

**ELECTRICAL MAINTENANCE AGREEMENT**

BETWEEN

SEATTLE UNIVERSITY

AND

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

LOCAL UNION NO. 46, AFL-CIO

JULY 1, 2022 THROUGH JUNE 30, 2025

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# ELECTRICAL MAINTENANCE AGREEMENT

By and Between  
IBEW Local Union No. 46  
And  
Seattle University

This Agreement is made and entered into this 1<sup>st</sup> day of July 2022 by and between SEATTLE UNIVERSITY, (hereinafter referred to as “University”) and IBEW LOCAL UNION NO. 46 (hereinafter referred to as the “Union”).

The parties hereto, in the interest of standardization of conditions of employment and for the added purpose of fostering the mutual interest of the union and the University, hereby agree to and adopt the, following rule to govern wages, hours, and other conditions of employment to the positions represented by the union.

## ARTICLE I RECOGNITION

### ***Section 1.1*** RECOGNITION OF UNION AS BARGAINING AGENT

The University recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and conditions of employment for all regular full time and part time employees in classifications covered under the scope of this Agreement. The Union does not view the Management Rights Clause contained herein as a waiver of any bargaining rights contained in the National Labor Relations Act. The scope of this contract does not include students.

***Section 1.1(a)*** LEAD ELECTRICIAN A lead employee is not a supervisor but is responsible for crew direction and receives premium pay under this Agreement.

***Section 1.1(b)*** PLANNER ELECTRICIAN A Planner Electrician is not a supervisor but is responsible for project planning and review and receives premium pay under this Agreement.

### ***Section 1.2*** UNION MEMBERSHIP/AGENCY SHOP

#### ***Section 1.2 (a)***

All present employees shall exercise an option of joining the Union or declining to join the Union within thirty (30) days following execution of this Agreement, and those electing to join, shall remain members during the life of this Agreement as a condition of continued employment.

#### ***Section 1.2 (b)***

All employees hired after the execution date of this Agreement shall exercise the same option within thirty (30) working days following the beginning of their employment, and shall remain members during the life of the Agreement as a condition of continued employment if they elect to join the Union.

***Section 1.2 (c)***

For current employees and those employees hired after the effective date of this Agreement who join the Union and request agency shop status, a fee equal to monthly dues will be required as a condition of continued employment after the initial thirty (30) days.

***Section 1.2 (d)***

The University agrees to refer new employees to the local business office of the Union for registration and advise as to the Union or shop agency fee requirements of this agreement. The University shall give the Union notice of opportunities of employment in classifications covered by this Agreement.

***Section 1.2 (e)***

The University shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of the Union's written request to the University's Vice President of Human Resources. Such termination of employment shall be written thirty (30) working days of receipt of the Union's written request to the University's Vice President of Human Resources. Prior to sending a written request for termination to the University, the Union shall notify the affected employee in writing of its intention to request termination.

***Section 1.3 UNION DUES*** Upon receipt of a written, personally signed authorization form by an employee of the University covered under the Collective Bargaining Agreement between International Brotherhood of Electrical Workers Local Union No. 46 and the University, the University shall deduct from such employee's pay monthly dues as required. The University shall transmit to the Financial Secretary of I.B.E.W. Local Union No. 46 on or before the fifteenth (15<sup>th</sup>) day of the current month those deductions made for the immediate past month along with a list of those employees and amount of monies for whom such deductions have been made.

***Section 1.4 SCOPE OF WORK*** Installation, operation maintenance, repair, service of all electrical systems and devices and all other electrical duties as assigned to include data systems and signal device services.

***Section 1.5 REFERRAL OF TEMPORARY MAINTENANCE ELECTRICIANS***

Temporary Electricians referred by I.B.E.W. Local Union No. 46 to the University for employment as an electrician within "Scope of Work" shall be paid Maintenance Electrician rate of pay in addition to current monetary value of I.B.E.W. Local Union No. 46 Wireman Pension, NEBF and Health and Welfare. Following the completion of ninety (90) calendar days of service, a Temporary Electrician will be paid for holiday(s) that fall within his/her/scheduled workweek.

