$5 per semester)

BE IT FURTHER RESOLVED that the freshman orientation fee be \$350 for freshman students during the fall semester, and a corresponding fee for freshman students participating in comparable orientation programs during other semesters, with each freshman student to pay such an orientation fee only a single time; and

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

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

on the above fees and charges, in accordance with Section 11.010 and 11.020 of the Code of Policies.

The motion was seconded by K. Brooks Miller and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted.

Agenda Items for Future Meetings

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

Dates for Future Meetings

Mike LaBeth moved the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, August 4, 2018, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

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

Friday, October 12, 2018;
Saturday, December 1, 2018;
Saturday, February 9, 2019;
Saturday, April 13, 2019; and
Saturday, June 15, 2019.

The motion was seconded by Jennifer Kopp Dameron and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted.

Agenda Items for Closed Session

Jennifer Kopp Dameron moved the adoption of the following resolution:

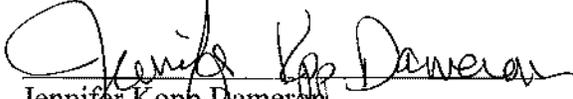
BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

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.

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 Laura A. Crandall and carried by a unanimous vote of 6 to 0. Cheryl J. Cozette then declared the motion to be duly adopted.

The closed session of the meeting began shortly after 2:00 p.m.


Jennifer Kopp Dameron
Secretary of the Board of Governors

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 4th day of August, 2018.


Cheryl J. Cozette
Chair of the Board of Governors



MISSOURI SECURITIES INVESTMENT PROGRAM



Missouri Securities Investment Program

Exclusively for Missouri Counties, Municipalities,
School Districts, and Other Political Subdivisions

William T. Sullivan, Jr.
Managing Director
sullivanw@pfm.com
4250 Veterans Memorial
Highway, Suite 3150 West
Holbrook, NY 11741
631-806-9470
www.mosip.org

Trish Oppeau
Director
oppeaut@pfm.com
77 West Port Plaza
Suite 220
St. Louis, MO 63146
314-619-1792
www.mosip.org

Jason Glidden
Senior Managing Consultant
gliddenj@pfm.com
77 Westport Plaza Drive
Suite 220
St. Louis, MO 63146
816-642-8552
www.mosip.org



MISSOURI SECURITIES INVESTMENT PROGRAM

Missouri Team



Bill Sullivan
Managing Director
32+ Years Industry Experience



Trish Oppeau
Director
18 Years Industry Experience



Jason Glidden
Senior Managing Consultant
22 Years Industry Experience

Client Services Group (CSG) 1-877-696-6747 option 3



Amber Cannegieter
Key Account Mgr.

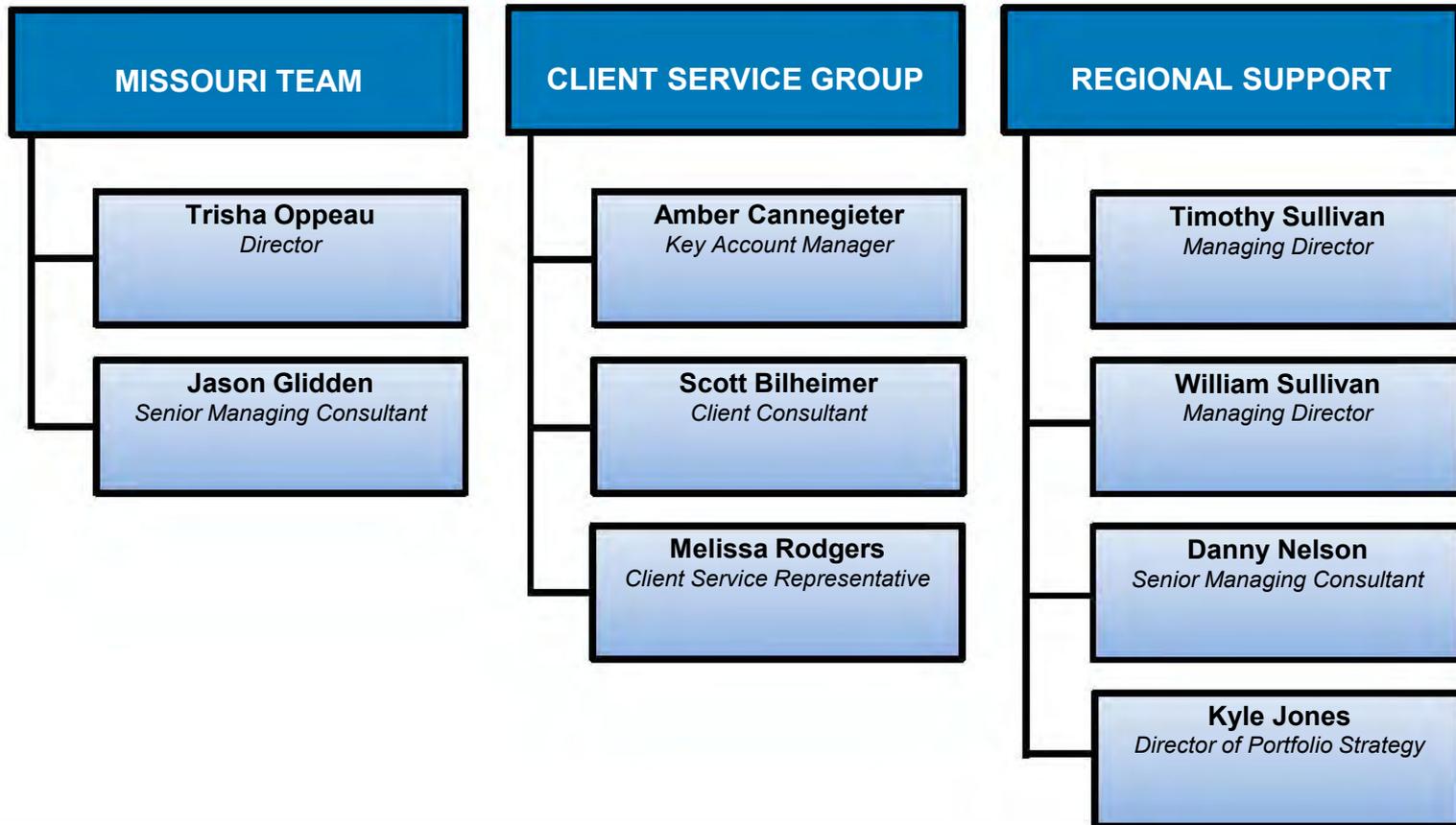


Scott Bilheimer
Client Services Rep



Melissa Rodgers
Client Services Rep

MOSIP Team





MISSOURI SECURITIES INVESTMENT PROGRAM

About MOSIP

- Established in 1991
- Statewide local government investment program owned 100% by its Investors
- Seeks to preserve safety, provide adequate liquidity, and maximize yield while minimizing expenses
- Investments meet applicable Missouri Investment Statutes
- Governed by MOSIP Board of Directors (elected by the investors)
- Over 300 members with current assets totaling over \$1.17 billion as of September 30, 2017
- Sponsored by the Missouri School Board Association (“MSBA”), the Missouri Association of School Administrators (“MASA”), the Missouri Association of School Business Officials (“MoASBO”), the Missouri Association of Counties (“MAC”), and the Missouri Municipal League (“MML”)



MISSOURI SECURITIES INVESTMENT PROGRAM

Board of Directors

Dr. Richard (Allan) Markley

MOSIP Chairperson

Superintendent

Raytown C-2 Schools

Ms. Amy Clendennen

MOSIP Vice Chairperson

Board of Education, Vice President

Webster Groves School District

Ms. Melissa Randol, Esq.

MOSIP Secretary / Treasurer

Executive Director

Missouri School Boards Association (MSBA)

Mr. Doug Hayter

Executive Director

Missouri Association of School

Administrators (MASA)

Mrs. Kim Cranston

Executive Director

MO Assoc. of School Business Officials

(MoASBO)

Mr. Dick Burke

Executive Director

Missouri Association of Counties (MAC)

Mr. Dan Ross

Executive Director

Missouri Municipal League (MML)

Mr. Gerry Lee

School Board Member

Springfield R-XII School District

Ms. Joël Cracchiolo

Chief Financial Officer

Lindbergh Schools

Mr. Anthony Rossetti

Superintendent

Webb City School District

Mr. Kyle McDonald

Board of Education Member

Cape Girardeau School District

Mr. Paul Northington

Chief Financial Officer

Rockwood School District

Mr. Charles Quinn

Board of Education Member

Waynesville School District



MISSOURI SECURITIES INVESTMENT PROGRAM

Professional Services Providers Hired by MOSIP Board of Directors

- **PFM Asset Management LLC** – SEC Registered Investment Adviser and Administrator with a fiduciary responsibility to MOSIP
- **PFM Fund Distributors, Inc.** – Marketing Agent
- **U.S. Bank, N.A.** – Custodian / Depository
- **RSM US LLP** – Independent Accountants
- **Gilmore & Bell, P.C.** – Legal Counsel



MISSOURI SECURITIES INVESTMENT PROGRAM

MOSIP Program Features & Services

- Two Series: MOSIP Liquid Series and MOSIP Term Series
- MOSIP Liquid Series is rated AAAM by Standard & Poor's*
- MOSIP Term Series. Please see slide 20 for important information regarding ratings
- All assets of the fund are held at U.S. Bank, N.A. (custodian bank)
- Ability to have multiple accounts
- MOSIP pays all expenses associated with investing in the Program, including custodian fees
- Monthly statements – daily transactions of activity
- Daily interest rate / yield quotes in accordance with SEC guidelines
- All MOSIP investments meet applicable Missouri Constitution laws and statutes on investing public funds

** Disclaimers referenced on slide 20.*



MISSOURI SECURITIES INVESTMENT PROGRAM

MOSIP Liquid Series

- Interest calculated daily and paid monthly
- \$1.00 minimum deposit, withdrawal, and balance requirement
- Internet access to all accounts via “EON” (MOSIP’s online system)
- Direct deposit
- ACH / Wire transfers
- Sweeps – PFM Asset Management LLC (“PFMAM”) through ACH, sweeps the balance from your local bank to your MOSIP Liquid Series Account
- Arbitrage rebate calculations

MOSIP TERM Series

- Seeks competitive interest rates
- Ladder maturities to meet known cash flow needs
- Select from a wide range of maturity dates
- Plan around your interest income stream
- Diversify your portfolio's maturity structure
- Seeks to optimize interest earnings
- Minimum investment of \$1 million is required and the investment period ranges from 60 days to 1 year with interest paid to investors upon maturity



	MOSIP TERM Series	MOSIP Liquid Series
Investment Period	60 Day Minimum 1 Year Maximum	One Day Minimum
Balance Requirements	\$1,000,000 Minimum	\$1.00 Minimum
Additional Deposits	\$1,000,000 Minimum	No Minimum
Statements	Daily Confirmation Monthly Statement	Daily Confirmation Monthly Statement
Withdrawals	Planned Redemption	Unlimited
Transactional Charges/Fees	None	None
Accounts	Unlimited	Unlimited
Rate	Fixed Rate	Variable Rate / Calculated Daily
Interest Earnings	Planned Redemption or Premature Redemption (requires 7-day notification)	Calculated Daily Paid Monthly
Credit Ratings*	AAAf – S&P AAAf – Fitch AAAfk - Kroll	AAAm – S&P

* Disclaimers referenced on slide 20.

Electronic Online Access

- **EON** (MOSIP's Electronic Online System) – requires no additional software to run; it can be accessed by logging in from MOSIP's website or by going directly to the website at eon.pfm.com
- **Reports** – provides you with current and historical information regarding your account(s), including monthly statements, daily confirms, and transaction history
- **Transactions** – allows you to perform various transactions on your account (wires, ACHs, automatic transfers) for both the current day as well as future dated transactions
- **Tools / Forms** – provides you with the ability to customize EON to be more useful to you and allows you to select default page and/or default account; additionally, you can access and print forms which will help you keep your account information up to date



MISSOURI SECURITIES INVESTMENT PROGRAM

Accessing Account Information

Provides you with current and historical information regarding your account by simply clicking on any of the options available

Reports

- Balance Summary
- Current Balance Summary
- Monthly Summary
- Previous Month Trans
- Month to Date Trans
- Query & Download Trans
- Pending Transactions
- Fixed Term Holdings

Statements

- Monthly Statements
- Daily Confirms
- Documents
- Statement Guide
- IP Statement Guide
- New Daily Confirm Format

Information

- Account Information
- Wire Payee Instructions
- ACH Payee Instructions
- Holiday Schedule
- EON Enhancements

Performing Transactions

Perform transactions in your accounts for processing today or in the future; settlement, or processing date, will default to the earliest possible date (however, you may always change it to a business day in the future)

Purchases

Initiate ACH Purchase

- Single Entry Form
- Multi-entry Form
- Flexible Batch Form

Wire Purchase Notify

Redemptions

Initiate ACH Redemption

- Single Entry Form
- Multi-entry Form
- Flexible Batch Form

Initiate Wire Redemption

Transfers

Transfer

Miscellaneous

Stop Payment Request

Pending Trans Manager

Additional Products

PFM Asset Management LLC, MOSIP's investment adviser, offers the following services:

- *Certificates of Deposit ("CD's")
- *Bond Account Management
- Arbitrage Rebate Calculations
- *Individual Portfolio Management

Other Products:

- **Payment Solutions

**Certificates of Deposit, Bond Account Management and Individual Portfolio Programs are not part of MOSIP itself, but the MOSIP Board of Directors have approved PFM Asset Management LLC (PFMAM) offering these programs to their Investors through a separate Investment Advisory Agreement with PFMAM.*

***Provided by PFM Financial Services LLC*

Investing Bond Proceeds*

Bond Account Management (“BAM”)

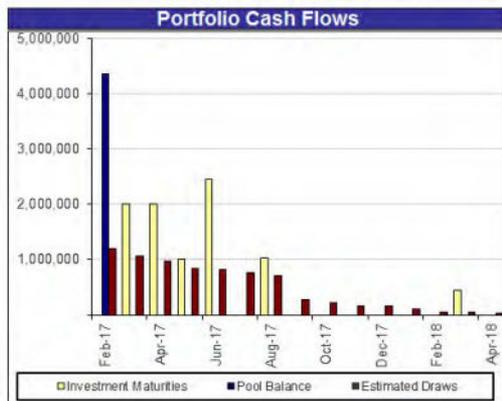
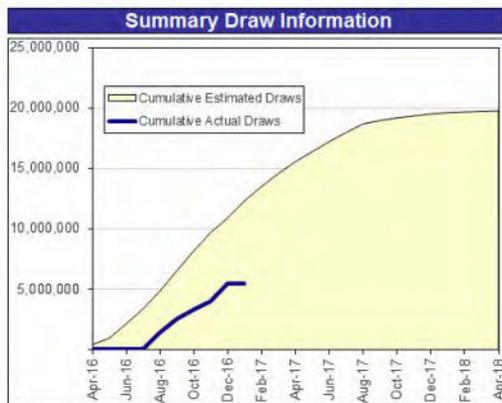
- PFMAM manages bond proceeds in accordance with expected cash flows
- The primary focus of the program is safety and liquidity
- All assets are held in a custodian bank in the entity’s name
- Fees are not a deductible arbitrage expense
- Quarterly draw schedule / performance reports are provided

Laddered Portfolio

- Seeks to match maturities to meet expected cash flows in the future
- The primary focus of the program is safety and principal preservation
- All assets are held in a custodian bank in the entity’s name
- Fees are not a deductible arbitrage expense

**The Bond Account Management Program is not part of MOSIP itself, but the MOSIP Board of Directors have approved PFMAM offering this program to their Investors through a separate Investment Advisory Agreement with PFMAM.*

Draw Schedule Monitoring



Charts for illustrative purposes only.

