

**AGREEMENT**

**between**

**SEATTLE UNIVERSITY**

**and**

**SEATTLE/KING COUNTY BUILDING &  
CONSTRUCTION  
TRADES COUNCIL**

**July 1, 2008 through June 30, 2011**

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## **AGREEMENT**

**between**

**SEATTLE UNIVERSITY**

**and**

**SEATTLE/KING COUNTY BUILDING & CONSTRUCTION  
TRADES COUNCIL**

**THIS AGREEMENT** is entered into effective July 1, 2008 by and between Seattle/King County Building & Construction Trades Council hereinafter referred to as the "Union" and Seattle University, hereinafter referred to as the "University." The Union consists of numerous Locals, hereinafter referred to as "Local(s)" that represent specific classes of represented employees.

### **SECTION 1 - COVERAGE**

(a) Recognition of Union as Bargaining Agent. The University recognizes the Union as the sole collective bargaining agent for all employees, including leads, [except enrolled students (including enrolled students, high school students) and temporary and day laborers] covered by this Agreement; namely, in classifications as stated in Appendix A hereto attached.

1. A Lead employee is responsible for crew direction and project accomplishment and receives premium pay under this Agreement, but is not responsible for hiring, transferring, suspending, layoff, recalling, promotion, discharge, rewarding, or disciplining other employees or adjusting their grievances.

(b) The University agrees to cooperate with the Union in good faith. The Union agrees to do likewise.

(c) Union Membership. All present employees shall as a condition of continued employment elect to join their respective Union or become Agency Fee payers within 30 days following the signing of this agreement by all parties. All employees hired after the signing of this Agreement shall have thirty (30) calendar days from the beginning of their employment to make this decision. Regular monthly dues or Agency Fees shall be required as a condition of employment after an initial 30 days of employment. It is the responsibility of the Union to enforce this provision.

(d) Payroll Deduction for Union Dues/Agency Fees. Upon written authorization from a bargaining unit employee, the University shall deduct monthly dues/fees and remit them to each employee's Local. The University's responsibility for the deducted amounts shall cease once dues/fees are forwarded to the appropriate Local. The Union and the employee authorizing the deduction of dues/fees shall indemnify and hold the University harmless for any claims, demands, suits or other forms of liability related to these deductions. Should the University

forward any amounts in excess of the correct dues/fees deduction to a Local, the Local will refund the overpayment to the University for the purpose of refunding the excess amount to the employee.

(c) **Right to Hire, Discipline Suspend, Terminate.** The University shall have the right to hire, discipline, suspend and terminate any employee for just cause such as incompetence, insubordination, or failure to perform work as required on the job, within the provisions of this Agreement.

(f) **Past Practices and Working Conditions.** Past practices and working conditions shall be continued under this Agreement and the Union will be notified of any changes in the practices.

(g) **Management reserves all rights, powers, and authority customarily exercised by management, as shown by the examples in Sect on 23 Management Rights except as otherwise identified by this Agreement.**

(h) **A review period of ninety (90) calendar days will be established for all newly hired employees during which time the University may terminate their services at will without requiring just cause. The Union will not be able to grieve such termination except where the University has failed to provide the employee work instruction, work expectations, and notice of need to improve.**

## **SECTION 2 - HOURS OF PAY**

(a) **Designated Hours of Work.** Eight (8) hours shall constitute a day's work. Five days per week shall constitute a work week. All work over eight (8) hours in any one day and all work over forty (40) hours in any designated work week shall be paid for at the overtime rate of time and one-half.

(b) **Four Day/Ten Hour Workweek**

Bargaining Unit employees who receive approval from management to work a regular shift of four (4), ten (10) hour workdays will not be required to work additional hours beyond the regular ten (10) hour work day.

Bargaining Unit employees who are called in for an emergency, and that call-in extends past 7pm, will not be required to report to their regularly scheduled start time the following day. The employee will be expected to work their scheduled number of hours, but may opt to start their work day up to two (2) hours late and extend their work day up to two (2) hours.

Employees shall be entitled to a minimum of eight (8) hours rest between shifts. Employees called into work less than eight (8) hours after the end of his/her previous shift shall be paid at the rate of time and a half (1.5) his/her regular rate of pay for all hours worked during such call-in. These hours will not be considered in the calculation of overtime for the week.