## ARTICLE II

### WAGES

**Section 2.1 WAGES** The University shall provide wages to electricians effective July 1, 2022 through June 30, 2023 as described below. Such wages shall apply by each defined job category for incumbent employees and newly-hired employees.

<u>ELECTRICAL ASSISTANT</u>	Per Section 2.5
<u>LIGHTING FIXTURE TECHNICIAN</u>	Per Section 2.6
<u>MAINTENANCE ELECTRICIAN</u>	90% of Journey
<u>JOURNEY ELECTRICIAN (01 Licensed)</u>	44.52/hr
<u>TRAINING PREMIUM</u> Training Premium applies to Lead and Planner hours worked.	\$0.50/hr

**Section 2.2 WAGE RATES** The University may pay over the established wage rates. Nothing in this Agreement shall prevent the University from paying over the established wage rates.

**Section 2.3 WAGE NEGOTIATIONS RE-OPENER** During the three (3) year term of this Agreement, IBEW Local Union No. 46 and the University agree to engage in a wage negotiations re-opener as follows:

- a) Prior to June 30, 2023 for discussion of wages for contract year 2023-2024

#### **Appendix A**

- b) Prior to June 20, 2024 for discussion of wages for contract year 2024-2025

#### **Appendix B**

Such wage negotiations re-openers shall be for the purpose of determining wage modifications for compensation as may be allowed by the Board of Trustees in its setting of the fiscal year budget(s).

**Section 2.4(a) LEAD PREMIUM PAY** A designated lead employee will be paid an additional \$2.25 per hour over his/her regular rate of pay.

In the absence of the Lead Electrician for two (2) days or more, a regular bargaining unit employee will be assigned on a seniority basis to fulfill the Lead Maintenance Electrician's responsibilities unless management has already designated a temporary lead. The employee assigned to fill this "interim" Lead Electrician role will be compensated at the rate of \$2.25 per hour commencing for the period of time when acting as a lead.

**Section 2.4(b) PLANNER ELECTRICIAN PREMIUM PAY** A designated Planner Electrician will be paid an additional \$2.25 per hour over his/her regular rate of pay. In the absence of the Planner Electrician for two (2) days or more Management may fulfill the Planner function or designate a temporary Planner Electrician.

**Section 2.5 ELECTRICAL ASSISTANT** The following describes the pay schedule, progress and tuition. Pay schedule is based on the maintenance electrician pay rate.

<u>TIME PERIOD</u>	<u>ELECTRICIAN ASSISTANT PERCENTAGE of JOURNEY PAY RATE</u>
Starting Pay Rate	75%
12 months – 18 months	80%
18 months – 24 months	85%
Maintenance Electrician (see below)	90%

**PROGRESS TO MAINTENANCE ELECTRICIAN:** The above wage progression and timing is subject to satisfactory progress as demonstrated by successful completion of required training. Passing of the 07 License exam at any point will qualify for the 90% of journey pay regardless of time in grade. After 24 months, and in lieu of licensing, satisfactory demonstration of skills and judgment necessary to perform assigned task as evaluated by Management, with input from current Journey and Maintenance Electricians, may be considered as a basis for promotion to Maintenance Electrician at Management's sole discretion.

**ELECTRICAL ASSISTANT TUITION and CLASS TIME:** Electrician Assistant tuition for related school training shall be paid at 100%. The trainee shall pay for textbooks and other additional fees. School training, whether in-person or on-line, will be on trainee's personal time and is not compensated by the University.

**Section 2.6 LIGHTING FIXTURE TECHNICIAN**

**PROBATIONARY TECHNICIAN** A newly hired employee with no prior electrical experience must serve a six-month probationary period. A Probationary Technician must work with a Journey or Maintenance Electrician or a Licensed Lighting Fixture Technician and is not allowed to work on live circuits.

Rate of Pay is 50% of the SU Journey Electrician rate per hour.

**TECHNICIAN** A Light Fixture Technician who has successfully completed their six-month probationary period.

Rate of Pay is 60% of the SU Journey Electrician rate per hour.