- Proprietary models allow us to closely monitor the use of the bond proceeds
- Should spending occur more or less quickly than anticipated, necessary adjustments can be made
- Market risk, although not eliminated, may be reduced by monitoring the draw schedule
- Active management of the portfolio will attempt to maximize income for your entity while maintaining safety of principal and adequate liquidity to meet upcoming draws

Bond Proceeds Management: IRS Arbitrage Compliance Services

- Evaluation of arbitrage rebate requirements for bond issue to design investment strategy
 - Possible exceptions to arbitrage rebate (e.g., 18-month or 2-year spending exception)
 - Arbitrage yield
 - Yield restriction requirements on investments
- Monitor arbitrage rebate liabilities
 - Annual financial statements provided
 - Rebate amounts may be set aside as liabilities are incurred
 - Investments can be optimized in line with rebate status
- Offers post issuance compliance
 - Gathers accurate information
 - Discuss any questions with the issuer and / or its legal counsel
 - Complete calculations, deliver reports, and maintain records

Individual Portfolio Management (IP)*

- PFMAM will create a comprehensive investment strategy and portfolio for your entity
- This process will include asset / liability review, cash flow review and analysis, investment policy review, establishment of acceptable benchmarks, and development of an optimal investment portfolio for the entity
- MOSIP will be used as the liquidity vehicle for your separately managed individual portfolio



**The Individual Portfolio Management Program is not part of MOSIP itself, but the MOSIP Board of Directors have approved PFMAM offering this program to their investors through a separate investment advisory agreement with PFMAM.*



MISSOURI SECURITIES INVESTMENT PROGRAM

MOST IMPORTANTLY:

MOSIP is **YOUR** Program

Owned by You, and Governed by You



MISSOURI SECURITIES INVESTMENT PROGRAM

Questions / Discussion



Disclaimers

- *This information is for institutional investor use only, not for further distribution to retail investors and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the investment objectives, risks, charges and expenses before investing in any of the Missouri Securities Investment Program's portfolios. This and other information about the Program's portfolios is available in the Program's current Information Statement, which should be read carefully before investing. A copy of the Information Statement may be obtained by calling 1-877-MY-MOSIP or is available on the Program's website at (www.mosip.org). While the MOSIP Liquid Series seeks to maintain a stable net asset value of \$1.00 per share and the MOSIP Term portfolio seeks to achieve a net asset value of \$1.00 per share at the stated maturity, it is possible to lose money investing in the Program. An investment in the Program is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Program's portfolios are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC.*
- *The Liquid Series has received a AAAM rating from Standard & Poor's (S&P). S&P's fund ratings are based on analysis of credit quality, market price exposure and management. According to S&P's rating criteria, the AAAM rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that this rating is not a "market" rating or a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit S&P's website (http://www.standardandpoors.com/en_US/web/guest/home).*
- *The Term portfolio has received a rating of AAAf from Fitch Ratings ("Fitch") and a AAAfk rating from Kroll Bond Rating Agency ("Kroll"). The ratings reflect Fitch's and Kroll's review of the Term program's investment and credit guidelines, the portfolio's credit quality and diversification, as well as the capabilities of PFM Asset Management LLC as investment adviser. The Fitch AAAf rating indicates the highest underlying credit quality (or lowest vulnerability to default). The Kroll AAAfk rating is based on the credit quality of the underlying instruments that comprise the portfolio and is influenced by the results of a qualitative assessment of the investment adviser. However, it should be understood that these ratings are not "market" ratings nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology visit www.fitchratings.com and www.krollratings.com/ratings/methodologies/rating-scales.*

**ITEM G.3
State Capital Improvement and Maintenance Request**

DESCRIPTION AND BACKGROUND

Capital funds requests are submitted to the Coordinating Board for Higher Education and the Division of Design and Construction, Office of Administration. This request outlines priorities for the next five years, or Fiscal Year 2020 through Fiscal Year 2024.

For FY 2020 to FY 2024, the requested funds are in the following broad categories:

Repair and Renovation	\$119,670,000
New Construction	<u>\$ 12,575,000</u>
	\$132,245,000

1. Pershing Phase 2, FY 2020

This request would provide funding for the portions of the Pershing renovation project which were deleted when state funds were withheld. It includes an allowance for redesign and inflation in construction costs. This facility serves Health and Exercise Sciences programs as well as Athletics and would focus on the original structure (1957) and the 1966 addition.

2. Greenwood Autism Center, FY 2020

Funds were appropriated in FY 2018 for renovation of Greenwood School as an Interprofessional Autism Center to serve the region. Due to state revenue issues only \$565,000 of the \$5.5 million appropriation was received. The design phase of the project is nearly complete and the project is ready to move forward when the balance is reappropriated. This request is for the project balance with an allowance for design completion and inflation.

3. Kirk Building Project, FY 2020

The Kirk Building Project would provide funds for a major renovation of this structure. Kirk Building would house offices, meeting spaces, and classrooms with an emphasis on student support services as it is adjacent to the largest concentration of student residence halls. This building was constructed in 1922 and has not had a major renovation.

4. Emergency Electrical Backup System, FY 2020

The emergency electrical backup system would provide electrical power to campus in the event of a natural disaster, terrorist act and other emergencies. Truman currently houses over 2,600 of its 6,000 students on campus. Current backup power sources are very minimal and only provide basic lighting for emergency exits, elevators, and fire pumps. Heating, cooling, refrigeration, computer systems, food preparation equipment, and other critical systems would be unable to support the over 6,000 students and nearly 900 faculty and support staff. Emergency electrical power would also not be available to support the three emergency shelters located on campus that support the University, City of Kirksville, and Adair County. This project involves the construction of a building to house equipment and purchase of three diesel generators and necessary switch gear to support the majority of campus

buildings especially maintaining heating or cooling for main buildings to include living areas, food services areas, and designated emergency shelter areas.

5. McClain Hall Project, FY 2021

This renovation project will complete the cycle of academic building updates which began with Violette Hall in 1995. It is designed to update McClain Hall (42 years old) to meet current building standards and also provide renovated spaces for academic and administrative needs. Major changes will include the heating and air conditioning systems, lighting and related mechanical systems. As part of the project the open bridge connecting Baldwin and McClain would be replaced with a structure linking the buildings. Academic departments benefiting from this project include History, Political Science, Economics, and Philosophy and Religion. Administrative offices would also be reconfigured to meet current needs.

6. Power Systems Infrastructure, FY 2021

Much of the campus power and utility infrastructure dates from the period of rapid campus expansion in the 1960s. The current electrical substation is at capacity, and as a result, several major buildings have been removed from the campus grid. This project would implement plans identified in the utility master plan to upgrade the steam, chilled water and electrical service on campus.

7. Pickler Memorial Library, FY 2021

Renovation of Pickler Memorial Library is needed to meet evolving technology. By 2020 it will be over 30 years since the major addition was constructed. It will be necessary to remodel the facility to meet current standards such as lighting and HVAC systems and make modifications to adapt to new technologies and instructional delivery patterns.

8. Violette Hall Project, FY 2022

Renovation of Violette Hall is needed to meet changing instructional needs and update the technological infrastructure as well as the HVAC systems in the building. This structure houses the School of Business as well as the Department of Education and the Departments of Mathematics, Statistics, and Computer Science. By 2022 it will be 29 years since the building was last renovated.

9. Barnett Hall Project, FY 2022

Renovation of Barnett Hall will be due based on a 20-year cycle. This will include updates to meet instructional needs, technology infrastructure, and HVAC systems. This structure houses five academic departments and serves a large number of students.

10. Maintenance/Central Receiving Facility, FY 2023

New maintenance shops, garages for vehicles and a central receiving facility would be considered the tenth project on the priority list. Existing facilities to be replaced include a former implement dealer site which is nearly 50 years old. Currently, Truman has no central receiving facility.

11. Ophelia Parrish Fine Arts Center, FY 2024

Renovation of the Fine Arts Center will be needed to update HVAC, technology, and life safety features. This facility was renovated and expanded in 2000. Improvements will be needed to meet changing instructional patterns.

FY 2020 State Capital Improvement and Maintenance Request

<u>Project/Facility</u>	<u>Category</u>	<u>Priority</u>	<u>Request</u>	<u>Fiscal Year</u>
Pershing Phase 2	RR	1	\$ 15,517,000	2020
Greenwood Autism Center	RR	2	\$ 5,389,000	2020
Kirk Building Project	RR	7	\$ 14,173,000	2020
Emergency Electrical Backup System	N	3	\$ 4,649,000	2020
McClain Hall Project	RR	4	\$ 27,144,000	2021
Power Systems Infrastructure	RR	5	\$ 18,897,000	2021
Pickler Memorial Library	RR	6	\$ 9,349,000	2021
Violette Hall Project	RR	8	\$ 8,086,000	2022
Barnett Hall Project	RR	9	\$ 8,063,000	2022
Maintenance/Central Receiving Facility	N	10	\$ 7,926,000	2023
Ophelia Parrish Fine Arts Center	RR	11	\$ <u>13,052,000</u>	2024
		TOTAL	\$132,245,000	

RR = Repair and Renovation
 N = New Construction

NOTE: The Office of Administration has not provided construction inflation rates for FY 2020 requests at this date. Projects have been increased by 4% from FY 2019 estimates, but may be adjusted if guidance is received from the Office of Administration.

RECOMMENDED ACTION

BE IT RESOLVED that the FY 2020 State Capital Improvement and Maintenance Request, to be submitted to the Coordinating Board for Higher Education and the Office of Administration, be approved and ratified; and

BE IT FURTHER RESOLVED that a copy of the document, which lists total requests of \$132,245,000 for FY 2020 thru FY 2024, be attached to the minutes as an exhibit; and

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

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



**OPERATING BUDGETS
FOR
FISCAL YEAR 2019**

FY 2019 BUDGET DOCUMENTS

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FISCAL YEAR 2019 EDUCATION AND GENERAL BUDGET NARRATIVE

Executive Summary

The Education and General (E&G) Budget is the operating budget which supports the primary functions of the University including instruction, research, public service, and the various support areas. It is funded by state appropriations, student fees, and other miscellaneous sources. The Governor recommended a 7.7% decrease in 2019 state appropriations for higher education. However, the appropriation passed by the General Assembly restored funds back to FY 2018 actual levels for FY 2019. As the Governor has until June 30 to sign the budget and a decrease in state appropriations is a possibility, the FY 2019 budget has been developed with the 7.7% decrease in state appropriation as recommended by the Governor. Tuition and fee income for FY 2019 is projected to be stable based on a one percent increase plus new course based fees.

General Budget Priorities

The FY 2019 budget was developed using the following guiding principles:

1. Protect core instructional/academic functions as much as possible.
2. Sustain key student support functions.
3. Continue to develop administrative efficiencies and reduce administrative costs whenever possible.
4. Reduce equipment/operations funds primarily in targeted areas of where purchases can be deferred.
5. Avoid significant increases in costs to students by using modest increases in tuition to enhance revenue while maintaining current levels of student financial aid.
6. Review every vacant position to justify continuation, reconfiguration or elimination.
7. No across the board cuts utilized.

Revenue Assumptions

General Revenue

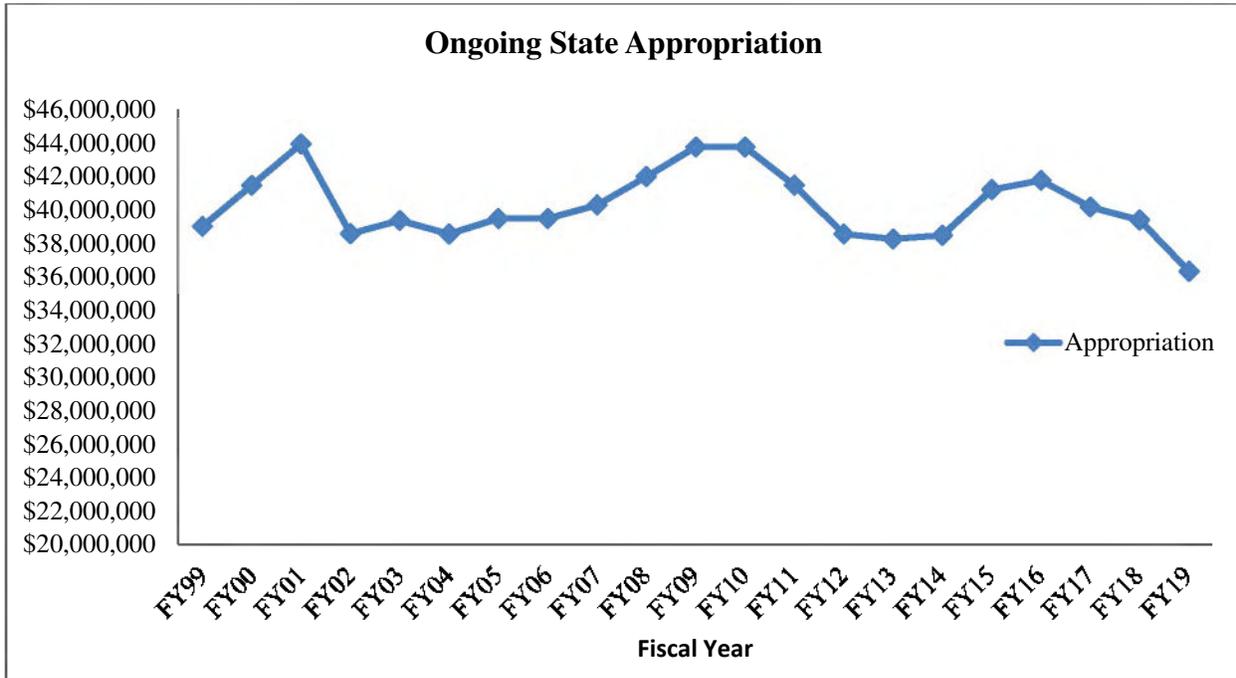
The base general revenue appropriation for Truman from the State of Missouri and approved by the General Assembly is 2.5% below the amount appropriated for FY 2018. However the Governor withheld funds in FY 2018 to match the proposed Executive Budget and a similar withhold is possible in FY 2019.

