

AGREEMENT

between

SEATTLE UNIVERSITY

and

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

July 1, 2017 through June 30, 2020

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SEATTLE UNIVERSITY

and

SEATTLE/KING COUNTY BUILDING & CONSTRUCTION
TRADES COUNCIL

THIS AGREEMENT is entered into effective July 1, 2017 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.

(e) 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 Section 24 Management Rights except as otherwise identified by this Agreement.

(h) A review period of one hundred eighty (180) 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 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 one and one half the regular rate of pay.

(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 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 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 one and one 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 ten (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) the regular rate of pay.

(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 one and one half (1.5) their regular rate of pay. 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) Employees who are required to work during or prior to scheduled work shift hours, for the hours when the University's operations are officially suspended, will be paid time and one-half (1-½) for time worked in addition to the pay for emergency closure in accordance with the HR Policy Manual. Refer to Call Time (section 2e). For example, if the university closed because of snow until 10AM, then the pay rate will start when the employee was scheduled to start their shift until 10AM. After 10AM, the rate reverts back to their regular pay rate and in no case will they be paid at the premium after the university resumes regular operations. If the employee was asked by management to start earlier than their scheduled shift, then they will be paid at the suspended operations premium rate from the time they start work during the hours of suspended operations. If the employee works beyond eight (8) hours on that day, they have the option of continuing work and be paid at the Suspended Operations premium only if requested by management to do so.

(h) All non-scheduled work performed on Sunday will be compensated at one and one half (1.5) times their regular rate of pay plus a premium of two dollars and twenty-five cents (\$2.25) per hour.

(i) High Time Premium Pay. Any work authorized by the Director of Facilities

Operations or his/her designee requiring a safety harness will be paid a premium rate of two dollars and twenty-five cents (\$2.25) 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 two dollars and twenty-five cents (\$2.25) 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: All support Residence Hall Maintenance and 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.

(o) Phone Consultation/Remote Response: The University and the Union agree that some maintenance issues and/or troubleshooting do not require an employee to return to campus on a non-scheduled work day or outside regular work hours. In such instances, employees shall be compensated for telephone consultations/remote responses on a non-scheduled work day or outside regular work hours as follows:

- 1) A minimum of thirty (30) minutes at one and one half (1.5) times the regular rate of pay between the hours 8AM and 8PM.
- 2) A minimum of sixty (60) minutes at one and on half (1.5) times the regular rate of pay between the hours 8PM and 8AM.
- 3) This provision does not require employees to be on-call. This work is performed on a voluntary basis.

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
Easter Monday	Day before Christmas Day
Memorial Day	Christmas Day
Independence 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 services, 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 24th will be given four (4) paid personal holidays in the fiscal year in which they are

hired. Employees hired after December 24th 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 timeliness 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 Saturday or Sunday, the day observed as the paid holiday will follow the University Calendar. 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 \$2.25 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 10th and 25th of each 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 leave 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. The University may prioritize funding training that relates to required licenses and certifications.

The University shall respond to an employee request for training funds within 10 working days. If a request for training is denied, management shall provide an explanation to the requesting employee. Upon request, management will provide the reason for the denial in writing.

Upon request by the Seattle Building Trades, the University shall provide an update on allocations of training funds.

(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 thirty (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 at least 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. These shoes are to be worn only at work or when traveling to and from work. This program will include provisions for an employee to purchase work 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 for new employees and then up to \$150 each year which may be used for multiple pairs of OSHA-approved work shoes thereafter.

SECTION 10 – REIMBURSEMENT FOR PRESCRIPTION SAFETY GLASSES

The University will reimburse each employee a maximum of \$300 for prescription safety glasses every two calendar years. Reimbursable glasses must meet ANSI Z-87 safety standards.

SECTION 11 – WORKPLACE ATTIRE

The University shall provide appropriate clothing to be worn while at work. The University shall reimburse each current and future Employee up to one hundred and fifty dollars (\$150) each year for work pants. Employees are expected to wear such clothing and/or badge that identify them as part of the Facilities organization.

SECTION 12 – 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.

SECTION 13 – 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 Resources 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 14 – 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 15 – 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

11th year forward – 160 hours

(b) Vacation accrual for a 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 16 – 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 DOSH –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 17 – 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 an endorsed picket line as defined in this paragraph shall not be deemed a violation of this agreement. An endorsed picket line is one authorized by a majority vote of the Seattle/King County Building & Construction Trades affiliates. Such picket line shall be situated at the premises of the 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 18 – 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 current bargaining unit personnel.

SECTION 19 – 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 removed from employee files twenty-four (24) months from date of the written warning. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law and shall not be used as a basis for progressive discipline. The removal requirement will not apply to warnings regarding any matter, which the University is required by law to document. In addition, the removal requirement will not apply to any warnings regarding allegations of harassment or discrimination, safety violations, or any violations of state and federal law.

SECTION 20 – NON-DISCRIMINATION POLICY

Seattle University takes seriously its responsibility to provide a working, learning and living environment free of discrimination and harassment. The University and Union agree that the current university non-discrimination policy will apply to union employees.

The current University non-discrimination policy is found on the policies website:
<http://www.seattleu.edu/policies/nondiscrimination-policy>

The University and Union further agree that discrimination against employees who participate in protected union activity will not be permitted.

SECTION 21 – LABOR MANAGEMENT COMMUNICATIONS COMMITTEE MEETING

The University and the Union endorse the goal of a constructive and collaborative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Labor Management Communication Committee (LMCC) meetings, for the sharing of information and regular discussions on identified topics of interest.