LICENSED LIGHTING FIXTURE TECHNICIAN A Licensed Light Fixture Technician is an employee who has attained their 07A state license.

Rate of Pay is 70% of the SU Journey Electrician rate per hour.

SCOPE OF WORK The scope and classification of work to be performed by employees covered under this scope shall include:

Any electrical alteration within an existing lighting fixture enclosure on the premises of the employer, not including or requiring the removal of the fixture from its supporting structure. Such alterations shall include cleaning of all types of lighting fixtures, lenses, and diffusers in luminous ceilings, and all types of diffused ceiling or area lighting installations, and the replacement of lamps, tubes, starters, sockets, ballasts, diffusers, lenses, LED boards, and similar equipment. Additional duties may include maintaining cleanliness in electrical rooms and maintaining inventory and performing inventory count as needed. Other duties may include the operation of equipment such as fixture jacks and scissor lifts. The scope shall not include the replacement of wire other than fixture wire within the individual fixture enclosures or removal or installation of light fixtures. Remote mounted ballasts and transformers of lighting fixtures may be replaced only when found to be defective while the fixture is being serviced or cleaned.

All Light Fixture Technicians shall receive the Healthcare and Retirement contributions subject to the provisions under the collective bargaining agreement.

The University agrees to maintain two (2) Journey Electricians when utilizing Light Fixture Maintenance Technicians under this section. In the event of a reduction in force within the electrical trade, the University agrees that Journey Electricians shall be the last released and first recalled, in accordance with Article IV.

### **ARTICLE III** **HOURS OF WORK AND OVERTIME**

***Section 3.1*** HOURS OF WORK Eight (8) hours in any twenty-four hour period for a five (5) day, eight (8) hour shift or ten (10) hours in any twenty-four hour period for a four (4) day, ten (10) hour shift shall constitute a day's or night's work for regular full time employees.

***Section 3.2*** WORK WEEK Five (5) shifts of eight (8) hours each or four (4) shifts of ten (10) hours each shall constitute a regular forty (40) hours workweek for regular fulltime employees. Said shift and workweek shall be continuous and not split. Days off shall be consecutive. The normal workweek shall be Monday through Friday (5 day, 8 hour schedule) or Monday through Thursday (4 day, 10 hour schedule) or Tuesday through Friday (4 day, 10 hour schedule), or as mutually agreed to by employee and supervisor.

***Section 3.3*** SHIFTS If, in the future, Seattle University implements a shift schedule, newly hired employees will be assigned to work the new shift schedule. Current bargaining unit employees will have first choice to work the new shift schedule, but retain the right of refusal.

**Section 3.3 (a) SHIFT DIFFERENTIAL** Prior to implementation of a shift schedule, the parties to this Agreement shall negotiate to a mutual understanding, in writing, a shift differential premium. Shift differential premium, when established, shall not be paid if a regular bargaining unit employee requests a temporary flexible schedule.

**Section 3.4 (a) OVERTIME** Employees required to work first scheduled day off shall be compensated at one and one-half (1.5) times the regular rate of pay for all hours worked with a minimum of hour (4) hours compensated and one and one-half (1.5) times the regular rate.

**Section 3.4 (b) SECOND AND THIRD SCHEDULED DAY OFF** Employees required to work second or third scheduled day off shall be compensated at one and one-half (1.5) times the regular rate of pay for all hours worked with a minimum of four (4) hours compensated at one and one-half (1.5) times the regular rate of pay.

**Section 3.5 EMERGENCY CALL-OUT** Emergency call-outs shall be a minimum of four (4) hours compensated at one and one-half (1.5) times the regular rate of pay. All hours worked after four (4) hours shall be compensated at one and one-half (1.5) times the regular rate of pay.

**Section 3.6 EARLY START**

**Section 3.6 (a)** When management requires, with a 48 hour notice, employees to work hours in advance of or later than regular established eight (8) hour work shifts, the employees shall be compensated at the overtime rate of one and one-half (1.5) times the regular rate of pay or will adjust their workday to not work more than eight (8) hours.