Total funds recommended by the Governor from general revenue and lottery proceeds for FY 2019 are \$37,516,593. Historically, the Governor withholds at least three percent of these funds as a contingency. For Fiscal Year 2019 this requires a reserve of \$1,125,500 for the standard withholding. Table 1 provides a snapshot of total state revenue trends for FY 1999 through FY 2019 and reflects the actual funds received after all state withholding actions, including those beyond the 3% level. A comparison of initial appropriations and state funds received after withholding for FY02-FY19 is found on Table 2.

Enrollment Fees and Other Income

The Fall 2018 enrollment is projected for budget purposes at approximately 5,223 full-time equivalent students. Spring 2019 enrollment is projected at the historical average of 93 percent of the fall semester total. Recommended tuition and required fees for 2018-2019 call for a 2.1% increase, waived to 1% for Missouri undergraduate students, as well as for non-resident undergraduate students, and graduate students. The operating budget is based on the one percent increase. Sources of income in addition to enrollment fees include special fees, fines, charges for services, and interest income. Due to modest increases in interest rates on invested funds, the interest income available in FY 2019 is projected to be above FY 2018.

**Table 1
GENERAL REVENUE TRENDS**



Ongoing State Appropriations Actually Received

Fiscal Year	Appropriation	% Change
FY99	\$39,072,485	10.3%
FY00	\$41,522,860	6.2%
FY01	\$43,987,383	5.6%
FY02	\$38,640,023	-12.2%
FY03	\$39,427,733	2.0%
FY04	\$38,619,423	-2.1%
FY05	\$39,545,109	2.4%
FY06	\$39,545,109	0.0%
FY07	\$40,346,396	2.0%
FY08	\$42,040,945	4.2%
FY09	\$43,806,665	4.2%
FY10	\$43,806,665	0.0%
FY11	\$41,526,613	-5.2%
FY12	\$38,619,750	-7.0%
FY13	\$38,325,596	-0.8%
FY14	\$38,542,604	0.6%
FY15	\$41,262,248	7.1%
FY16	\$41,816,820	1.3%
FY17	\$40,226,391	-3.8%
FY18	\$39,450,989	-1.91%
FY19*	\$36,391,095	-7.7%

*Projected

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

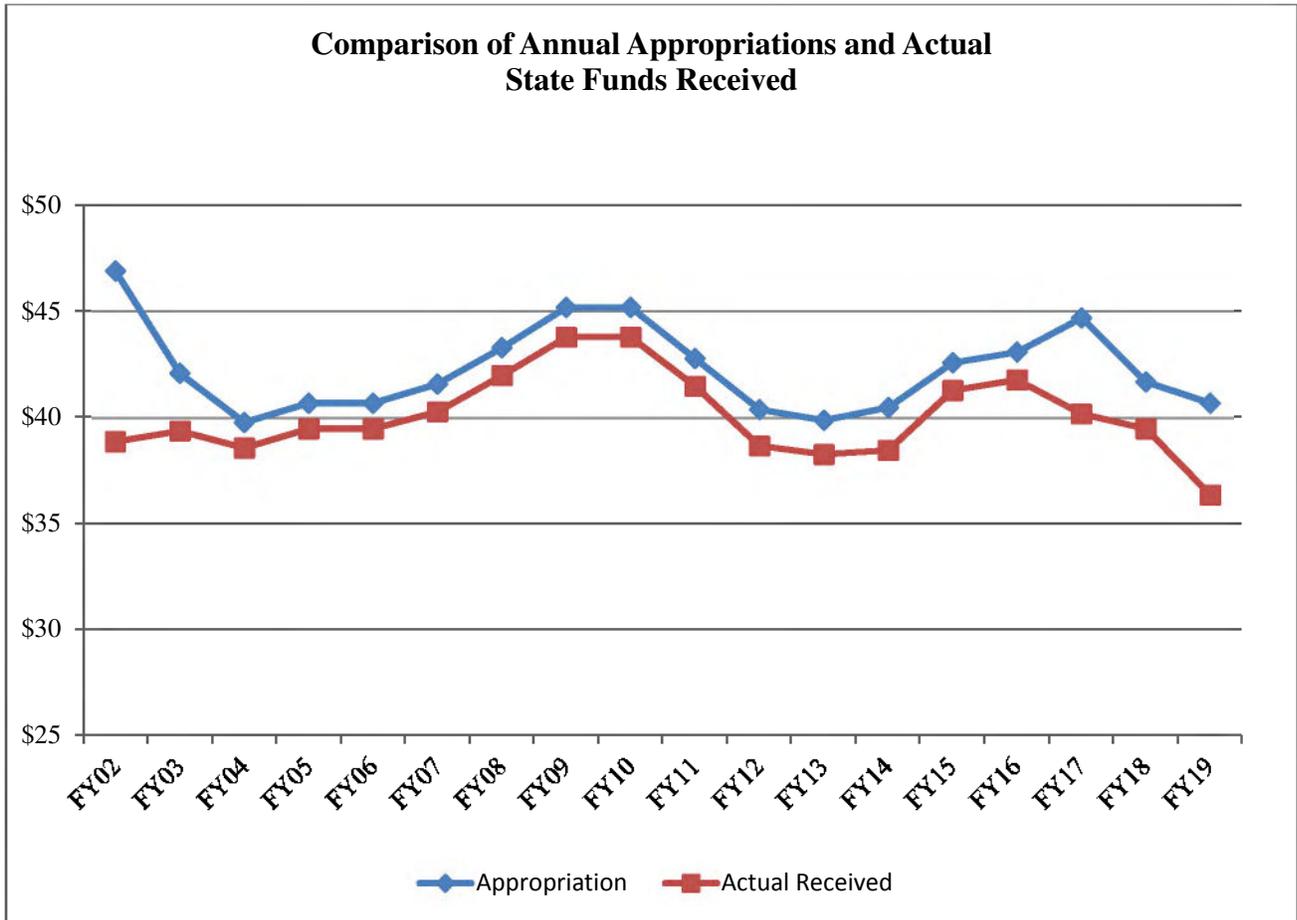
For FY10, one-time federal funds of \$756,339 are excluded.

For FY17, a one-time Autism Clinic fund excluded, and reflects extra midyear withholding.

For FY18, an additional withholding was imposed by the Governor.

For FY19, the governor's budget plus standard 3% withholding is assumed.

Table 2



	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
Appropriation	46.9	42.1	39.8	40.7	40.7	41.6	43.3	45.2	45.2	42.8	40.4	39.9	40.5	42.6	43.1	44.7	41.7	40.7
Actual Received	38.9	39.4	38.6	39.5	39.5	40.3	42.0	43.8	43.8	41.5	38.7	38.3	38.5	41.3	41.8	40.2	39.5	36.4

FY10 excludes one-time federal fund designated for Caring for Missourians.
 FY17 excludes one-time Autism Clinic funds and reflects extra withholding.
 FY19 is projected based on the proposed Executive Budget plus standard 3% withholding.

Planned Expenditures

General

In order to balance the FY 2019 Education and General budget, planned expenditures were reduced by approximately \$2.3 million, from \$94.4 million to \$92.1 million. Included are funds to cover the increase in the required MOSERS retirement system contribution which impacted fringe benefit costs. Table 3 outlines expenditure trends by Personal Service (salaries and benefits), Equipment/Operations, and Total for the last 10 years.

Personal Services

A major portion of the operating budget is utilized for salaries and fringe benefits. For FY 2019, Truman is budgeting \$55.3 million in this category, or 60% of the total Education and General budget. This includes funds for faculty and staff salaries, student employment, and fringe benefits such as retirement, medical insurance, and social security. The breakdown for Personal Services is as follows.

Salaries	\$36,478,924
Fringe Benefits	\$14,683,422
Student Employment	\$ 4,149,536
Total	\$55,311,882

Within the FY 2019 budget, several positions were eliminated through attrition or retirements and others were reconfigured to meet current needs. Positions eliminated include office and physical plant support staff as well as administrative and faculty positions. Approximately 20 full-time equivalent positions were eliminated.

Operations and Equipment

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

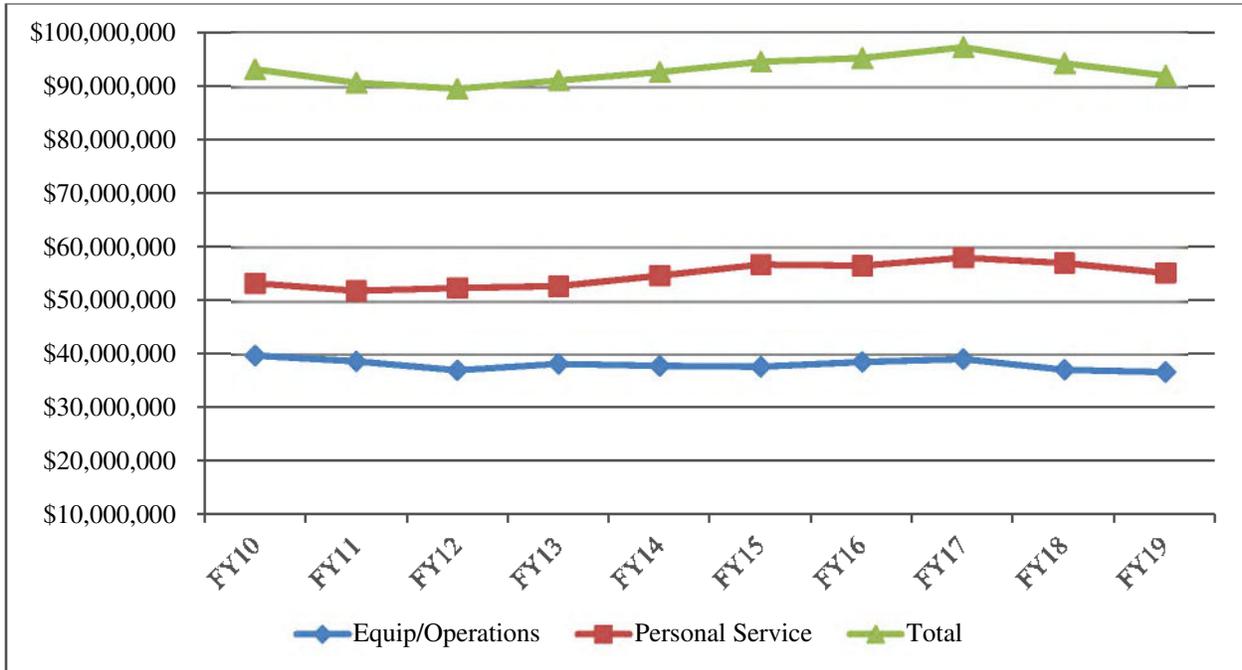
1. Academic Affairs. Operations funds have been allocated to meet needs in instruction, research and public service areas. A total of over \$3.3 million dollars in operations is budgeted in core areas including the academic departments. Equipment for

instructional use will be budgeted approximately the same as the FY 2018 level. This academic equipment is in addition to the campus technology funds. Table 4 outlines academic and research equipment budgets for FY 2007-FY 2019 and shows the asset renewal rate for these areas. Research funding totals are nearly \$500,000 for FY 2019, with most of the funds in the operations and equipment categories.

2. Student Services. Operating and equipment budgets in the Student Services category have been allocated to meet priorities in various areas. The offices and functions in this category within the Education and General budget include Admission, Athletics, Counseling, Financial Aid, Health Clinic, International Students, Multicultural Affairs, and Registrar. Just over \$2.8 million is budgeted for equipment and operations in the student services category. This includes the funds generated by the student athletic fee. Additional Student Services areas including Residential Living, the Student Union, and Recreation Center are funded in the Auxiliary Budget and are not included here.
3. Computing and Technology. The FY 2019 operating budget includes significant allocations for computing and technology. A total of \$3.6 million is budgeted for technology services which include staff, operations, equipment and maintenance of existing systems and networks with over 2,000 laptop and desktop workstations on campus, and a network with 8,800 ports. For FY 2019 funding was increased for classroom technology that was budgeted based on revenue from the new instructional technology fee. Continued technology investment is necessary to remain competitive. For 2018-2019, technology areas are budgeted at 3.9 percent of the institutional total.
4. Maintenance and Repair Fund. In the mid 1990's the General Assembly provided designated appropriations from General Revenue to handle campus maintenance and repair. These funds were added to the base appropriation for each campus with the intention to meet needs such as renovations, roof replacements and upgrades to heating and air conditioning systems. For FY 2019, a total of \$1,290,000 is budgeted for maintenance and repair. Table 5 outlines trends in the Maintenance & Repair budget for FY 2009-FY 2019.