All four (4) day, ten (10) hour work days will be approved at the discretion of management. When possible the University will approve a ten (hour, four (4) day 10) straight-time work week for Bargaining Unit employees who make a written request. Due to the nature of certain jobs and staffing levels, management reserves the right to deny an employee's request

for a ten-hour, four-day work week. The ten (10) hour, four (4) day work week will not result in overtime pay unless it results in more than forty (40) hours in a work week. All work over (10) hours in any one day and all work over forty (40) hours in any work week shall be paid for at the overtime rate of one-and-one-half (1.5).

(c) When the University and Union mutually agree that it is necessary, work schedules, for both regular and scheduled overtime work will be posted no later than noon two days prior to the following week's work schedule.

(d) All work in excess of five (5) consecutive hours will require an unpaid lunch period of at least thirty (30) minutes. Regular lunch periods are scheduled between 12:00 noon and 1:00 p.m. or as near to the middle of the work shift as possible. A paid fifteen (15) minute relief period away from work as close to the middle of each four (4) – five (5) hour period (shift) will be provided and administered by the University consistent with State regulations WAC 296-126-092.

(e) Call Time. When employees are called to work outside their normal shift, they shall receive a minimum of four (4) hours pay at time and one-half (1.5). These hours will not be considered in the calculation of overtime for the week.

(f) If an employee is called in or scheduled to work a split shift, a split shift being any break of time in consecutive time worked, other than authorized rest periods and lunch period within a twenty-four (24) hour day, that employee shall receive a minimum of four (4) hours pay for each segment of a split shift. If a split shift results in overtime work, management shall distribute the overtime work in a manner that offers all employees the same opportunity for overtime hours.

(g) Under this Agreement, regular full-time and regular part-time (a minimum of 20 hours per week) Union employees who are required to work when the University's operations are officially suspended will be paid or will receive compensatory time off for time worked in addition to the pay for emergency closure in accordance with the HR Policy Manual.

(h) All non-scheduled work performed on Sunday will be compensated on the basis of a premium of two dollars and twenty-five cents (\$2.25) per hour.

(i) High Time Premium Pay. Any work authorized by management on a swing stage at thirty (30) feet or higher, or for gardeners performing work requiring fall protection equipment, will be paid a premium rate of one dollar and seventy-five cents (\$1.75) per hour over the employee's current rate of pay for actual time worked at this height and actual time to ascend and descend. Time to set up lifts, scaffoldings and other similar equipment will not be compensated at the premium rate.

(j) Welding Premium Pay. Any welding work authorized by management that is performed by a licensed welder will be paid a premium rate of one dollar and seventy-five cents (\$1.75) per hour over the employee's current rate of pay for actual time worked.

(k) Management reserves the right to request specific employees to work overtime when the work requires specialized skills that are essential to performing the overtime work. No employee shall be required to work management-requested overtime. Employees may reject management-requested overtime and not be adversely affected by the rejection. When

management requests specific employees to work overtime, it will not affect the voluntary overtime lists described below.

All voluntary overtime must be approved in advance by management. All overtime will be first offered to employees in the required job classification (See Appendix A). No employee shall be required to work voluntary overtime, nor shall any employee be adversely affected by a rejection of an opportunity to work overtime.

For the purpose of providing, insofar as is possible, an equitable distribution of voluntary overtime work within departments among members of specific job classifications, the following procedures will be followed:

- (1) The names of employees who wish to be considered for voluntary overtime work will be placed on lists in descending order of seniority;
- (2) When a voluntary overtime assignment is available, it shall be offered to the first employee on the appropriate list, then the second, etc., until the assignment is accepted. When an employee accepts a voluntary overtime assignment, or declines one because of personal choice, he shall be charged with such assignment and his name will be moved to the bottom of the list. An employee not available for a voluntary overtime assignment because he is on vacation, is sick, is using a personal day or is on an approved leave of absence shall be skipped without need to contact him. In this case the employee's name shall remain in place on the list. An employee who cannot be contacted for an assignment shall be similarly skipped and have his name remain in place on the list;
- (3) Management will post voluntary overtime lists and keep them up to date as assignments are made. These lists will be placed on bulletin boards or in another appropriate area that is readily accessible to the affected employees.