**Section 3.6 (b)** No overtime will occur when an employee requests an early start time, and the University agrees.

**Section 3.7 HIGH TIME PREMIUM** 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.

**Section 3.8 SUSPENDED OPERATIONS** 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 the time worked in addition to the pay for emergency closure in accordance with the HR Policy Manual. For example, if the university closed because of snow until 10AM, then the pay rate will start when the employee was scheduled 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 schedule 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 8 hours on that day, they have the option of continuing to work and be paid at the Suspended Operations premium only if requested by management to do so.

**Section 3.9 SUNDAY WORK** All nonscheduled work performed on Sunday, the Employee shall 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.

**Section 3.10 PHONE CONSULTATION/REMOTE RESPONSE**

The parties agree that some maintenance issues and/or troubleshooting do not require an employee to return to campus on a nonscheduled workday or outside regular work hours. In instances where a maintenance and/or troubleshooting issue does not require an employee to return to campus on a nonscheduled workday or outside regular work hours, an employee may (but is not required to) respond remotely including through telephone consultations. If an employee voluntarily agrees to respond remotely including through telephone consultations on a nonscheduled workday or outside regular work hours, the employee shall be compensated for work hours as follows:

A minimum of sixty (60) minutes at one and one half (1.5) times the regular rate of pay for each remote response or telephone consultation, as explained below:

1. If the employee engages in multiple remote responses/telephone consultations within sixty (60) minutes of the original remote response/telephone consultation, the employee shall be compensated for a total of sixty (60) minutes at one and one half (1.5) times the regular rate of pay (in other words, the employee will receive a total of sixty (60) minutes' pay at one and one half (1.5) times the regular rate of pay for engaging in multiple remote responses within a sixty (60) minute period);
2. If the employee engages in a remote response/telephone consultation more than sixty (60) minutes after the original remote response/telephone consultation, the employee shall be compensated, at minimum, for an additional sixty (60) minutes at one and one half (1.5) times the regular rate of pay (in other words, if an employee responded to one five-minute call in hour one, one five-minute call in hour three, and four five-minute calls in hour five, the employee would be compensated for one-hundred-eighty (180) minutes at one and one half (1.5) times the regular rate of pay).

**ARTICLE IV**  
**SENIORITY**

**Section 4.1 (a) NEW REGULAR FULL-TIME EMPLOYEES** New regular full-time employees shall be employed on a probationary basis up to one-hundred eighty (180) calendar days during which employee may be discharged without recourse to the grievance procedure. At the conclusion of such probationary period, the employee will be considered a regular full-time employee with seniority from date of hire.

**Section 4.1 (b) TEMPORARY ELECTRICIANS** Temporary Electricians shall be eligible for seniority only to the extent of having worked in excess of six (6) months (1,000 hours) and shall qualify for seniority from date of hire for recall only.

**Section 4.2 (a) CURRENT REGULAR FULL-TIME EMPLOYEE SENIORITY**

Current regular full-time employee seniority status shall be based upon hire date into electrical bargaining unit.

**Section 4.2 (b) BENEFIT ACCRUAL AND ENTITLEMENT** For the purpose of benefit accrual and entitlement, the original hire date into Seattle University shall be used by current regular full-time employees.

**Section 4.3 DETERMINING SENIORITY** In determining seniority, no deductions shall be made because of illness, accident, layoff, or leave of absence when such a time off does not exceed six (6) months.

**Section 4.4 LENGTH OF SERVICE DETERMINING LAYOFFS** The University and the Union agree that the length of service shall determine layoffs and recalls.

**Section 4.5 EMPLOYEE CALLED TO MILITARY SERVICE**  
Seattle University will comply with state and federal laws protecting the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. As provided under protection state and federal laws, Seattle University will also not discriminate against past and present members of the uniformed services, and applicants to the uniformed services.

**Section 4.6 LOSS OF SENIORITY** Any employee shall lose seniority under this Agreement for the following reasons:

- a) Voluntary Termination
- b) Discharge for Cause
- c) Failure to return to work within five (5) working days after receipt of written notice of recall from layoff
- d) Failure to return to work promptly after an authorized leave of absence.
- e) Layoff for a period of six (6) months.