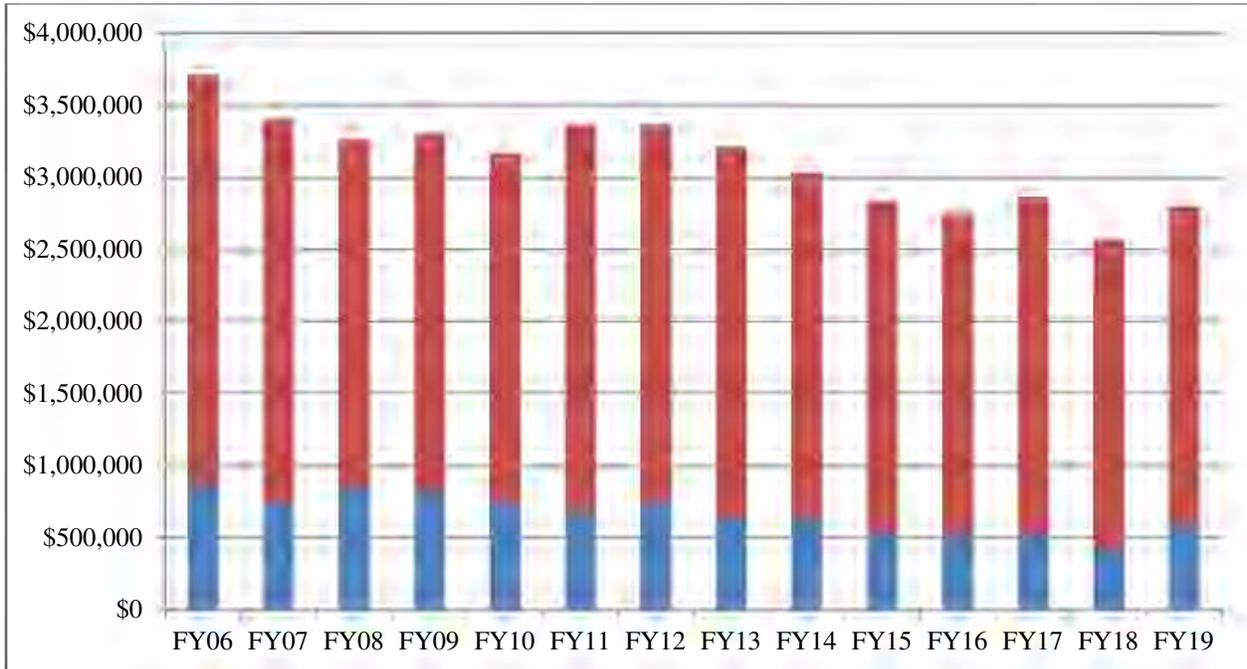
5. Utilities. Due to increases in utility costs and increased demand, utility budgets have historically increased each year. However, for 2018-19 utility costs are projected to decline as a result of savings from the recent energy project. Total funds budgeted for utilities, including operation of the central power plant, are \$2.9 million. The Auxiliary Budget includes additional funds to cover utilities in those facilities.
6. Institutional Support. This area includes many administrative functions such as Alumni/Advancement, Business Office, President's Office, Public Relations, and other support areas. The combined operations and equipment total for this category is \$2.1 million, which includes funds transferred from the Foundation to support advancement and fundraising efforts.
7. Scholarships. For FY 2019, funds for scholarships have been reduced by approximately \$250,000 to cover projected expenditures for institutionally funded academic and athletic grants.
8. Student Employment. Student employment budgets are targeted to assist students and supplement staff in multiple areas. Funds allocated for student employment in the Education and General budget total over \$4.1 million.

Table 3
Education and General Budget by Category
FY 2008 – FY 2019



	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
TOTAL	93,259,767	90,799,907	89,683,895	91,213,610	92,770,780	94,658,000	95,302,000	97,317,725	94,368,295	92,099,593
Personal Service	53,418,859	52,039,986	52,548,445	52,886,984	54,834,643	56,866,257	56,643,753	58,132,124	57,129,494	55,311,882
Equipment/ Operations	39,840,908	38,759,921	37,135,450	38,326,626	37,936,137	37,791,743	38,658,247	39,185,601	37,238,801	36,787,711

**Table 4
Academic & Research Equipment Budgets**

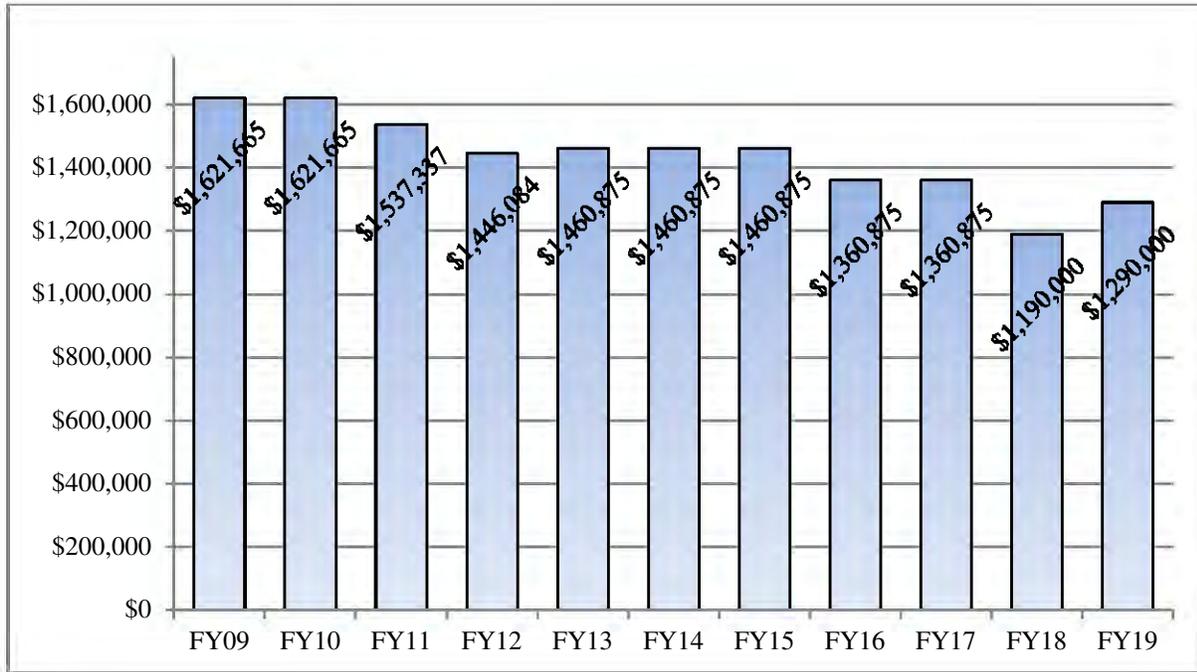


(000's omitted)

	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
Equipment Budget	2,831	2,665	2,400	2,491	2,423	2,682	2,622	2,568	2,378	2,305	2,255	2,360	2,138	2,211
Actual \$ Available	881	737	862	814	744	679	744	640	649	525	498	504	429	585

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

**Table 5
Maintenance & Repair Budget**



	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>
Operating M&R	1,621,665	1,621,665	1,537,337	1,446,084	1,460,875	1,460,875	1,460,875	1,360,875	1,360,875	1,190,000	1,290,000

FY 2019 EDUCATION AND GENERAL REVENUE BY CATEGORY

The page that follows provides a summary of projected revenue for FY 2019 in several major categories. General Revenue, or state funds, provides 40.7% of the proposed budget.

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

Page 13 of this section provides the detail for the calculation to determine adherence to the policy for FY 2019. The portion of the adjusted budget supported by student tuition is 33.8% and, therefore, is within the policy.

Table 6 illustrates budgeted sources of funds for FY 2019. Trends in recent years include reductions in state funding, increases in student fees, and more revenues from other miscellaneous sources. As a result, state support now accounts for approximately 41% of budgeted Education and General revenues.

**EDUCATION AND GENERAL
FY 2019 REVENUE BY CATEGORY**

General Revenue \$37,516,593

This represents the entire amount recommended by the Governor in the budget. A contingency budget of \$1,125,500 has been established for the traditional 3% standard withholding by the Governor. In recent decades only a small portion of the 3% withholding has been released, and no funds are expected to be released in FY 2019.

Student Tuition and Enrollment Fees \$52,398,000

FY 2019 enrollment income for budget purposes is based upon a 200 FTE decline in student enrollment. Spring semester enrollment is based on a 93% retention rate. Missouri students are assumed to make up 70% of the total enrollment; graduate enrollment is expected to be stable; and summer enrollment is projected at the 2018 summer level. This category also includes fees for off-campus courses, the athletic fee, the student activity fee, study abroad programs, and other special enrollment fees.

Other Local Income and Transfers \$ 2,185,000

This includes various revenue sources: investments, athletic gate receipts, sales and services of educational activities (such as summer camps), rollover from FY 2018, indirect costs from grants and other miscellaneous sources. Transfers from Auxiliary sources and the Foundation are also included here.

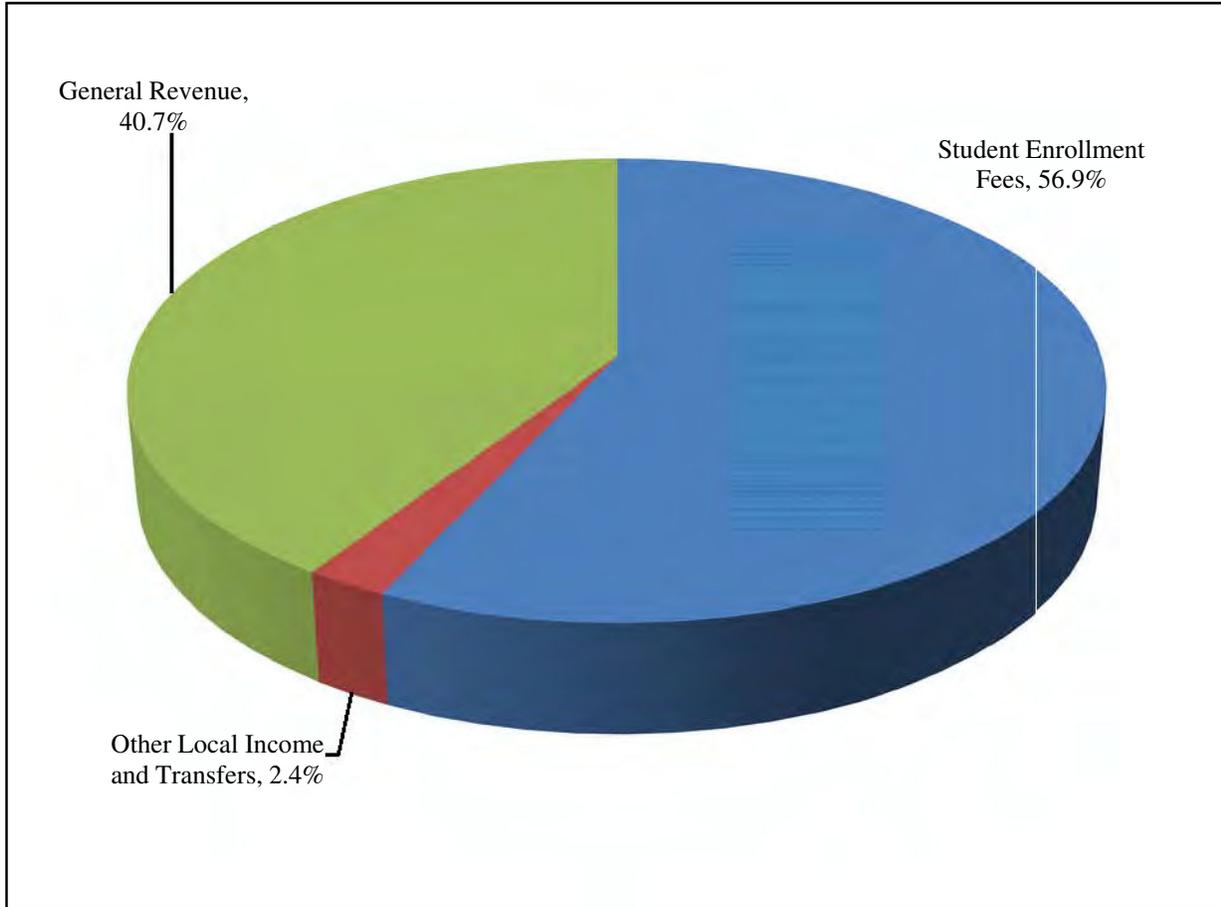
GRAND TOTAL ALL SOURCES \$92,099,593

SEGREGATION OF ON-CAMPUS FEE INCOME FOR FY 2019 IS AS FOLLOWS:

	Total Fee Income	Undesignated & Unrestricted
Enrollment Fees		50,653,000
Less Restricted/Designated		
Student Union	-978,000	
“out-of-state” Missouri taxpayer discount	-80,000	
Recreation Center	-1,123,000	
Orientation Week Fee	-489,000	
Joseph Baldwin Academy	-440,000	
Student Health Center Fee	-367,000	
Student Activity Fee	-439,000	
Athletic Fee	-595,000	
Technology Fee	-168,000	
Student Sustainability Fee	-50,100	
Classroom Technology Fee	-540,000	
Total designated/restricted funds	-5,269,100	
		<hr/>
Total unrestricted funds		45,383,900
The percentage calculation is shown as follows:		
1. Undesignated and unrestricted fees (above)		45,383,900
2. Less Academic Scholarships, Experienceships and Athletic Grants in Aid		-21,500,000
NET UNRESTRICTED TUITION & FEES		23,883,900
		<hr/>
1. Total Education and General Budget		92,099,593
2. Less Academic Scholarships, Experienceships and Athletic Grants in Aid		-21,500,000
ADJUSTED E&G TOTAL		70,599,593
		<hr/>
NET TUITION AS A PERCENTAGE OF ADJUSTED E&G		33.8%

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

Table 6
FY 2019 BUDGETED E&G REVENUE



FY 2019 PLANNED E&G EXPENDITURES BY CATEGORY

The Missouri Coordinating Board for Higher Education and Office of Administration have developed a budget reporting structure which follows federal financial reporting standards for higher education. The broad budget categories and totals for FY 2019 are as follows:

Instruction \$39,909,977

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

Research \$ 490,230

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

Public Service \$ 49,304

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

Academic Support \$ 4,620,619

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

Student Services \$ 8,539,434

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

Institutional Support \$ 7,114,966
Support areas including fiscal operations, alumni and public relations, and general administration are in this category.

Physical Plant \$ 8,555,063
General physical plant operations, including maintenance, grounds and custodial, and public safety are in this category. Funds for fuel and utilities are also included here.

Maintenance and Repairs \$ 1,290,000
Funds designated for campus building repairs and preventive maintenance are in this category.