(l) Premium Pay for helper work: Any management authorized work performed by Maintenance Workers in a helper capacity for another shop will be paid a premium rate of one dollar (\$1.00) per hour over the employee's regular rate of pay for the actual time worked.

(m) Floor Specialist Premium Pay: Custodians performing floor specialty work that involves shampooing, waxing, buffing, or stripping of floors will be paid a premium of \$1.00 per hour for actual time worked.

(n) Residence Hall Overhaul: Custodians working during the residence hall overhaul times of move-in and move-out will be paid a premium of \$1.00 per hour for every hour worked the week of move-in plus the following week and the 2 weeks after move-out.

### **SECTION 3 - JOB DUTIES**

Under this Agreement, custodial personnel shall not perform duties that involve live wire electrical work or the replacement of plumbing fixtures.

**SECTION 4 - HOLIDAYS**

(a) Paid Holidays. The University agrees that there will be paid holidays for all regular full-time employees as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
	New Year's Eve

Regular part-time employees working more than twenty (20) hours per week will receive pro rata holiday pay.

(b) All holidays will be observed in accordance with University Policies and Procedures. Employees, who are required to work on a recognized holiday and whose only transportation is Metro bus service, will be given a one-half (1/2) hour grace period at the beginning of his/her shift when Metro is on holiday schedule.

(c) Regular employees will be given four (4) paid personal holidays to recognize the days worked between Christmas day and New Year's Day. Employees who are hired before December 24<sup>th</sup> will be given four (4) paid personal holidays in the fiscal year in which they are hired. Employees who are hired after December 24<sup>th</sup> will not be given personal holidays for the fiscal year in which they are hired.

Prior to taking a personal holiday, an employee is to submit a written request and secure approval three (3) work days in advance. The manager shall respond within one (1) working day. Lesser timelines may be applied if mutually agreed to by both the manager and the employee. No more than one employee in a work unit (i.e. Custodians, Grounds, and distinct work groups in Facilities Operations) may take a personal holiday on the same day unless agreed upon by management.

(d) If a paid holiday falls on a Sunday, Monday will be observed as the paid holiday. If a paid holiday falls on a Saturday, Friday will be observed as the paid holiday. For regular full-time and part-time employees covered under this Agreement and who work a regular schedule of Wednesday through Sunday and a paid holiday falls on Monday, the holiday will be observed on Sunday. If the paid holiday falls on Tuesday, the holiday will be observed on Wednesday. . .

(e) Premium pay for holiday work: If work is performed by employees on a designated holiday, the employee will be compensated at his/her regular hourly rate plus time and one-half (1.5). The \$2.00 premium rate per hour worked will be added following computation of regular pay plus time and one-half. These hours will not be considered in the calculation of overtime for the week.

Holidays and approved vacation time will be counted as days worked for purposes of computing overtime and premium pay. Sick leave shall not be counted as time worked for purposes of computing overtime and premium pay.

(f) There will be no scheduled work performed on New Year's Day, Thanksgiving Day or Christmas Day except for unforeseen emergencies.

#### **SECTION 5 – JOB CLASSIFICATIONS, RATES OF PAY AND USE OF PERSONAL VEHICLE**

(a) The bargaining unit job classifications and minimum rates of pay of employees covered by this Agreement shall be set forth in Appendix A. The University may offer new employees rates of pay that are higher than the minimum.

(b) Employees will be paid twice monthly on the 16th and the last working day of the month.

(c) Employees will not be required to use their personal vehicle. Employees who do use their personal vehicles for business will be provided mileage reimbursement at the rate established by University policy.

#### **SECTION 6 - HEALTH AND WELFARE AND SICK LEAVE**

Throughout the life of this Agreement, The University shall provide the same options, eligibility and costs for health, dental, vision, life insurance, short-term disability and long-term disability, sick leave and leaves of absence, as are offered to non-union staff employees.

#### **SECTION 7 - TUITION REMISSION**

Regular full-time and part-time employees, their spouses and dependents are entitled to educational benefits as outlined in the University's Human Resources Policy Manual.

#### **SECTION 8 - EDUCATIONAL TRAINING AND DEVELOPMENT**

(a) \$10,000 for employees to attend educational training and development programs shall be available each year for the duration of this contract.

(b) Application for approval of funding for an employee to attend a training program shall be made to Facilities management. The University shall have the right to deny payment for classes, courses, seminars and/or other training that do not directly relate to the enhancement of job skills.