## **ARTICLE V** **HOLIDAYS**

**Section 5.1 PAID HOLIDAYS** The University agrees that there will be paid holidays for all regular full-time employees as follows:

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Easter Monday	Memorial Day
Juneteenth	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day	New Year's Eve Day

Prior to the beginning of each fiscal year, the University determines which holidays to observe based on the academic calendar. To meet academic schedule needs, some University holidays are

observed on days other than the customarily recognized day. This published holiday schedule will be used to identify the observed day for the holidays identified in Section 5.1.

**Section 5.2** 3 MONTHS OF EMPLOYMENT After ninety (90) days of employment, regular and probationary employees will be given four (4) additional paid holidays to be taken at mutually agreeable times in recognition of the work performed during the four days occurring between Christmas day and New Year's Day holidays. Hours worked on a holiday will not be counted toward any other time-and-one-half (1.5) or higher premium.

**Section 5.3** WORK PERFORMED ON HOLIDAYS Work performed on holiday shall, in addition to normal eight (8) hours regular rate of pay, be compensated at an additional one and one half (1.5) times regular rate of pay plus two dollars and twenty-five cents (\$2.25) per hour for all hours worked with a minimum guarantee of four (4) hours.

## **ARTICLE VI** **VACATION ACCRUAL**

**Section 6.1 (a)** Date of hire through five years, eighty hours (80) vacation accrual.

**Section 6.1 (b)** 6 years through ten years, one hundred and twenty hours (120) vacation accrual.

**Section 6.1 (c)** 11 years and greater, one hundred sixty hours (160) vacation accrual.

**Section 6.1 (d)** VACATION ACCRUAL BASIS Vacation shall be earned on a semimonthly accrual basis.

**Section 6.1 (e)** IMPROVED VACATION BENEFIT In the event the University's vacation accrual for non-union nonexempt employees is improved, Bargaining Unit employees will be accorded the adjusted vacation benefit.

**Section 6.2** RESCHEDULE OF VACATION PERIOD Continuous length of work service shall determine preference in vacation period selection. Reschedule of vacation period will be mutually agreed upon between the University and Employee.

**Section 6.3** VACATION CARRYOVER Hours of vacation that can be carried over from one fiscal year to the next will be in accordance with the University's policy.

## ARTICLE VII

### BENEFITS

**Section 7.1 (a) UNIVERSITY CONTRIBUTIONS** For the period of July 1, 2022 through June 30, 2023, the University agrees to contribute seven dollars and six cents (\$7.06) for 173.33 regular hours paid each month. Regular hours paid includes pay for holidays, vacation, sick leave, personal days, bereavement leave, compassionate leave and jury duty by each employee performing work covered by this Agreement to the Puget Sound Electrical Worker's Healthcare Trust Fund. Contributions will not be made for paid overtime hours.

The University's share of the \$7.06 per hour contribution is \$6.81 per hour at 173.33 hours per month and the Employee's share of the contribution is \$.25 per hour at 173.33 hours per month.

The employee's share of the contribution will be processed through a payroll deduction method divided into two pay periods per month.

The University agrees to negotiate its contribution during salary negotiations in the second and third year of the contract. The parties may re-open this section of the Agreement in January 2023, if necessary.

As part of determining the University contribution rate, the University and the Union agree to review the premium and/or premium-equivalent rates the University contributes for nonunion employees on the University's health plan (medical, dental and vision) compared to the rates contributed for members on the IBEW Local 46 Plan.

**Section 7.1 (b) PAYMENTS DUE DATE** Payments shall be due on the fifteenth (15<sup>th</sup>) day of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form which will be made available for this purpose.

**Section 7.1 (c) UNIVERSITY ACCEPTANCE OF TERMS AND PROVISIONS** The University agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Health and Welfare Trust Fund, effective January 1, 1976, and all amendments or revisions hereafter adopted.

**Section 7.1 (d) DELINQUENT IN FILING CONTRIBUTIONS** When the University is delinquent in filing the contribution report or paying promptly the Health and Welfare contributions required, it is agreed that the Union shall take such action, consistent with this Agreement, as necessary to effect collection.