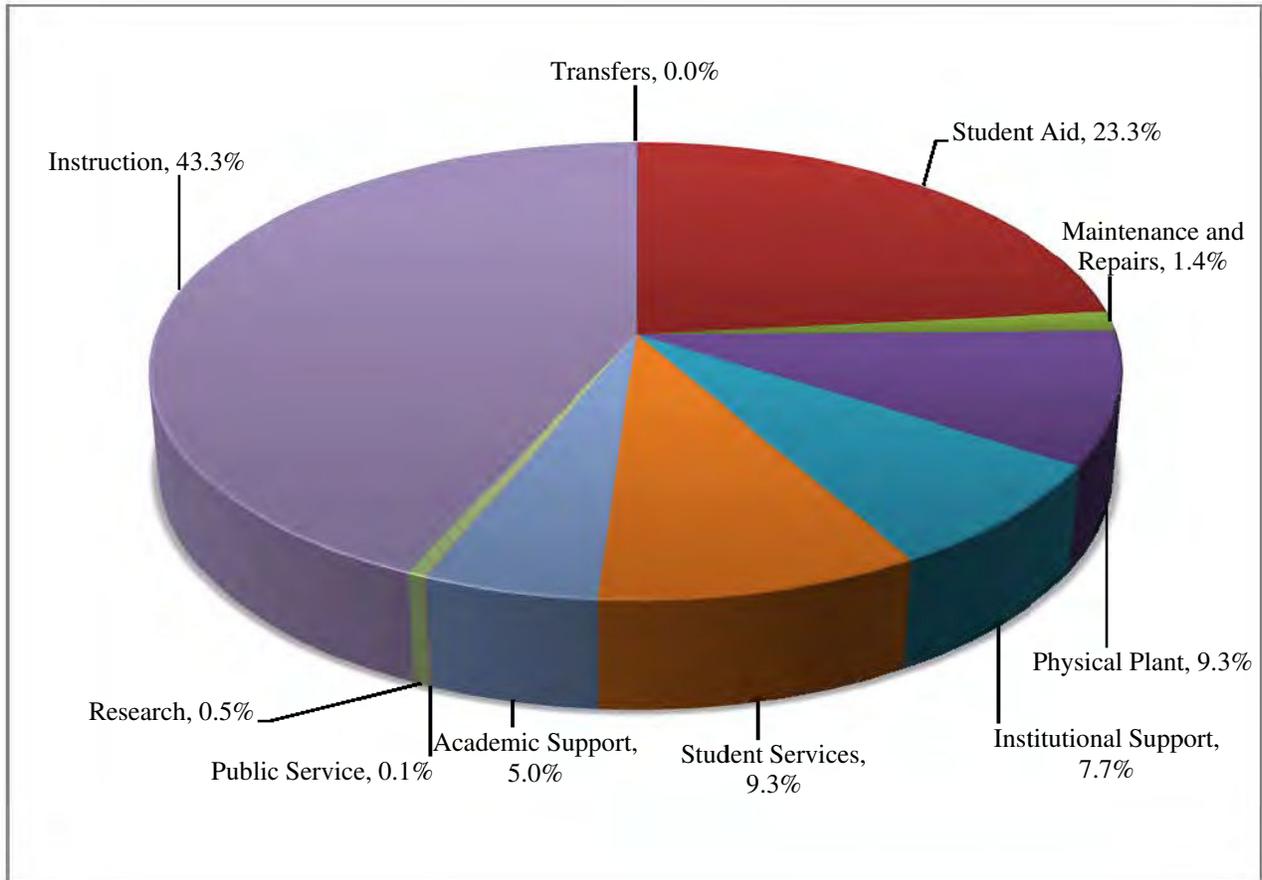
Student Aid \$ 21,500,000
Student scholarships, experienceships and athletic aid are included here.

Transfers \$ 30,000
Mandatory transfers for federal aid programs (Perkins and SEOG) comprise this budget.

TOTAL \$92,099,593

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

Table 7
FY 2019 PLANNED E&G EXPENDITURES



FY 2019 EDUCATION AND GENERAL EXPENDITURES BY CATEGORY

	Personal Service	Equipment	Operations	Total
Instruction	34,806,698	1,911,254	3,192,025	39,909,977
Research	84,000	250,000	156,230	490,230
Public Service	46,637	0	2,667	49,304
SUBTOTAL	34,937,335	2,161,254	3,350,922	40,449,511
Academic Support	3,100,070	50,000	1,470,549	4,620,619
Student Services	5,702,862	13,000	2,823,572	8,539,434
Institutional Support	5,102,368	12,100	2,000,498	7,114,966
Physical Plant	4,019,247	113,000	4,422,816	8,555,063
Maintenance & Repairs	0	0	1,290,000	1,290,000
Student Aid	2,450,000	0	19,050,000	21,500,000
Transfers	0	0	30,000	30,000
TOTALS	55,311,882	2,349,354	34,438,357	92,099,593

Note: Categories match the 2006 Uniform Financial Reporting Manual developed by the Missouri Department of Higher Education as well as the most recent National Association of College and University Business Officers guidance regarding classification of various functional areas.

**COMPARISON OF EDUCATION AND GENERAL BUDGET BY CATEGORY
FY 2012 – FY 2019**

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Personal Services	52,548,445	52,886,984	54,834,643	56,866,257	56,643,753	58,132,124	57,129,494	55,311,882
Equipment	2,941,815	3,074,615	2,844,715	2,635,965	2,570,303	2,659,869	2,282,569	2,349,354
Operations	34,193,635	35,252,011	35,155,492	35,155,788	36,087,944	36,525,732	34,956,232	34,438,357
TOTAL	89,683,895	91,213,610	92,770,780	94,658,000	95,302,000	97,317,725	94,368,295	92,099,593

Notes: Equipment category includes funds to cover 3% state withholding and other major contingency accounts. Due to reclassification of equipment under GASB year-to-year comparisons may not be valid.

FISCAL YEAR 2019 AUXILIARY BUDGET NARRATIVE

Executive Summary

Revenue from combined auxiliary operations is projected to increase slightly in FY 2019. This estimate is based on the number housed in the residence halls as well as budgets which are tied to student enrollment such as the Student Union and Recreation Center. Occupancy levels in the residence halls are budgeted based on a decrease from the actual number this past academic year. The rates charged to students for residence halls including room and board were increased by an average of 1.7% for the 2018-19 academic year.

Modest changes in operating and equipment budgets have been recommended for 2018-2019. For FY 2019, only minor staffing changes are recommended in auxiliary areas. The major changes in the Auxiliary Budget for FY 2019 include the increase in funds to cover projected food costs as well as MOSERS contributions. Savings realized with the refinancing of bonds and the energy conservation project are reflected in the operating budgets for FY 2019.

General Budget Priorities

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

Revenue Assumptions

1. **Residence Halls.** Room and board rates were raised by an average of 1.7% for FY 2019. A student living in a typical two-person room will pay \$8,780 for the 2018-2019 academic year. Based upon the projected occupancy rate of 2,320 for the fall semester and 93 percent returning for the spring semester, revenue from residence halls and apartments is projected at \$20,562,000.

2. Other Residence Hall Income. Income from off-campus students who dine in the halls and from rentals, commissions, and miscellaneous sources is projected at \$780,000 for FY 2019. Additional revenue sources include interest income and miscellaneous fees which should generate approximately \$850,000.
3. Student Union. The Student Union is primarily funded by a transfer from enrollment income to this budget at a rate of \$95 per full-time equivalent student per semester. This fee was established to build, maintain and cover debt service for the Student Union. The Student Activity Fee helps fund the Center for Student Involvement, which is housed in the Student Union. Additional income sources include room rentals, bookstore, and food service commission. Total revenue for the Student Union Building is projected at \$1,325,000.
4. Recreation Center. Major expenses for the Recreation Center include personnel, operations and debt service. A designated fee of \$111 per semester per full-time equivalent student is included in enrollment fees. Debt on the Recreation Center has been retired so funds are being budgeted to help finance future renovations. Total revenue for FY 2019 is projected at \$1,235,000 for the Recreation Center.
5. Service Departments. Revenue from auxiliary service departments such as Printing Services is projected at \$565,000 for FY 2019.

Planned Expenditures

A significant portion of the Auxiliary Budget is utilized to operate the residence halls. Staff includes the Residential Living Office, hall directors, housekeepers, and physical plant employees assigned to these non-academic areas. Table 8 outlines Auxiliary Budget equipment trends for FY 1999-FY 2019 and illustrates the emphasis on asset renewal in these areas.

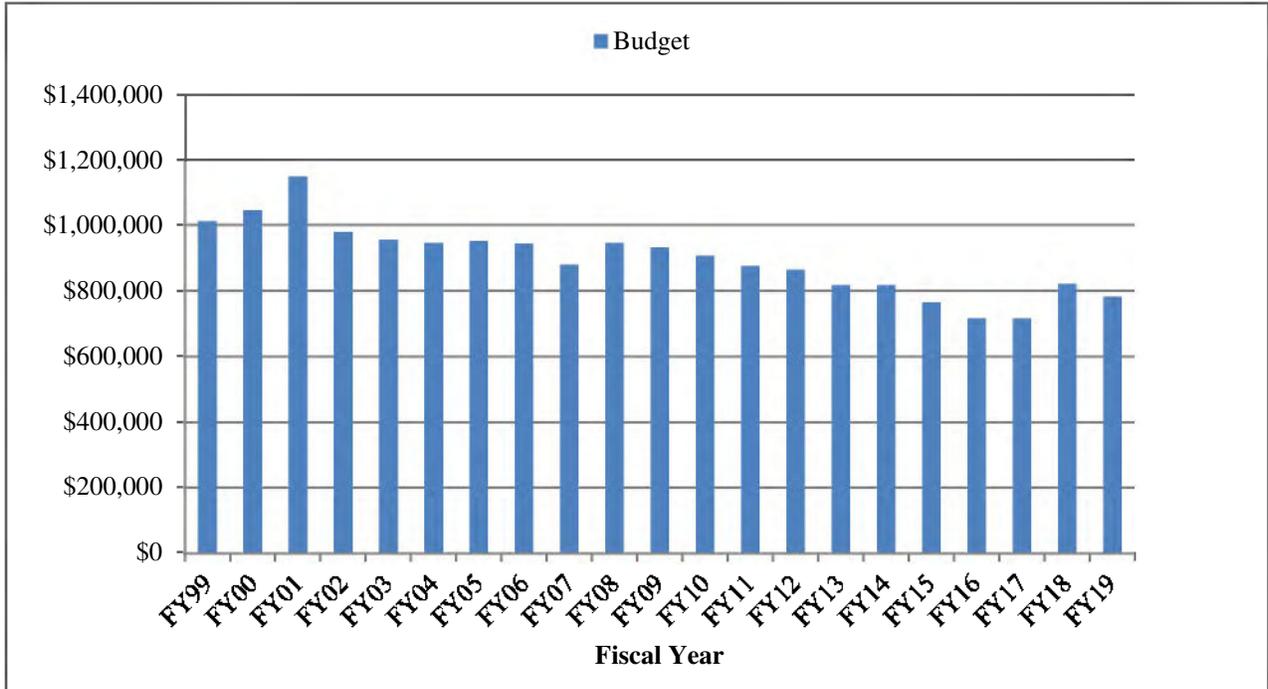
Operating funds for Residential Living include utilities, repairs and renovations, and food service contracts. Funds are included for furniture replacements, food service equipment, and general repairs to the facilities. Food service costs will increase to cover increased costs as agreed to in the food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

Utility costs are projected to be stable in 2018-2019 from the current year actual expenditures and the budget reflects this. A major portion of the Residential Living operating budget is the \$3,340,198 set aside for bond repayments.

On a smaller scale, the Student Union Building budget also covers personnel, operating costs such as utilities, and funds for replacement and repair of the equipment. Funds are also included to cover general maintenance of this building and funds have been increased for student employment. This budget includes \$314,898 for bond repayments.

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

Table 8
Auxiliary Equipment Budget Trends
FY99-FY19



<u>Fiscal Year</u>	<u>Equipment Budget</u>	<u>% change</u>
FY99	\$ 1,010,358	5.5%
FY00	\$ 1,043,858	3.3%
FY01	\$ 1,147,858	9.9%
FY02	\$ 978,464	-14.7%
FY03	\$ 954,166	-2.5%
FY04	\$ 945,906	-0.9%
FY05	\$ 950,796	0.5%
FY06	\$ 942,796	-0.8%
FY07	\$ 878,780	-6.8%
FY08	\$ 944,488	7.4%
FY09	\$ 930,488	-1.5%
FY10	\$ 906,247	-2.6%
FY11	\$ 874,233	-3.5%
FY12	\$ 862,633	-1.3%
FY13	\$ 815,883	-5.4%
FY14	\$ 815,883	0.0%
FY15	\$ 763,883	-6.4%
FY16	\$ 714,583	-6.5%
FY17	\$ 714,583	0.0%
FY18	\$ 820,060	+14.7%
FY19	\$ 781,203	-4.7%

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

FY 2019 AUXILIARY REVENUE BY CATEGORY

RESIDENCE HALLS

Room and Board \$20,562,000

This projection is based on an occupancy rate of 2,320 for residence halls and apartments. Spring occupancy is historically 93 percent of the fall semester.

Investment Income \$ 90,000

Income from investment is projected to be higher than the previous year's total.

Off-Campus Student Meal Sales \$ 780,000

This source represents income from purchase of residence hall meal cards by students who live off-campus. The projection is based on FY 2018 levels of sales and the increase in dining rates.

Other Income \$ 760,000

Revenue from deposits, processing fees, rentals, commissions, and similar sources is projected to be down slightly from FY 2018.

TOTAL RESIDENCE HALL INCOME **\$22,192,000**

STUDENT UNION**\$ 1,325,000**

This revenue source includes the transfer of enrollment fees based on full-time equivalent (FTE) students. Total revenues are projected based on FY19 enrollment and additional income sources include rentals, bookstore, and food service commission.