(c) The University shall not pay for any education benefits offered free of charge by the Union or any other entity.

(d) Any classes that conflict with an employee's schedule may only be taken with management approval.

(e) An employee may submit the request for educational training and development in advance, and request pre-payment for the cost. Alternatively, an employee may submit a request

to attend an educational program, and if approved, self-pay, and request reimbursement following the program.

(f) An employee must provide evidence of attendance and successful completion of the education or training program. Barring an excused absence or approved, unforeseen circumstance in the event that the employee does not successfully complete the education and training program, and pre-payment for such program was made by the University, the employee will be obligated to re-pay the University the full amount within 30 calendar days by direct payment or payroll deduction.

#### **SECTION 9 - SAFETY SHOE ALLOWANCE**

The University commits to establish a program that will provide each current employee one (1) pair of OSHA-approved work shoes each year and new employees two (2) pairs of work shoes in the first year of employment. Each employee will maintain the shoes and return to management for replacement when they become defective. These shoes are to worn only at work or when traveling to and from work. This program will include provisions for an employee to purchase works shoes other than those included on the University list. These shoes will meet all other provisions of this section except the University will provide, in advance of purchase, or reimburse, up to \$150 for each pair of shoes.

#### **SECTION 10 - WORKPLACE ATTIRE**

The University will provide appropriate clothing to be worn while at work. Employees are expected to wear such clothing and/or badge that identifies them as part of the Facilities organization.

#### **SECTION 11 - BEREAVEMENT LEAVE**

All employees will be allowed up to five (5) days leave, with pay, for time lost in making arrangements for and/or attending the funeral of a member of his or her family member.

#### **SECTION 12 - JURY DUTY**

(a) Any employee covered by this Agreement who shall be summoned for jury duty, upon submission of proper evidence, will be paid a sum of money equal to the difference between straight time hourly earnings for the actual time lost, but not to exceed eight (8) hours per day or forty (40) hours per week, and the pay received as a juror that exceed the cost of meals, lodging and travel. Paid time spent on jury duty does not count as hours worked at the University for purposes of overtime.

(Note: Regular payment for their scheduled work week shall be made to employees who provide the University their jury pay (excluding cost of meals, lodging and travel) to the Human Resource Office. Such hours shall be counted as qualifying hours for vacation eligibility.)

(b) If employees are excused from Jury Service in time to allow their return to four (4) hours of work, they shall be required to do so.

### **SECTION 13 - RETIREMENT**

The University's current Retirement Plan will continue throughout the life of the Agreement. If the University makes any improvements to the plan, such improvements will be extended to bargaining unit members.

### **SECTION 14 - VACATION**

- (a) Vacation accrual for regular full-time employees will be as follows:  
Date of hire through 5 years - 80 hours  
6 years through 10 years - 120 hours  
11<sup>th</sup> year forward: 160 hours

(b) Vacation accrual for regular part-time employees working a minimum of twenty (20) hours per week will be paid on a pro rata basis.

(c) When scheduling vacations, seniority will be given preference. Once vacations have been scheduled, seniority may not be used to re-prioritize the vacation leave schedule. Vacations should be scheduled at a mutually agreeable time to meet the needs of the University, and the convenience of the employee. Requests for vacation are recommended to be made by the employee to his/her supervisor at least fourteen (14) calendar days in advance, except when not practicable. The approving supervisor will approve or disapprove within five (5) working days, except where not practicable.

(d) If in the future vacation days for University non-exempt personnel are increased, union bargaining unit personnel will be eligible to receive the increased vacation days.

### **SECTION 15 – ENVIRONMENTAL HEALTH AND SAFETY**

The University and employees will take steps to maintain a safe work environment. No employee is expected to risk injury or unsafe exposure during the course of employment. Employees should take reasonable steps during the course of their work to assure a safe work environment, such as fixing an unsafe condition or notifying management of any perceived unsafe conditions. Employees are expected to follow prescribed safety guidelines in the performance of their work.

Management will administer OSHA-mandated safety programs. When management determines it is in the best interest of the University, Facilities will pay for safety training and the obtaining of licenses.

### **SECTION 16 - NO-STRIKE CLAUSE**

- (a) **No Strike**

The union agrees for itself and its members, during the life of this Agreement, that they will not encourage, cause, authorize, or take part in any strike, or interfere with normal work in or about the University's premises.