**Section 7.1 (e) PERSUANCE OF DELINQUENT CONTRIBUTIONS** In no event, however, shall the Trustees be obligated to pursue the collection of delinquent contributions through the grievance-arbitration procedures provided in this Labor Agreement.

### **Section 7.2**

- (a) **Safe/Sick Time:** Eligible regular staff receive an annual allotment of 12 sick days on July 1 of each year. Regular staff and administrator employees employed prior to June 30,

2018 may also have accrued sick time balances that were transferred to a sick time reserve bank and remain available for use until depleted. This sick leave is intended to provide paid time off for non-occupational illness, injury, health condition, need for medical diagnosis or treatment, or preventive medical care for the employee or the employee's family member; Personal safety reasons related to domestic violence, sexual assault, or stalking for the employee, family or household member; or closure by order of a public official of the workplace or a child's school or place of care to limit exposure to an infectious agent, biological toxin or hazardous material for the employee, family or household member.

(b) **Sick Leave Time Sharing Program** Employees who have exhausted their sick time may request a donation from the sick time sharing program by contacting Human Resources and requesting a meeting to discuss their situation

(c) The purpose of the Sick Time Sharing Program is to establish a means for staff employees to anonymously donate sick time to other staff employees in need of additional time. Staff employees with balances in the sick time reserve bank can donate a maximum of five (5) days of sick time in any twelve (12) month period and this time will only be deducted if a need arises.

(d) **Seattle University Leave of Absence Programs** The following Leave of Absence policy/program details are currently effective:

(d.1) **Leave of Absence:** Eligible regular staff have access to up 12 weeks of leave at 100% of pay for medical, family, or bonding leave. Birth mothers may receive a combination of medical and bonding leave for a total of 16-18 weeks of leave. Duration of leave is certified by a healthcare provider, leave time can be taken concurrently or intermittently and reserve bank sick time will be deducted commensurate with leave time.

(d.2) **Leave of Absence:** The University, at its discretion, may permit paid time off ranging from one (1) to ten (10) working days to enable a regular, benefits-eligible staff employee to respond to a personal emergency situation for which no other leave hours (vacation or sick leave) are available. Requests for emergency leave must be submitted to the Human Resources department and may require substantiation of the nature of the emergency or the need to quarantine.

**Section 7.3 LIFE INSURANCE** The University shall furnish life insurance coverage under the same eligibility and University participation. The cost of life insurance for up to 1 times the annual salary to a maximum of \$50,000 shall be paid by the University. Supplemental and dependent life insurance coverage shall be paid by the employee through payroll deduction.

**Section 7.4 LEAVE OF ABSENCE** The University's current staff employee leave of absence policy will be in effect throughout the life of this Agreement.

**Section 7.5 RETIREMENT** The University's current Retirement Plan will continue throughout the life of this Agreement. Changes to the plan through a negotiated MOU will be extended to employees working under this Agreement.

**Section 7.6 RETIREMENT PLAN** Current copy of the University retirement plan shall be made available by the University to the Union and all eligible employees.

**Section 7.7 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 instate funeral of a member of his or her family.

**Section 7.8 (a) JURY DUTY** Leave with full pay shall be allowed to employees summoned for jury duty not to exceed eight (8) hours per day or forty (40) hours per week. All court dues payable to juror shall be relinquished to University that exceed the cost of meals, lodging and travel.

**Section 7.8(b) RETURN FROM JURY DUTY TO WORK** If Employee is excused from jury duty in time to allow their return to four (4) hours of work, he/she shall be required to do so.

**Section 7.9 TUITION REBATE PROGRAM** Tuition rebate (not to exceed 5 credit hours per quarter) of 100% (does not include fees and books) will be paid for employees to attend classes outside the University when it is deemed that these courses will improve Employees' electrical knowledge and skills. In the event Employee is unable to take a class one quarter, but the workload allows him/her to take two (2) classes next quarter, the University will pay 100% tuition (does not include fees and books). It is understood and agreed that classes will be taken in the evening.