RECREATION CENTER**\$ 1,235,000**

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

SERVICE DEPARTMENTS**\$ 565,000**

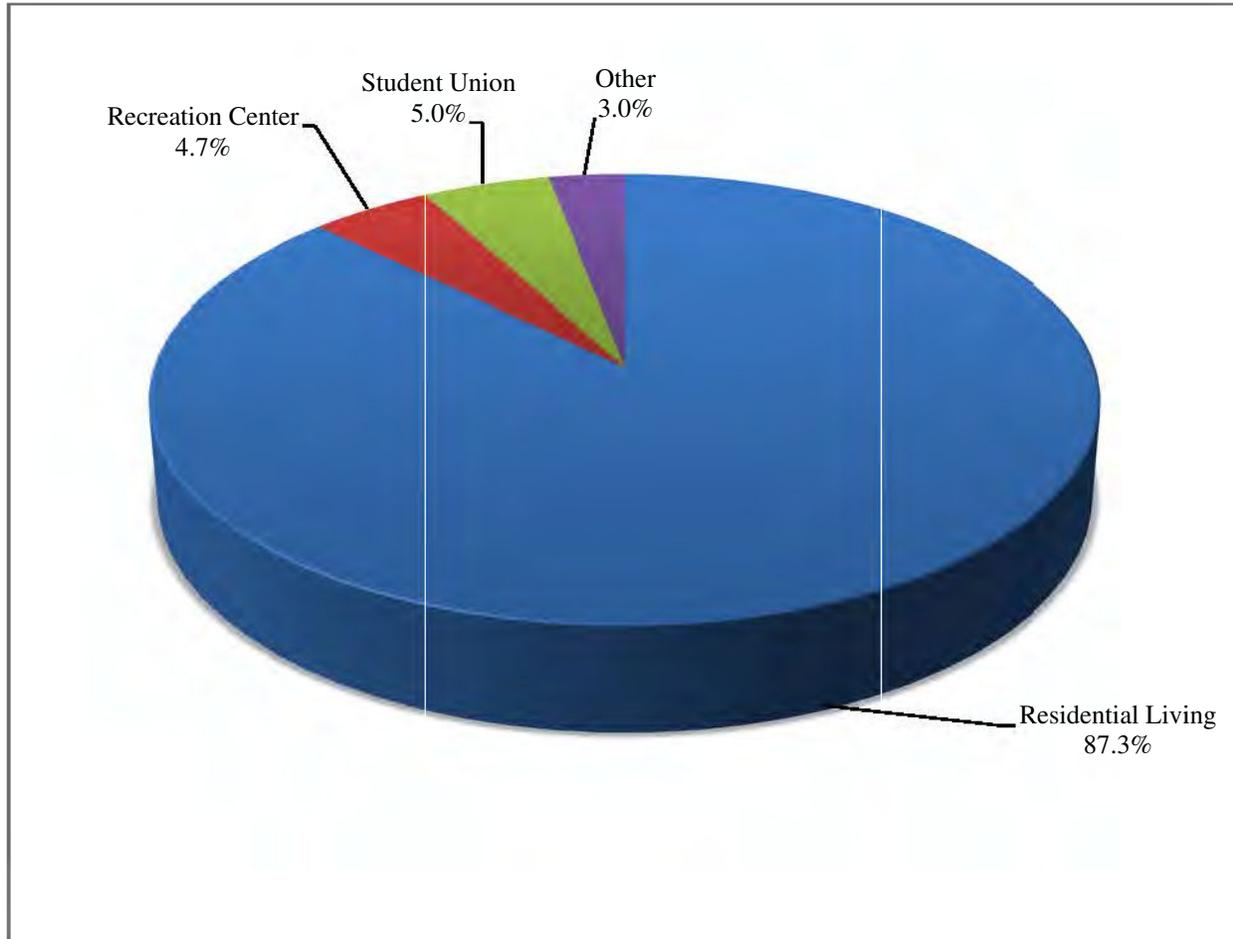
Several service departments are operated as auxiliary enterprises. Currently this includes Campus Printing Services. Revenue is projected to be down slightly for FY19.

GRAND TOTAL AUXILIARY REVENUE**\$25,317,000**

FY 2019 AUXILIARY EXPENDITURES BY AREA

	Personal Services	Equipment	Operations	Total
Residential Living	3,631,500	644,660	14,483,519	18,759,679
Residential Living Bond Payments	0	0	3,340,198	3,340,198
Student Union	425,174	101,543	418,974	945,691
Student Union Bond Payment	0	0	314,898	314,898
Printing Services	191,358	5,000	249,870	446,228
Auxiliary Administration	94,146	0	15,000	109,146
Other Auxiliary	0	0	28,000	28,000
Recreation Center	516,431	30,000	198,374	744,805
Recreation Center Reserve	0	0	450,000	450,000
Transfer/Surplus	0	0	178,355	178,355
TOTAL	4,858,609	781,203	19,677,188	25,317,000

Table 9
FY 2019 AUXILIARY EXPENSES
BY MAJOR AREA



FISCAL YEAR 2019 RESTRICTED FUND BUDGET

Executive Summary

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

Projected Restricted Revenues and Expenditures

Major activities supported through restricted funds include the following:

Upward Bound \$ 427,579

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

McNair \$ 269,216

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

Regional Professional Development Center \$ 1,147,800

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

NSF-(S-STEM) Scholarships in Science, Technology, Engineering and Mathematics

\$ 165,589

This grant will support students pursuing majors in the agriculture science, biology, chemistry, and physics departments.

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

\$ 364,857

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

Pell

\$4,900,000

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

SEOG

\$ 101,284

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

Work Study

\$ 310,818

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

Federal TEACH Grant

\$ 25,000

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

Other

\$ 228,500

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

TOTAL ESTIMATED FY 2019 RESTRICTED

\$7,940,643

FISCAL YEAR 2019
ESTIMATED RESTRICTED REVENUE AND EXPENDITURES

<u>Area or Program</u>	<u>FY 2019 Estimate</u>
Upward Bound	\$ 427,579
McNair	\$ 269,216
Regional Professional Development Center	\$ 1,147,800
NSF Preparing & Advancing Scholars	\$ 165,589
NSF-Robert Noyce Scholars Program	\$ 364,857
Pell	\$4,900,000
SEOG	\$ 101,284
Work-Study	\$ 310,818
Federal TEACH Grant	\$ 25,000
Other	\$ 228,500
TOTAL	\$7,940,643

COMBINED OPERATING BUDGET SUMMARY

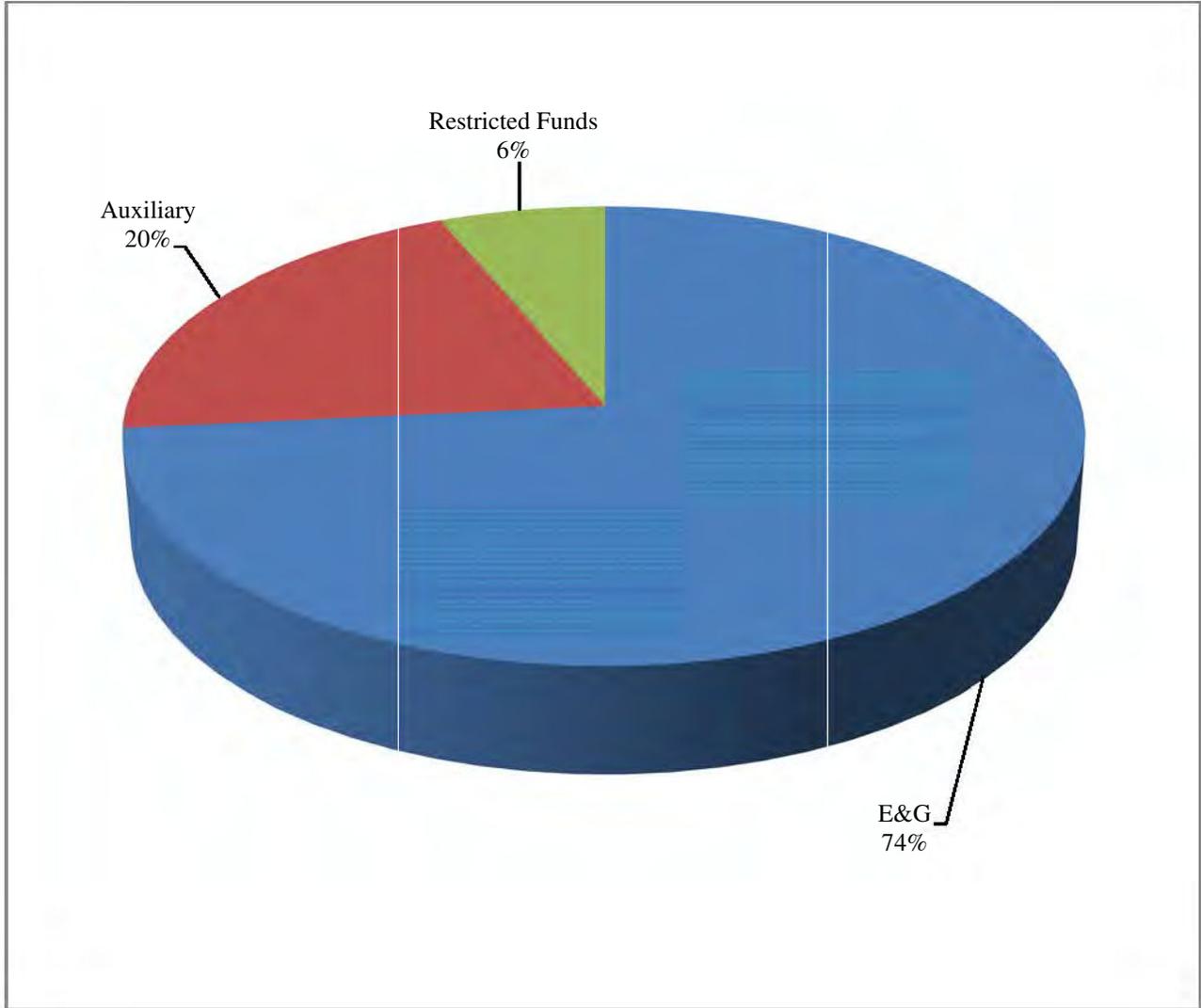
The combined operating budget for Fiscal Year 2019 totals \$125,357,236.

Education and General	\$ 92,099,593
Auxiliary	\$ 25,317,000
Restricted Funds	<u>\$ 7,940,643</u>
Total	\$125,357,236

Table 10 illustrates the combined operating budget distributed by type, and the Education and General budget represent 74% of the total.

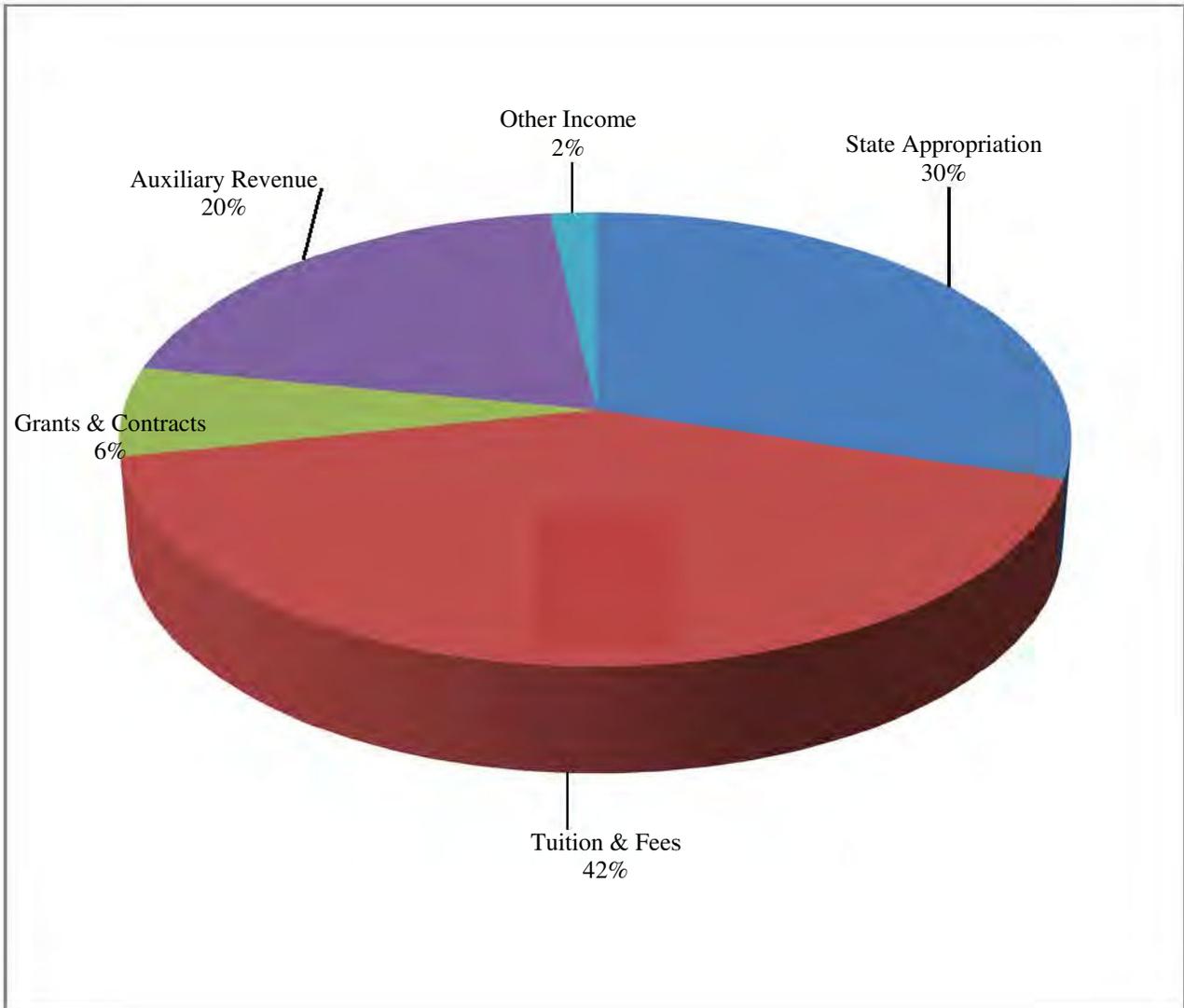
Projected revenues are equal to the various operating budgets, and Table 11 illustrates the sources of revenue which are combined to produce the funds needed. Major sources, in descending order, are Student Tuition and Fees, State Appropriations, Auxiliary Revenue, Grants and Contracts, and Other Income.

**Table 10
FY 2019 OPERATING BUDGETS**



Operating Budget	\$ Amount
E&G	\$92,099,593
Auxiliary	\$23,317,000
Restricted Funds	\$ 7,940,643

Table 11
FY 2019 Revenue Sources



Revenue Sources	\$ Amount
State Appropriation	\$37,516,593
Tuition & Fees	\$52,398,000
Grants & Contracts	\$ 7,940,643
Auxiliary Revenue	\$25,317,000
Other Income	\$ 2,185,000

MEMORANDUM OF AGREEMENT

by and between

TRUMAN STATE UNIVERSITY

and

LABORERS, LOCAL 773

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Appendix

- A Policy for Wage Rates
- B State Regulations for Military Leave
- 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, 2018, and shall remain in effect until July 1, 2020**, 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, 2020**, 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:

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

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

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

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

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

- 1) that the termination of the employee is not for just cause, or
- 2) that the employee is not on probation at the time of the resignation or termination.
- 3) Unused vacation time accrued through the last day of work will be paid out according to the following schedule:

- a) Full-time hourly (non-exempt) employees with less than 5 years of continuous service will be paid unused vacation subject to a maximum of 10 days.
- b) Full-time hourly (non-exempt) employees with more than 5 years and less than 15 years of continuous service will be paid unused vacation subject to a maximum of 15 days.
- c) Full-time exempt employees with less than 15 years of continuous service will be paid unused vacation subject to a maximum of 15 days.
- d) All employees (exempt and non-exempt) with more than 15 years of continuous service will be paid unused vacation subject to a maximum of 20 days.

