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AGREEMENT

between

SEATTLE UNIVERSITY

and

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

July 1, 2005 through June 30, 2008

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AGREEMENT

between

SEATTLE UNIVERSITY

and

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

THIS AGREEMENT is entered into effective July 1, 2005 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

Recognition of Union as Bargaining Agent. The University recognizes the Union

(a) as the sole collective bargaining agent for all employees 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.

(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 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 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 by the University.

(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 is officially closed 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.

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

Paid Holidays. The University agrees that there will be paid holidays for all regular (a) 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

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 24th will be given four (4) paid personal holidays in the fiscal year in which they are hired. Employees who are hired after December 24th will not be given personal holidays for the fiscal year in which they are hired.

When the University closes officially at noon on December 24th, and because December 24th is a holiday for bargaining unit members, it is agreed that bargaining unit members will work only ½ day (4 hours) on December 31st (New Year's Eve) and will be paid for eight (8) hours. If the University decides to require staff employees to work the full-day on December 24th, bargaining unit employees will be expected to work a complete shift of eight (8) hours on December 31st.

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, up to \$100 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 three (3) days leave, with pay, for time lost

(a) in making arrangements for and/or attending the funeral of a member of his or her family member in the State of Washington, and five (5) days for an out-of-state funeral.

SECTION 12 - JURY DUTY

Any employee covered by this Agreement who shall be summoned for jury duty,

(a) 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.)

If employees are excused from Jury Service in time to allow their return to four

(b) (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

Vacation accrual for regular full-time employees will be as follows:

(a)

Date of hire through 5 years - 80 hours

6 years through 10 years - 120 hours

11th year forward: 160 hours

Vacation accrual for regular part-time employees working a minimum of twenty

(b)

(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.

If in the future vacation days for University non-exempt personnel are increased,

(d)

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

No Strike

(a)

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.

No Lockout

(b)

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

Refusal to cross a lawful picket line as defined in this paragraph shall not be

(c)

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

Layoff and Recall. When an Employee has completed ninety (90) calendar days

(a)

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.

Subcontracting. Whenever subcontractors are used to perform bargaining unit

b)

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

Unexcused and/or excessive absences, tardiness, unacceptable work performance,

(a)

and other actions outlined in the HR Policy Manual will be cause for corrective action.

Written warnings regarding tardiness/absenteeism and other work performance

(b)

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

All grievances under this Agreement, except in the case of termination, shall first

(a) be submitted to the immediate supervisor and/or department head within five (5) working days after the matter comes to the attention of the employee. If not resolved by the immediate supervisor within ten (10) working days, or in the case of termination, the grievance shall be reduced to writing and presented by the Shop Steward or Union representative to the Associate Vice President for Human Resources. If still not resolved, within ten (10) working days thereafter, the grievance will be referred to the Vice President for Administration, within ten (10) working days following the decision of the Associate Vice President, Human Resources. Should there still be no resolution, the grievance shall be referred to binding arbitration within sixty (60) days of filing the grievance. The arbitrator shall have no authority to modify or add to the express terms of this Agreement. 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. The decision of a neutral arbitrator selected by the parties shall be final and binding upon them.

(b) 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 which the parties will select an arbitrator, either by mutual agreement, or by alternately striking one name from such panel until only one name remains.

All time frames above may be extended by mutual consent.

(c)

SECTION 21 - VALIDITY OF AGREEMENT

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

SECTION 23 - TERM OF AGREEMENT

This Agreement shall be effective July 1, 2005 and remain in effect, unless the (a) termination date is extended by mutual agreement, until June 30, 2008, 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.

Beginning March 2006 and March 2007, respectively, the parties agree to engage (b) 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 2005-2006 will be documented in Appendix B. Wage increases for fiscal year 2006-2007 will be documented in Appendix C. Wage increases for fiscal year 2007-2008 will be documented in Appendix D.

SECTION 24 - 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 _____ day of _____, 2005

FOR SEATTLE UNIVERSITY:

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

By: _____
Philip D. Irwin
AVP for Human Resources

By: _____
-Peter Coates Executive Secretary

By: _____
IUPAT

By: _____
IUOE 286

By: _____
LIUNA 242

By: _____
SEIU 6

By: _____
UA 32

By: _____
PACIFIC NW REGIONAL
COUNCIL OF CARPENTERS

By: _____
IAM 289 MACHINISTS

By: _____
SPPMD&AT 1094

APPENDIX A- JOB CLASSIFICATIONS AND WAGE RATE MINIMUMS

Effective 7/1/2005	Minimum
HVAC	\$15.00
Grounds Worker	\$10.50
Carpenter	\$15.00
Carpenter Helper	\$12.00
Controls Technician	\$20.00
Custodian	\$10.50
Gardener	\$12.00
Locksmith	\$15.00
Irrigation Specialist	\$12.00
Maintenance Worker	\$10.50
Mechanic	\$15.00
Painter	\$15.00
Painter Helper	\$12.00
Plumber	\$20.00
Recycling and Composting Technician	\$12.00
Residence Hall Maintenance **	\$14.33
Signage & Graphic Designer	\$15.00
Steamfitter	\$20.00
Mason	\$15.00
Utilities Helper	\$10.50

** The University commits that the Minimum Rate for Residence Hall Maintenance will increase in accordance with the following schedule:

July 1, 2006 \$14.67
 July 1, 2007 \$15.00

(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 INCREASES EFFECTIVE JULY 1, 2005**

- 1) Effective July 1, 2005, all current employees will receive an increase of 3 (three) percent in base hourly wage
- 2) Effective July 1, 2005, those employees whose wage, including the 3%, are below the wage minimums effective July 1, 2005, will receive additional compensation to bring them to the wage minimum.
- 3) Effective July 1, 2005, the following employees will receive three (3) percent plus an additional one (1) percent of their June 30, 2005 base hourly wage. Hence they will receive a total increase of four (4) percent of their June 30, 2005 base hourly wage. This is to recognize the compression caused by the increase in wage minimums:

Michael A. Davis
James C. Jones
Thongd Khamuksawat
Tsehai Haile
Joseph Mandell
Becki P. Koukai-Liebe

Approvals:

For the Union:

John Littel

Date: _____

For the University:

Philip D. Irwin

Date: _____

APPENDIX C -- WAGE INCREASES EFFECTIVE JULY 1, 2006

TO BE NEGOTIATED

Approvals:

For the Union:

John Littel

Date: _____

For the University:

Philip D. Irwin

Date: _____

APPENDIX D - WAGE INCREASES EFFECTIVE JULY 1, 2007

TO BE NEGOTIATED

Approvals:

For the Union:

John Littel

Date: _____

For the University:

Philip D. Irwin

Date: _____