**Section 7.10 TUITION REMISSION** Employees of this bargaining unit shall be afforded the same tuition remission benefits as are afforded to all other employees of the University. The terms, conditions and provisions of the tuition remission benefit are defined in detail and available through Human Resources.

**Section 7.11 ANNUAL JOURNEYMEN LICENSE RENEWAL TRAINING**  
The University agrees to pay the reasonable training costs consisting of work time, class fees, and required materials up to a maximum of twenty-four (24) hours over the length of the contract for all Journeymen Electricians employed by the University. The training is a requirement of the State of Washington for all Journeymen employees. In addition, the University may consider and pay for other specific electrical training for the crew not related to license renewal but related to systems and equipment at the University.

**Section 7.12 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 7.13** 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 two hundred dollars (\$200) 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 7.14** SAFETY SHOES 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. 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 \$200 for each pair of shoes for new employees and then up to \$200 each year which may be used for multiple pairs of OSHA-approved work shoes thereafter.

## **ARTICLE VIII** **JURISDICTION**

**Section 8.1** INSTALLATIONS OWNED BY THE UNIVERSITY It is understood that this Agreement relates to buildings owned and/or operated by the University, to new installation work in connection with structural additions to buildings owned and/or operated by the University, and to new installation work in connection with equipment owned and/or leased by the University.

**Section 8.2** PERFORMANCE OF NEW INSTALLATIONS Employees performing new installation work in connection with the new construction or new structural additions to existing buildings owned and/or operated by the University shall be compensated at the Journeyman Inside Wireman rate of pay in effect. New installation work does not include the remodeling of existing buildings (i.e. moving or installation of light fixtures and outlets in existing buildings or rooms).

*Clarification: New installation shall mean work in new structures and/or major remodels. New structures are new buildings and/or new additions to existing buildings. Major remodels shall be gutting of existing buildings, floors or major sections with resultant installation of new or modified electrical services and distribution of power to the area.*

## **ARTICLE IX** **NO STRIKES/STOPPAGE OF WORK CLAUSE**

**Section 9.1** 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.

**Section 9.2 NO LOCKOUT** The University agrees that there shall be no lockout during the life of this Agreement.

## **ARTICLE X** **GRIEVANCE PROCEDURES**

**Section 10.1 SETTLEMENT OF DISPUTES** All disputes shall be settled in accordance with the provisions hereinafter set forth.

**Section 10.2 GRIEVANCE RESOLUTION** The purpose of this section is to provide a mutually acceptable method for prompt equitable settlement of grievances and disputes over the interpretation and application of the terms of this Agreement and past practices applicable to the bargaining unit.

**Section 10.3 PROCESS:**

As mutually agreed by both parties, meetings may take place at each step of the grievance process between the Union, the University and the employee involved, when practical. The purpose of such meetings will be to clarify any issues related to the grievance.

**Step 1:** All grievances under this Agreement, except in the case of termination, shall first be submitted in writing by the Union or shop steward 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 and shop steward 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. In cases of termination, the Union will submit the grievance within ten (10) days of the termination to the Office of Human Resources and proceed through steps 2 through 4 of the grievance process.

**Step 2:** If the grievance is not resolved at Step 1, the grievance shall be presented in writing by the union shop steward or the Union 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 agreement alleged to have been violated;
- 3: the recommended solution to the grievance.

Within ten (10) working days 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 Step 3 response does not resolve the grievance, the grievance may proceed to Step 4 – Mediation/Arbitration, if the Office of Human Resources receives appeal of Step 3 response to Step 4 Mediation/Arbitration from the union with 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.

**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 from 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 arbitrations. 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.

**Section 10.3 (a)** All time frames above may be extended by mutual consent.

**Section 10.3 (b)** Failure by 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 10.3 (c)** Failure by the University to respond in a timely way at any step of the grievance process will result in the grievance advancing to the next step in the process.

**ARTICLE XI**  
**NON DISCRIMINATION**

***Section 11.1*** **AGREEMENT BETWEEN UNIVERSITY AND UNION**

Seattle University takes seriously its responsibility to provide 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:

<https://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.