D. Length of service shall be determined as follows:

- 1) If all service has been full time and has been continuous except for sick leave or authorized absences or for temporary interruptions of less than four months duration each due to the University's temporary lack of need of services of the employee, the employee's length of service shall continue from the original date of employment.
- 2) If, after having been employed full time, an employee's employment is reduced to part time for the convenience of the University, but later reverts to a full time basis, the length of service will be determined by deducting from the total period of full time and part time employment any period of part time service which exceeds six months in duration.
- 3) If an employee's employment is terminated and he or she later is re-employed for full time work, the employee shall be considered to be the same as a new employee insofar as allowed paid vacations are concerned.

E. Paid vacation time must be earned before it is taken.

F. Except as provided in D above, vacation time shall not accrue during authorized absences without compensation.

G. Extra pay shall not be made in lieu of vacation leave unless otherwise agreed to by all parties.

H. A permanent record of vacation shall be kept in each department and/or in a centralized common location for each employee from the beginning date of employment.

- 1) The maintenance of this record will be the responsibility of the head of the appropriate department. Vacation shall be accrued hourly.
- 2) When vacation time is used, it must be promptly deducted from accrued vacation time.
- 3) Any vacation used will be a minimum deduction of **fifteen minutes**.

- I. These records will be subject to inspection by the employee and/or Union representative from time to time.
- J. Vacation schedules shall be worked out according to the needs of the University and the department. When possible, however, consideration may be given to employees' requests. At least 30 days before periods when vacation approvals within a specific work group will be limited due to foreseeable special events or heavy workload, the University will give notice of the dates of the period and the maximum number of employees who will be allowed on vacation simultaneously.
 - 1) When employees request vacations for the same period, employees with greater lengths of service receive priority.

ARTICLE 5

SICK & FAMILY LEAVE

- A. Full time regular employees accrue sick leave at the rate of one working day per month of completed continuous service.
 - 1) Credit for sick leave accumulates during vacations and leaves of absence with pay.
 - 2) A half month or more of active employment will be considered a complete month in computing earned sick leave. Less than one-half month of active employment will be disregarded.
- B. Sick leave with regular straight time pay will be allowed an employee for absences from work when the absences are properly due to 1) illness or injury or 2) medical or dental appointments for the employee or his or her child or spouse or parent. The use of sick leave is subject to the following conditions:
 - 1) That the employee has accrued sick leave pursuant to Section A of this Article.
 - 2) That sick leave pay is limited to 40 hours per week.
 - 3) That sick leave for medical or dental appointments is limited to a reasonable time and shall not exceed three hours without special permission of the University.
 - 4) That any sick leave used is deducted from accrued sick leave.
 - 5) That total compensation from combined sick leave pay and workers' compensation shall not exceed regular straight time pay for 40 hours per week, and in such event, sick leave pay shall be reduced accordingly.

- 6) That any sick leave used will be a minimum deduction of **fifteen minutes**.
- C. Illness or injury which may cause an employee to use sick leave should be reported to the employee's immediate supervisor or to the Physical Plant Department as soon as possible.
- D. An employee may be required by the University to furnish satisfactory proof of injury, illness, or medical or dental appointment. In the event that an employee remains absent from work for a period longer than six working days then the University, at its election, may designate one or more practitioners of the healing arts to examine said employee and to provide a report in writing to both the employee and the University stating his or her opinion whether or not the employee is capable of returning to work. In the event that the employee shall refuse to submit to said examination then this refusal shall be just cause to terminate employment, or at the election of the University, to terminate all sick leave benefits. In the event the doctor shall declare the employee fit to return to duty, failure of the employee to return shall be just cause for termination of employment, or at the election of the University, to terminate all sick leave benefits.
- E. An employee who is still recovering from an injury or illness, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work provided;
- 1) The University is able to modify the employee's duties to accommodate the restrictions recommended by the physician.
 - 2) The employee will be able to perform productively under the restrictions, and the University finds that the remainder of the employee's normal duties can be reasonably delayed or performed by other employees.
- F. An employee who transfers from one department to another takes with him or her the balance of his or her unused sick leave. Sick leave records will be made available to employees on reasonable request.
- G. Sick leave accrued or granted prior to this Agreement and not used shall be retained.
- H. The University will recognize all accumulated unused sick leave as additional creditable service as allowed by MOSERS.
- I. Union employees will be eligible for all Medical and Family related leave benefits approved by the University's Board of Governors for full-time employees without faculty rank. A copy of the current policy is in the Appendix, Item C.

ARTICLE 6

OVERTIME

- A. Overtime work will be paid for at the rate of time and one-half of the employee's regular straight time wage rate, and all employees are expected to work when asked and when needed. Overtime is all authorized (in writing) time worked by an employee for the University that is in excess of 8 hours per day or 40 hours per week. However, if the University moves to a reduced work week that increases the number of hours worked per day but reduces the number of work days (i.e. a 4 day work week) then overtime will be paid only if the worker puts in hours in excess of 10 hours per day or 40 per week. For the purpose of computing overtime pay, the following will be counted as time worked: 1) a holiday for which holiday pay is received; 2) time off due to use of vacation time; and 3) time off due to use of earned sick leave. Overtime after 8 hours per day will not apply in weeks where time without pay is taken.
- B. Overtime will be fairly distributed to all employees within each job classification (by assigned building for housekeepers) on a rotating seniority basis. The University may, in its discretion, require any employee to work up to 20 hours overtime in any week.
- C. An employee required to work more than 16 consecutive hours shall be accorded either:
- 1) Double the amount of his or her hourly rate for all hours worked consecutively in excess of 16 hours; or
 - 2) Standard overtime pay for such hours worked consecutively in excess of 16 hours, plus release time at regular pay for his or her next scheduled eight hour shift, with such release time not to be deducted from any accumulated sick leave or vacation leave.
 - 3) Three days notice shall be given to employees for overtime, except in circumstances where the employer could not reasonably foresee that overtime would be necessary. As soon as the employer knows that overtime is necessary, the employer will immediately notify the employee of such.
- D. Overtime for the previous month shall be posted next to physical plant time clocks or in another location acceptable to the University and the Union. Payroll will send a copy of the monthly overtime posting to the Chief Steward.
- E. The work week definition under Article 1, Section C, Definitions will be used to calculate overtime.

ARTICLE 7

JURY DUTY

- A. Any employee covered in this agreement who shall be called for jury service shall report the call to his or her immediate supervisor and will be relieved from his or her duties for the reasonable time required for rendering such jury service.

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

ARTICLE 8

FUNERAL LEAVE

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

ARTICLE 9

PAY DIFFERENTIAL

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

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

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

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

ARTICLE 10

EMPLOYEE STATUS

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

ARTICLE 11

PROBATIONARY PERIOD

- A. All new full time employees will serve a probationary period of 90 calendar days, with a possible extension by the University of 90 additional days. The probationary period is designed to give the University an opportunity to determine whether the employee is suitable and qualified for the work for which he or she was hired, and the decision as to the employee's suitability and qualifications is the sole responsibility of the University. A probationary employee may be terminated at any time without recourse except as

provided by law. Termination of employment or other disciplinary action by the University during the probationary period is not subject to the grievance or arbitration procedure.

- B. If an employee's service during the probationary period is deemed unsatisfactory but it is felt that his or her employment should continue in a probationary status rather than such employment being terminated, the recommendation that the employee's probationary period be extended an additional 90 days should be forwarded by the supervisor to the department or administrative head. In all such instances, the employee shall be counseled regarding the extension of his or her probationary period prior to the completion of 90 calendar days service. The employee may not remain in a probationary status for more than seven months, unless there is a change of jobs. A probationary employee may be terminated at any time without recourse, except as provided by law, during an extension of his or her probationary period.
- C. Employees who have satisfactorily completed their 90 calendar day probationary period, and who are subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days, with a possible extension of 90 days, in the new position. If at any time within this qualifying period, it is determined by the University that the employee is not qualified for the position or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. In no case shall a request for a change be granted more than once each two years, unless the change is agreed to by both parties. An employee who is promoted or transferred to another position prior to completion of his or her probationary period will continue to be on probation until he or she has completed a qualifying period of at least 90 calendar days, plus a possible extension of up to 90 days, in the new position. If at any time within the qualifying period, it is determined by the University that the employee is not qualified for the new position, the University may return the employee to his or her previous position or a comparable one elsewhere at the University if the employee's service in his or her previous position was considered to be satisfactory.
- D. Employees who receive a leave of absence during the probationary period, as a result of a temporary close down or a reduction of operations, will have the probationary period extended by the length of the leave of absence if for a period of more than one month.
- E. There shall be no University responsibility for re-employment or continued employment of probationary employees.
- F. A new employee will receive the applicable wage rate for his or her job as shown on the wage rates schedule.

ARTICLE 12

TARDINESS AND ABSENCES

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

A. Tardiness.

- 1) Employees should notify their supervisors of any anticipated reasons that might cause them to arrive late for work on the following day.
- 2) Employees are obligated to call in if they anticipate arriving late. Recognizing that it may often be difficult to notify the University of lateness caused by unforeseen circumstances (e.g., a flat tire, weather condition), call-ins for lateness due to emergencies will be required only if the employee expects to be late for one-half hour or more. Upon arriving late, the supervisor should be notified and an explanation given.
- 3) Employees who are late will have a pay deduction in accordance with the following schedule unless arrangements are made with the supervisor to make up time lost as a result of the tardiness within the same work week:

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

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

B. Absences.

- 1) In the event that an employee is unable to report to work for any reason, then the employee or someone in the employee's behalf shall, prior to the commencement of the employee's work shift, notify the employee's immediate supervisor or the Physical Plant Office that the employee will be absent. Failure to so notify the University, unless the failure is caused by an emergency, shall constitute cause for progressive steps of disciplinary action per the University policy.
- 2) An employee absent without previous permission or without notifying his or her supervisor is subject to disciplinary action including termination.

- 3) All absences from work whether with or without pay shall be recorded each day. Leaves with pay shall indicate the nature of the leave, e.g., sick leave, vacation, military leave, holiday, jury duty.
- 4) Because of the need for efficient scheduling of work, an employee who has been absent for an indefinite period will be expected to notify his or her supervisor at least two days before he or she expects to return to work if possible.
- 5) Any absence of more than three days for illness or injury, regardless of whether accrued sick leave or vacation has been requested will be reported to Human Resources.

ARTICLE 13

REST PERIODS AND MEAL BREAKS

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

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

- A. Any full time regular employee may be granted a leave of absence without pay when approved by the proper authority in order to preserve his or her employment rights and benefits that are eligible for continuance.
 - 1) All requests for leaves of absence without pay of 30 calendar days or more must be submitted in writing for approval or disapproval by the University. Leaves of absence of less than 30 days may be handled as excused absences.
 - 2) A leave of absence may be granted for a period not to exceed one year.
 - 3) Extensions of approved leaves of absence shall not exceed one year.
 - 4) A leave may not be granted for purposes of working for another employer.
 - 5) Sick leave and vacation days do not accumulate during leaves of absence without pay.
- B. A leave of absence without pay may be granted within the provisions of FMLA or for any exceptional personal reason if approved by the President of the University.

- C. Upon expiration of a leave of absence of less than two months the returning employee shall be reinstated to his or her former position. In the event the former position has been abolished or when the leave of absence is in excess of two months and the former position is not available, the employee shall be eligible for reinstatement to an open position of similar requirements and compensation. The employee shall notify the University in writing two weeks in advance of his or her intent to return to work ahead of the agreed upon time if possible.
- 1) Should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available. The University will notify the employee in writing if there is not a position available.
 - 2) Failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of the employee's services.

ARTICLE 15

ABSENCE DUE TO WORK-INCURRED INJURY OR OCCUPATIONAL DISEASE

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

- A. It is the policy of the University that an injured employee shall be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to that injury during days he or she is working.
- 1) All such absences shall be limited to the time required to obtain the necessary medical attention within a 15 mile radius of Kirksville. In the event that the professional services of a specialist are needed and necessary in the opinion of a licensed physician the restrictions above will be waived.
 - 2) An employee may be required to furnish satisfactory proof of such medical attention.
- B. Upon the recommendation of the attending physician, the employee may be excused from work with the deduction of sick leave for the balance of the day the injury occurs.
- C. Upon the recommendation of the attending physician that an injured employee is unable to return to work the following day, such employee may be granted leave without pay unless the employee elects to use any accumulated vacation or sick leave.

- D. During the waiting period (three days) immediately following an on-the-job injury or illness when payments under Workers' Compensation are not payable, the absence may be charged to any accumulated vacation or sick leave.

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

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

- 1) up to one full day's vacation for each day of absence, or
- 2) up to one day's sick leave for each day of absence.

- F. An injured employee whose injury arose out of and during the course of his or her work who is unable to return to work and who has been granted a written leave of absence shall continue to accumulate seniority and shall be permitted to accumulate vacation and sick leave allowances, for a period not to exceed one year. Such vacation and sick leave allowances may be credited to the account of the employee only upon return to an employment status.

- G. An injured employee who is still recovering, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work under the conditions set forth in Article 5, Sick Leave.

ARTICLE 16

WORKERS' COMPENSATION

- A. Workers' Compensation Insurance provides for the payment of medical expenses and compensation to any employee, hereinafter referred to as an "injured employee", who receives personal injuries arising out of and in the course of his or her employment or who incurs an occupational disease in the course of his or her employment and provides for death benefits should the accident or disease result in death.

- 1) The determination as to whether medical expenses and compensation are payable and the amount and duration of such payments are prescribed by state or other statutes and not by the University or the insurance company. In no case, however, shall the injured employee pyramid daily compensation to exceed 100% of his or her regular pay.
- 2) A waiting period of three days is prescribed by law and no Workers' Compensation is payable for the waiting period, unless the disability shall last

longer than four weeks, in which case payment for the three-day waiting period shall be allowed.

- a) The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a regular day's pay from the University. Payment for vacation, sick leave, or for an official holiday is not considered in determining regular pay.

B. For the purpose of computing salary and benefits in cases covered by Workers' Compensation the following computation will be followed:

- 1) The cash benefits received from Workers' Compensation will be supplemented by the University to the full regular day-time rate of pay computed to the nearest one-fourth (two hours) work day and the hours paid for by the University to the nearest two hours will be deducted from accumulated sick leave or earned vacation time being charged for the absence.
- 2) In the event the Workers' Compensation check is sent directly to the employee, he or she shall present the check to the Business Office for computation reasons or shall lose his or her right to supplemental benefits from the University.

ARTICLE 17

MILITARY LEAVE

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

ARTICLE 18

TIME OFF FOR VOTING

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

- A. The term "elections" as used herein shall be deemed to mean all elections which place local, state, and national candidates and/or issues before the general public.
- B. Employees who are qualified and eligible to vote at any elections held within the State of Missouri shall be relieved from duties and services at the University for a period of time for voting, which period shall not exceed three successive hours, including off-duty time, between the opening and the closing of the polls on the day of election.