- (b) **No Lockout**

The University agrees that there shall be no lockout during the life of this Agreement.

(c) Refusal to cross a lawful picket line as defined in this paragraph shall not be deemed a violation of this agreement. A lawful picket line is one established and maintained by a union, acting independently of the Seattle/King County Building & Construction Trades. Such picket line shall be situated at the premises of a University with whom the union is engaged in a dispute over wages, hours, or working conditions on behalf of employees whom the union represents for collective bargaining purposes.

#### **SECTION 17 - SENIORITY AND SUBCONTRACTING**

(a) Layoff and Recall. When an Employee has completed ninety (90) calendar days of employment, the employee shall be placed on the seniority list based on the employee's date of hire as a regular employee. For purposes of layoff and recall, seniority shall be by the job classifications listed in Appendix A herein. In the event of a layoff or re-hire, seniority shall prevail, provided that the employee is qualified for his/her position. If the University overrides seniority, the University shall establish that the senior employee is not qualified for his/her position.

b) Subcontracting. Whenever subcontractors are used to perform bargaining unit work, the University will notify the Union as far in advance as practical of the name of the subcontractor and the extent of anticipated use. Subcontractors will not be used to displace bargaining unit personnel without bargaining the effects of such subcontracting.

#### **SECTION 18 – CORRECTIVE ACTION**

(a) Unexcused and/or excessive absences, tardiness, unacceptable work performance, and other actions outlined in the HR Policy Manual will be cause for corrective action.

(b) Written warnings regarding tardiness/absenteeism and other work performance issues will be purged from employee files twenty-four (24) months from date of the written warning. The purging requirement will not apply to warnings regarding any matter, which the University is required by law to document. In addition, the purging requirement will not apply to any warnings regarding allegations of harassment or discrimination or any violations of state and federal law.

#### **SECTION 19 - NON-DISCRIMINATION POLICY**

The University and the Union agree that no discrimination against employees shall be permitted on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual or political orientation, or status as a Vietnam-era or special disabled veteran, or protected union activity.

#### **SECTION 20 - GRIEVANCE PROCEDURE**

(a) The purpose of this section is to provide a mutually acceptable method for prompt and equitable settlement of grievances and disputes over the interpretation and application of the terms of this Agreement.

(b) Definition: a grievance is an alleged violation or misapplication of a specific article or section of this Agreement.

(c) Process:

**Step 1:** All grievances under this Agreement, except in the case of termination, shall first be submitted in writing to the immediate supervisor and/ or department head within five (5) working days after the matter comes to the attention of the employee, or the employee should have reasonably known. (This written grievance should identify the general nature of the grievance and contract provision involved.) An informal conference over the matter between the employee and immediate supervisor and/ or department head shall be held within ten (10) working days to resolve the grievance. The supervisor and/or department head shall issue a written response within five (5) working days of the Step 1 meeting.

**Step 2:** If the grievance is not resolved at Step 1, the grievance shall be presented in writing by the union shop steward to the Office of Human Resources within ten (10) working days of the Step 1 response. The written statement should include:

- 1: the nature of the grievance;
- 2: the section(s) of alleged to have been violated;
- 3: the recommended solution to the grievance.

Within ten (10) working days of receipt of the Step 2 grievance, the Office of Human Resources shall submit a Step 2 written response to the grievant and the Union.

**Step 3:** If the grievant is not satisfied with the Step 2 response, the grievance shall be referred by the union to the Senior Vice President within five (5) working days of the determination made by the Office of Human Resources. Within ten (10) working days of receipt of the Step 3 grievance, the Senior Vice President (or designee) shall communicate a written Step 3 response to the Union. If the Step 3 response does not resolve the grievance, the grievance may proceed to Step 4 – Mediation/ Arbitration, if the Office of Human Resources receives an appeal of the Step 3 response to Step 4 Mediation/ Arbitration from the union within five (5) working days.

**Step 4: Mediation/ Arbitration.** As a possible fourth step, if the parties jointly agree, may submit the grievance to mediation as a preliminary option to possibly avoid the need for arbitration. The scope of the mediator's services shall be limited to serve as a facilitator of grievance discussions at Step 4 only, and no decision shall be rendered by the mediator, unless both parties agree. The fees of the mediator shall be divided equally between the University and the Union. The individual to serve as mediator shall be selected pursuant to the arbitrator selection procedures of Step 5 of this grievance procedure. A one (1) day mediation session shall be facilitated by the mediator.