**ARTICLE XII**  
**VALIDITY OF AGREEMENT**

***Section 12.1*** **PROVISION DECLARATION OF VALIDITY** Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of his Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

**ARTICLE XIII**  
**MANAGEMENT RIGHTS**

***Section 13.1*** **MANAGEMENT RIGHTS** In accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, the University shall have the right to direct the workforce, to set standards of performance and/or the services to be rendered, the right to hire, promote, retain, transfer, and assign employees positions consistent with this agreement, the right subject to just cause to suspend, discharge, demote, or take other corrective action against employees; and the right to lay off employees from duties because of lack of work. The University shall retain the right to maintain the efficiency of the University operation by determining the methods, the means, and staffing levels by which operations undertaken by the employees in the unit are to be conducted. The University agrees to promptly notify the Union of all changes to University policy or procedure pertaining to bargaining unit members prior to implementation.

***Section 13.2*** **NOTICE TO UNION** Whenever subcontractors are used to perform electrical work as noted in “Scope of Work” Article 1, Section 1.3, the University will give notice to the Union Show Steward or to the Lead Maintenance Electrician of the name of the subcontractor(s), job starting dates and location, and the extent of anticipated use. Subcontractors will not be used to replace electrical unit personnel without bargaining the effects of such subcontracting.

**ARTICLE XIV**  
**TERM**

**Section 14.1 TERM OF CONTRACT** This Agreement shall be effective July 1, 2022 and shall remain in full force and effect to and including June 30, 2025 and shall automatically extend from year to year unless either party gives written notice to the other of its desire to amend, modify or terminate the Agreement, at least sixty (60) days prior to July 1, 2025 or July 1 of any subsequent year. Negotiations concerning such modification or termination shall take place within fifteen (15) days following receipt by either party of its desire to modify or terminate this Agreement.


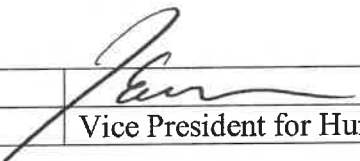
**Section 14.2 AGREEMENT EXTENSION** If such matter, as listed in the notifications, are not satisfactorily resolved by the anniversary date provided in Article XIV, Section 14.1, then this Agreement may be mutually extended by the parties signatory hereto.

**Section 14.3 AGREEMENT MODIFICATION** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such agreed upon change shall be in writing, signed by both parties.

**SIGNATURES**

SIGNED FOR THE UNION:

SIGNED FOR SEATTLE UNIVERSITY

	
IBEW 46 Business Manager	Vice President for Human Resources

## APPENDIX A

### *Section 2.1*

HOURLY PAY RATES The following wage rates will be in effect for the period of July 1, 2023 through June 30, 2024:

Maintenance Electrician \$46.75/ per hour

### *Section 7.1 (a)*

#### UNIVERSITY CONTRIBUTIONS – BENEFITS

For the period of July 1, 2022 through June 30, 2023, the University agrees to contribute \$0.25 for each regular hour paid which includes pay for holidays, vacation, sick leave, personal days, bereavement leave, compassionate leave and jury duty by each employee performing work covered by this Agreement to the Puget Sound Electrical Worker's Healthcare Trust Fund. Contributions will not be made for paid overtime hours. The University agrees to negotiate its contribution during salary negotiations in the second and third year of the contract.

As part of determining the University contribution rate, the University and the Union agree to review premium and/or premium-equivalent rates the University contributes for nonunion employees on the University's health plan (medical, dental and vision) compared to the rates contributed for members on the IBEW Local 46 Plan.

**University Healthcare Contribution Rate shall increase by \$.058/hour.**

**New University Rate = \$6.81 + \$0.58 = \$7.39 per hour at 173.33 hours per month.**

**Employee Contribution Rate unchanged at \$0.25 per hour at 173.33 hours per month.**

## **APPENDIX B**

### *Section 2.1*

**HOURLY PAY RATES** The following wage rates will be in effect for the period of July 1, 2024 through June 30, 2025:

Maintenance Electrician \$TBD per hour

## **UNIVERSITY CONTRIBUTIONS – BENEFITS**

### **Section 7.1 (a)**

#### **University Contributions- Benefits**