- C. In providing the period of three successive hours between the opening and closing of the polls if any scheduled working time is involved, the employee shall be paid for that part of the scheduled working time for which it is necessary for the employee to be absent; provided, however, that the employee has, prior to election day, contacted his or her supervisor and requested to be absent from work for the purpose of voting.
- D. The supervisor shall have the right to specify the time which employees shall be relieved from duties and services so as to provide the three successive hours for voting, and the supervisor may assign employees to different absentee periods so as to maintain sufficient working schedules and forces at Truman State University. For example, if there are several employees working 8-12 and 1-5 p.m., the supervisor may allow some to report to work at 9 a.m. (allowing 6 a.m. - 9 a.m. as the three successive hours) and some to leave at 4 p.m. (allowing 4 p.m. - 7 p.m. as the voting period). In such cases the employee would be absent with pay one hour. Similarly, if an employee works a shift 8:30-5:30, the supervisor may specify that he or she vote during the period 6 a.m. - 9 a.m. and miss ½ hour of work or 4 p.m. - 7 p.m. and miss 1 ½ hours of work.
- E. Employees whose hours of work give them three successive hours on election day between the opening and closing of the polls when they are not on duty with the Truman State University will not be eligible for any paid time off for the purpose of voting.
- F. If an employee who commutes cannot, because of his or her travel arrangements, reach his or her voting place within the period of three successive hours between the opening and closing of the polls, he or she should arrange to cast an absentee ballot.
- G. Any employee of the University who is a resident of another state and who commutes to work from another state will be treated the same as a resident of Missouri in the case of a national election and primary held in preparation of a national election, but shall not be granted any paid time off for the purpose of state or local elections.

ARTICLE 19

CHECK-OFF OF UNION DUES

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

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

- 1) "I, the undersigned hereby authorize my employer, Truman State University, to deduct from my wages and to pay to Local 773 or its authorized representative, initiation fees and membership dues, in such amounts as may be established by such Local Union and in accordance with the agreement between such Local Union and my employer. This authorization and assignment shall be irrevocable

for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 30 days and not more than 60 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same."

- B. The assignment and deduction of union dues as provided for herein will become effective the first day of the month after the request and authorization is delivered to the University Business Office providing it is delivered to the University Business Office not later than the 15th of the month.
- C. Such employees desiring such deduction shall execute the authorization provided for herein to be delivered to the University Business Office.
- D. The University is hereby authorized, upon the filing of such requests and authorizations, to deduct from any net earnings due and payable to such employee the regular monthly dues as may be certified to the University by the appropriate union. Such deduction shall be made once each month, and the University shall, monthly, forward to the designated official of such Union, the following:
 - 1) A copy of any "Check-Off Authorization and Assignment" filed as provided with the University during the preceding month.
 - 2) A list of only such employees for whom the University had made a deduction showing the amount of dues deducted for each such employee.

ARTICLE 20

PAY PROCEDURES FOR DAYLIGHT SAVINGS TIME CONVERSION

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

ARTICLE 21

JOB OPENINGS, TRANSFERS & WORK ASSIGNMENTS

- A. Definitions: Occupational Group: one of the following: Housekeeping, Movers/Recycling, Grounds, Building/Facilities Trades, System Trades, and Boiler Plant.
Work Group: one of the following: Facilities Housekeeping, Facilities Trades, Academic Housekeeping, Movers/Recycling, Grounds, Building Trades, System Trades and Boiler Plant
- B. This Article does not limit the University's ability to make and revise individual work assignments. Nor does it limit the University's ability to convert any position to the type needed by the University.
- C. If a position opening exists in the Physical Plant Department, and the University decides to fill the position, the University will post a notice of the opening to allow qualified current Physical Plant employees to indicate an interest in the position. The notice will include a description of the position and the anticipated wage rate. All posted material is subject to University approval. Any changes to job qualifications during or after a job posting shall be reposted for an additional 3 working days. The reposting will include clarification of the updates.

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

- D. For the purpose of this article, a "transfer" means a move from one work group to another. When a current employee is moved to an opening that is in the same work group and shift, this is considered an individual work assignment. The University will make individual work assignments based on the best interests of the University taking into account indications of interest by current employees.
- E. If more than one qualified employee applies for an opening outside of their current respective work groups, the one who is most qualified will be selected. If the qualifications of two or more applicants are considered to be equal, the employee with the most seniority will be selected. The University reserves the right to determine

whether the employees concerned possess the desired qualifications such as relevant experience, physical fitness, training, aptitude, motivation, etc., to fill the position. If no current employees are found to be qualified, the University will go outside the bargaining unit and outside the University to fill the position.

- F. The seniority of each full time employee consists of his or her relative tenure with respect to other full time employees as recorded in the personnel records of the University. Seniority shall accumulate from the first day of full time employment in the employee's occupational group, but no employee shall be entitled to benefits of seniority until he or she has completed the required probationary period and any extension of such period.
- G. Any employee who has satisfactorily completed his or her probationary period, and who is subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days in the new position. If at any time within this qualifying period it is determined by the University that the employee is not qualified for the position, or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. To avoid seasonal requests for job assignments, transfers shall not be granted to an employee more than once each two years, unless agreed to by all parties.
- H. If an employee being granted a job transfer has previously satisfactorily completed his or her probationary period of 90 calendar days, and if the transfer involves a reduction in the wage rates, the probationary wage rate will be waived during the qualifying period in the new position. If the transfer involves an increase in wage rate, the probationary rate will be used during the 90 calendar day qualifying period in the new position. If the step-1 wage for the new position is less than the transferring employee's previous wage, but the step-3 wage for the new occupational group is higher than the step-3 wage for the person's previous occupational group, then the employee shall keep their previous wage until they reach a step that increases their wage. The length of probationary periods is not defined by this article – see article 11.

ARTICLE 22

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

- A. An employee "called-in" to work on a day when he or she has not been scheduled will be paid a minimum of three hours at the overtime rate for the "call-in." If the actual work hours for a "call-in" exceed three hours, the employee will be paid the actual hours worked, at the overtime rate. For example, an employee called in to work a time he or she has not been scheduled, who works 1.5 hours would be paid 3 hours at overtime rate or 4.5 hours total.
- B. An employee, who has completed his or her work schedule has left the campus and is subsequently "call-back" to work, will be paid a minimum of three hours at the overtime rate for the "call-back." If the actual work hours exceed three hours, the

employee will be paid the actual hours worked at the overtime rate. If an employee is called in or called back additional times, within three hours of the previous call, he/she will not be paid more than once for call-in/call-back paid time that overlaps.

- C. Scheduled After hours work: An employee scheduled to work any time that is non-continuous with their normal work hours (therefore requiring an extra trip to and from the campus) will be paid a minimum of three hours at the overtime rate for the scheduled after-hours work. If actual time for the scheduled after-hours work exceeds three hours, the employee will be paid for the actual hours worked, at the overtime rate.
- D. An employee called to work before his or her normal shift time begins and who continues working into his or her regular shift will not be considered to be either called-in or called-back and will be paid only for all hours worked. If there is a reasonably brief period not to exceed 30 minutes between the time of completing the work for which he or she is called in early and his or her normal starting time, this time will be considered also as time worked.
- E. Each employee is expected to work when called unless excused for good and sufficient reason, which is to be administered by reasonableness and fairness. Employees called in are expected to do whatever work is necessary even though not part of their regular duties.
- F. The hours credited for work on a call-in or call-back will not include travel time to or from home as the minimum pay provision is to allow for the inconvenience and the travel time involved.
- G. Shift differential premium pay will not be paid for "call-in" and "call-back" work.
- H. In case of call-in and call-back where the employee is required to work more than four hours or where an employee is held over for an additional four-hour period, he or she will be given 30 minutes paid time off for mealtime.

ARTICLE 23

LEAVE OF ABSENCE--UNION BUSINESS

- A. A leave of absence for up to one year will be granted to a regular full time employee of the University who has been elected or appointed to an office of the Union, or as a delegate, necessitating a leave of absence. Such leaves of absence will be granted only when the requests are made in writing by the appropriate Union officer addressed to the Physical Plant Director with a copy of the request addressed to the employee's immediate supervisor. The request for leave of absence is to give the dates the leave of absence will begin and end with two weeks notice before the beginning. The leave of absence is without pay.

- B. Such leave of absence may be renewed for an additional period when circumstances warrant renewal.
- C. No more than three employees or 30 percent of the employees, whichever is lesser, in any one work group may be on a leave of absence at the same time. In no case shall more than five employees out of the bargaining unit be on such leave at the same time.
- D. An employee on leave of absence for more than 30 days will not accumulate additional seniority of University service credit, nor will he or she be eligible for University benefits. The seniority or University service credits will be frozen as of the date the leave becomes effective. On returning from a leave of absence, an employee will have to his or her credit the same seniority and University service credits, which he or she had at the beginning of the leave of absence.
- E. A person who has been on a leave of absence as provided for above will be returned to the classification he or she occupied at the time his or her leave became effective, provided he or she is physically able to do the work, has the necessary seniority, and work is available.
- F. A person returning to work after a leave of absence of more than 30 days will give the University at least two weeks notice of his or her wish to return.
- G. A person who fails to report for work within five working days after expiration of a leave of absence shall be considered as having voluntarily quit unless he or she has a reason satisfactory to the University for needing additional time before returning to work. When such is the case, arrangements for an extension of the leave must be made with the University not later than the 14 day period following the expiration date of the leave, otherwise he or she will be considered as having voluntarily quit.

ARTICLE 24

SENIORITY

- A. A new employee entering the service of the University shall be considered as a probationary employee during the first 90 calendar days of service, and the employee will not be considered as having established any seniority rights until he or she has completed the probationary period and any extension of such period, after which seniority shall date from the employee's last date of hire.
- B. Seniority shall accumulate in the case of:
 - 1) Approved leave of absence (the University will give a written notice to the employee with a copy to the Chief Steward).

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

LAYOFF, REHIRING, AND JOB ABOLISHMENTS

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

ARTICLE 26

GRIEVANCE PROCEDURES

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

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

- F. It shall be understood that events which occurred before the signing of this agreement shall not form the basis for a grievance. This shall not limit the rights of any employee under the law.

ARTICLE 27

GRIEVANCE INVESTIGATION

- A. During all times when employees covered by this agreement are working, any officer of the Local or International Union shall have access to the University for the purpose of investigating or handling grievances. As a matter of courtesy, Union officials shall notify the Physical Plant Director of their arrival on campus. In no case shall such a visit be allowed to interfere with the scheduled work of the employees.
- B. One steward within a department, upon request made to the department supervisor, will be granted a reasonable time to investigate any grievance arising in the department during his or her scheduled working hours without loss of pay within a department. He or she must, however, report back to his or her supervisor promptly when his or her part in the grievance investigation has been completed. All other stewards shall utilize rest break time or meal time or their own time in resolving or in investigating grievances. In no case shall any stewards interfere with the work of the employees.
- C. The Chief Steward, upon request made to his or her supervisor, will be granted a reasonable time to investigate and process grievances during steps B and C during his or her scheduled working hours without loss of pay.

ARTICLE 28

STEWARDS

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

ARTICLE 29

SAFETY

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

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

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

ARTICLE 30

ARBITRATION

- A. If a grievance or dispute is not amicably adjusted, the Union may submit the grievance or dispute for final decision by an arbitrator. If the Union desires to submit the dispute to arbitration, notice must be given in writing to the University, and a joint request will be made of the Federal Mediation and Reconciliation Service to submit a list of five arbitrators. After the receipt of said list, the parties hereto shall strike names alternately from said list, with the Union striking the first name, until one name remains. The remaining name shall be appointed the impartial arbitrator.
- B. The sole function of the impartial arbitrator shall be to interpret the meaning of the articles of this Agreement, and it shall in no way be construed that the arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have no authority to consider more than one grievance, unless the parties mutually agree to the contrary.
- C. The arbitrator's decision shall be in writing and shall be binding upon all parties concerned. It is understood and agreed that upon mutual consent of both the University and the Union, the impartial arbitrator may be selected by mutual consent without applying all the provisions of this article. The University and the Union agree that the expenses of the impartial arbitrator, travel, miscellaneous expenses, except for the expenses of each party's own witnesses, shall be borne equally by each party.

ARTICLE 31

STRIKES AND OTHER INTERFERENCES

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

the University. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE 32

SUPERVISORS

- A. Supervisors shall be appointed by the University and shall work or supervise as directed by the University, and the number, work assignments, and relationships to each other, to the employees, and to the University shall be at the discretion of the University. Supervisors are not a part of the bargaining unit nor are they covered by the terms of this agreement.
- B. The question of supervisory status may be submitted to arbitration under the standards set forth in the National Labor Relations Act.

ARTICLE 33

GROUP INSURANCE

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

ARTICLE 34

WAGES

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

ARTICLE 35

WAGE REOPENING

Either the University or the Union by giving at least 60 days written notice prior to **July 1, 2019** (or any subsequent annual anniversary of July 1st while this memorandum is still in force) may reopen this memorandum for the sole purpose of negotiating changes in the wage rates schedule which is then in force. If either party has served notice of its intention to terminate or modify this memorandum under the provisions of Article 39, Effective Dates, then the applicable wage rates schedule shall end at the same time as the

Memorandum of Agreement, and a new wage rates schedule shall be one of the topics of discussion for any new memorandum of agreement.

ARTICLE 36

SAVINGS CLAUSE

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

ARTICLE 37

PROGRESSIVE DISCIPLINE

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

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

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

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

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

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

Employees covered under this Agreement may request Union representation in any possible disciplinary situation. Employees may request to have a union steward/union representative present during disciplinary/investigatory discussions with management. Management shall

make every effort to allow for union representation not to exceed a two hour wait time for union steward/union representative to be present.

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

ARTICLE 38

EMERGENCY CLOSURE

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

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

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

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

ARTICLE 39

EFFECTIVE DATES

This agreement shall be **effective July 1, 2018, and shall remain in effect until July 1, 2020**, 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, 2020**, or at least 60 days prior to any subsequent annual anniversary date of July 1st while this memorandum is still in force. If notice of intention to terminate or modify this memorandum is properly and timely given by either party, then this Memorandum of Agreement shall end on the applicable anniversary date of July 1st.

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

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

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

By _____
Susan L. Thomas, President
Truman State University

Date approved by the membership

Date approved by the Board of
Governors _____

Date signed by the Business
Manager _____
Kevin L. Starr

Date signed by the President of
of the University _____