**Arbitration.** Should there still be no resolution of the grievance through Step 4 Mediation, or if the parties agreed to bypass mediation, the Union may refer the grievance to Arbitration, if the Office of Human Resources receives an appeal of the grievance Step 5 arbitration from the union within ten (10) working days of the close of the mediation session or within ten (10) working days of the receipt of the letter from the Senior Vice President from Step 3. The arbitrator shall have no authority to modify or add to the express terms of this Agreement. The arbitrator's decision shall be final and binding.

The parties agree to share equally in the cost of the arbitration. This section shall be the exclusive means for resolving disputes concerning the interpretation of the Agreement. If the parties are unable to agree upon a neutral arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a panel from the States of Washington and Oregon from which the parties will select an arbitrator, wither by mutual agreement, or by alternately striking one name from such panel until only one name remains.

(d) All time frames above may be extended by mutual consent.

(e) Failure by an employee or the Union to process on a timely basis at any step of the grievance procedure shall be interpreted that the Union withdrew the grievance.

#### **SECTION 21 - VALIDITY OF AGREEMENT**

(a) If any provision of this Agreement is declared invalid by a court or competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.

#### **SECTION 22 - TERM OF AGREEMENT**

(a) This Agreement shall be effective July 1, 2008 and remain in effect, unless the termination date is extended by mutual agreement, until June 30, 2011, and shall be deemed renewed thereafter from year to year unless either party gives written notice to the other of a desire to modify or terminate the same, and said notice to be given at least sixty (60) days prior to the expiration date.

(b) Beginning March 2009 and March 2010, respectively, the parties agree to engage in negotiations for the purpose of consideration of compensation, as may be recommended and approved by the Board of Trustees in its setting of the fiscal year budgets. Wage increases for fiscal year 2008-2009 will be documented in Appendix A. Wage increases for fiscal year 2009-2010 will be documented in Appendix B. Wage increases for fiscal year 2010-2011 will be documented in Appendix C.

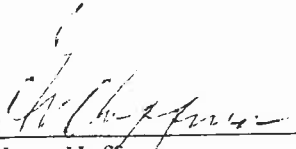
#### **SECTION 23 - MANAGEMENT RIGHTS**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the University. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, are the right to direct the work force, to set standards of performance and/or the services to be rendered, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other corrective action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The University shall retain the right to maintain efficiency of the University operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

**SIGNATURES**

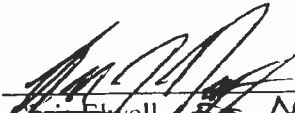
IN WITNESS WHEREOF, the parties hereto have duly accepted and executed this Agreement on the 1ST day of July, 2008

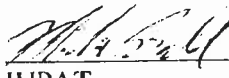
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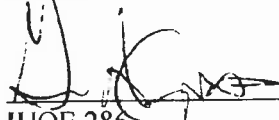
By:   
Jerry Huffman  
Assistant Vice President of Human Resources  
Seattle University

FOR THE UNION:


SEATTLE/KING COUNTY  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

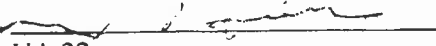
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Chris Ethwell ~~SE~~ NEWGENT  
Executive Secretary

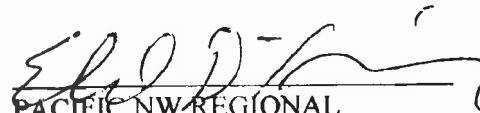
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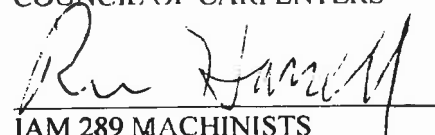
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IAM 289 MACHINISTS

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SPPMD&AT 1094

**APPENDIX A- JOB CLASSIFICATIONS AND WAGE RATE MINIMUMS**

The following Job Classification and Wage Rate Minimums effective July 1, 2008 are:

- 1) Effective July 1, 2008, the wage minimum for the positions of Gardener, Irrigation Specialist, and Recycling and Compost Technician classifications will increase to \$13.50.