LMCC meetings will be conducted up to three (3) times per year, unless agreed otherwise. All committee meetings will be scheduled on mutually acceptable dates and times.

All of the LMCC meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Additionally, the Union and University agree these meetings will focus on issues of a collective nature and will encourage employees and supervisors to work together on individual concerns.

Employees attending LMCC meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings, and any travel to and from committee meetings during employees' non-work time will not be compensated for or considered as time worked.

SECTION 22 – 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 ten (10) 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 the contract 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 Executive 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 Executive 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 procedure of Step 5 of the grievance procedure. A one (1) day mediation session shall be facilitated by the mediator.

Step 5: 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 form the Executive 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, whether 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 23 – 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 24 – TERM OF AGREEMENT

(a) This Agreement shall be effective July 1, 2017 and remain in effect, unless the termination date is extended by mutual agreement, until June 30, 2020, 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 2018 and March 2019, 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 2017-2018 will be documented in Appendix B. Wage increases for fiscal year 2018-2019 will be documented in Appendix C. Wage increases for fiscal year 2019-2020 will be documented in Appendix D.

SECTION 25 – 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

IT WITNESS WHEREOF, the parties hereto have duly accepted and executed this Agreement on the ___ day of _____, 2017.

FOR SEATTLE UNIVERSITY:

By:



Michelle Clements,
Vice President of Human Resources

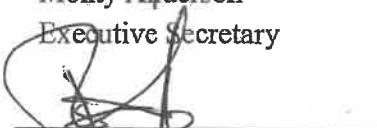
FOR THE UNION:
**SEATTLE/KING COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL**

By:



Monty Anderson
Executive Secretary

By:



IUPAT

By:



IUOE 286

By:

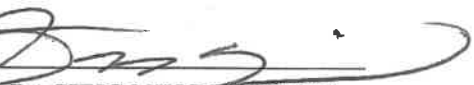


LIUNA 242

By:

SEIU 6

By:



PACIFIC NW REGIONAL
COUNCIL OF CARPENTERS

By:

W/A _____

IAM 289 MACHINISTS

By:

See JWAAT _____

SPPMD&AT 1094

SIGNATURES

IT WITNESS WHEREOF, the parties hereto have duly accepted and executed this Agreement on the ___ day of _____, 2017.

FOR SEATTLE UNIVERISTY:

By: _____
Michelle Clements,
Vice President of Human Resources

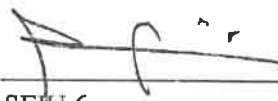
FOR THE UNION:
**SEATTLE/KING COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL**

By: _____
Monty Anderson
Executive Secretary

By: _____
IUPAT

By: _____
IUOE 286

By: _____
LIUNA 242

By: _____

SEIU 6

By: _____
PACIFIC NW REGIONAL
COUNCIL OF CARPENTERS

By: _____
IAM 289 MACHINISTS

By: _____
SPPMD&AT 1094

APPENDIX A – JOB CLASSIFICATIONS AND WAGE RATE MINIMUMS

The following Job Classification and Wage Rate Minimums effective July 1, 2017 are:

Classification	Minimum* 7/1/2017
Grounds Worker	\$15.00
Carpenter	\$25.00
Carpenter Helper	\$15.00
Custodian	\$15.00
Gardener	\$17.00
Locksmith	\$22.50
Maintenance Worker	\$16.00
Mechanic	TBD
Painter	\$23.00
Painter Helper	\$15.00
Recycling and Composting Technician	\$16.00
Residence Hall Maintenance	\$19.00

*Wage rate minimums established for 7/1/2017 are generally 75% of the MRP (Market Reference Point) identified in the 2017 wage negotiation process, or the City of Seattle Minimum Wage Rate, whichever is higher.

- (a) **Designated Lead Employees** will receive \$2.25 per hour premium over the highest paid employee led.
- (b) **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 \$2.25 per hour premium over their base rate commencing for the period when acting as a lead.

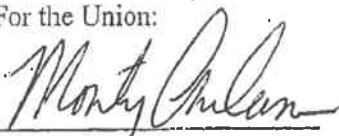
APPENDIX B – WAGE RATES

Effective July 1, 2017:

Effective July 1, 2017 all current employees will receive an increase of two and a half (2.5) percent in base hourly wages, with previously agreed-upon individuals receiving an additional amount to keep pace with market reference point.

Approvals:

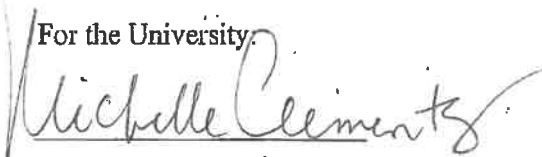
For the Union:



Monty Anderson
Executive Secretary
Seattle King County Building &
Construction Trades Council

Aug 25, 2017
Date:

For the University:



Michelle Clements
Vice President of Human Resources
Seattle University

8/28/17
Date:

APPENDIX C – WAGE INCREASES EFFECTIVE JULY 1, 2018

TO BE NEGOTIATED

Approvals:

For the Union:



Monty Anderson

Date:

Aug 25, 2017

For the University:



Michelle Clements

Date:

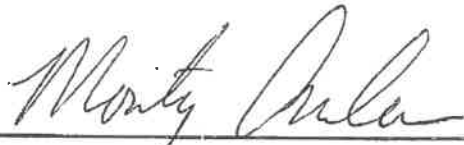
8/28/17

APPENDIX D – WAGE INCREASES EFFECTIVE JULY 1, 2019

TO BE NEGOTIATED

Approvals:

For the Union:



Monty Anderson

Date:

Aug 25, 2017

For the University:



Michelle Clements

Date:

8/28/17