<b>Effective 7/1/2008</b>	<b>Minimum</b>
HVAC	\$15.00
Grounds Worker	\$11.00
Carpenter	\$15.00
Carpenter Helper	\$12.50
Controls Technician	\$20.00
Custodian	\$11.00
Gardener	\$13.50
Locksmith	\$15.00
Irrigation Specialist	\$13.50
Maintenance Worker	\$11.00
Mechanic	\$15.00
Painter	\$15.00
Painter Helper	\$12.50
Plumber	\$20.00
Recycling and Composting Technician	\$13.50
Residence Hall Maintenance	\$15.00
Signage & Graphic Designer	\$15.00
Steamfitter	\$20.00
Mason	\$15.00
Utilities Helper	\$11.00

- (a) **Designated Lead Employees** will receive \$1.75 per hour premium over the highest employee led, or over their appropriate rate, whichever is higher.
- (b) **Designated Temporary Lead Employees** will be compensated as follows: If an employee who has Lead responsibility is absent from the job less than two days, a Lead or Senior Lead will not be assigned to fill the responsibilities of that position unless designated by management. Each employee will continue to perform his/her normal work routine

If an employee who has Lead responsibility is absent from the job for two days or more, a regular employee from the appropriate classification will be assigned to fill the Lead responsibilities. Such assignment shall be made on a seniority basis, provided that the employee has the skills and ability to fill the Lead position. The person assigned to fill the Interim Lead role will be compensated at the rate of \$1.75 per hour above the highest person led, or their own hourly rate, whichever is higher.

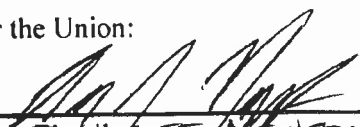
**APPENDIX B- WAGE RATES**

Effective July 1, 2008:

- 2) Effective July 1, 2008 all current employees will receive an increase of four (4) percent in base hourly wages, unless designated differently below.
- 3) Effective July 1, 2008 all employees in the Gardener position will receive the base hourly wage increase of four (4) percent referenced above plus an additional one dollar (\$1) per hour in their base hourly wage.
- 4) Effective July 1, 2008 employees in the position of Grounds Worker will receive the base hourly wage increase of four (4) percent referenced above plus an additional one dollar (\$1.00) per hour in their base hourly wage.
- 5) Effective July 1, 2008 employees in the position of Maintenance Worker will receive the base hourly wage increase of four (4) percent referenced above plus an additional fifty cents (\$.50) per hour in their base hourly wage.
- 6) All Residence Hall Maintenance workers wages effective July 1, 2008 are outlined in the attached Memorandum of Understanding dated October 9, 2008.
- 7) All Residence Hall Custodian wages effective July 1, 2008 are outlined in the attached Memorandum of Understanding dated October 9, 2008.

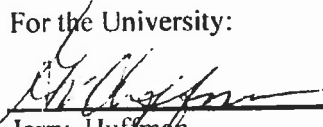
**Approvals:**

For the Union:

  
\_\_\_\_\_  
Chris Elwell *LEE NEWGEN*  
Executive Secretary  
Seattle King County Building &  
Construction Trades Council

*3-3-09*  
\_\_\_\_\_  
Date

For the University:

  
\_\_\_\_\_  
Jerry Huffman  
Assistant Vice President of Human  
Resources  
Seattle University

*3/3/09*  
\_\_\_\_\_  
Date

APPENDIX C - WAGE INCREASES EFFECTIVE JULY 1, 2009

TO BE NEGOTIATED

Approvals:

For the Union:

  
\_\_\_\_\_  
Chris Etwell ~~LEE~~ NEYBENT

Date: 3-3-09

For the University:

  
\_\_\_\_\_  
Jerry Huffman

Date: 3/3/09

APPENDIX C - WAGE INCREASES EFFECTIVE JULY 1, 2010

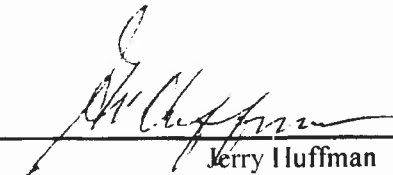
TO BE NEGOTIATED

Approvals:

For the Union:

  
\_\_\_\_\_  
Date: 3-3-09 Chris Elwell LEE NEWGENT

For the University:

  
\_\_\_\_\_  
Date: 3/3/09 Jerry Huffman