I. I. Call to Order: Presented by: Chairperson Klausman

II. Roll Call
   Mr. Bunten
   Mr. Klausman
   Mr. Lykins
   Mr. McGivern
   Mrs. Parks
   Mr. Sneed
   Mrs. Sourk
   Mr. Storey
   Mrs. Trusdale

III. New Business
   A. Washburn USW Local 307L-4 Memorandum of Agreement
      Washburn USW Local 307L-4 Memorandum of Agreement - Page 2
      Washburn USW Local 307L-4 MOA Amended Provisions - Page 4
SUBJECT: Washburn USW Local 307L-4 Memorandum of Agreement

DESCRIPTION:

The current Memorandum of Agreement (MOA) between Washburn University and the United Steelworkers Local 307L-4 expired on January 31, 2013, with agreed upon contract extensions until conclusion of negotiations on February 1. Representatives of the University and United Steelworkers met several times from December, 2012 through January, 2013 to negotiate a new MOA.

The attached proposed revisions to the MOA were voted on and ratified by the membership of USW 307L-4 on February 7, 2013. The proposed new MOA will expire January 31, 2016, with the option of wage openers annually.

There were slight changes made in the MOA Article 1, with the addition of a Custodial II position in order to provide promotion for additional skills in custodial staff; Article 5 was amended to provide slightly more compensation for stand-by status from $2.25 per hour to $2.75 per hour. Article 16 was amended to increase the time the unit president may use University work time per work week for investigating, filing or discussing grievances, from two to three hours. In addition, Article 25 on Progressive Discipline was amended to include as Group 3 violations “[f]ailure to follow appropriate departmental safety practices and procedures” and also “[u]se of profane language.”

The other substantive changes are in Appendix A. The past several years we have recognized that our wage rates are below local market rates of pay for most of the bargaining unit positions. We have difficulty attracting new employees and turnover is high. We propose a $.50 per hour adjustment to wages for all bargaining unit members, with an entry rate of $9.75 for the newly created Custodial II position.

It was agreed during these discussions that joint efforts to work toward developing a program of compensating employees for certain levels of demonstrated core job competencies and industry accepted certifications is important and to that end the University and Union agree to meet on a regular basis to develop standards for core job competencies as well as how those will be demonstrated and compensated.

FINANCIAL IMPLICATIONS:

None. No additional funds are being requested. Funds for the rate adjustments to current bargaining unit members were set aside from the current year’s budget and the remainder will be reallocated within the department through reorganization of the unit.
RECOMMENDATION:

The proposed MOA is presented by the management bargaining team for Board of Regents’ consideration and ratification.

________________________   _______________________________________

Date       Jerry B. Farley, President
ARTICLE 5: HOURS OF WORK AND OVERTIME

5.1 The normal work week consists of forty (40) hours per week. The established University-wide work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday.

5.2 Grounds, Maintenance and Custodial Employees. Employees will be scheduled for work on a regular work schedule and each schedule shall have a regular starting and quitting time. Management shall have discretion to establish the work schedule and to alter the work schedule to meet seasonal conditions. Between June 1 and September 1 each year, employees assigned to the grounds crew shall have a regular starting time of 7:00 a.m. and ending time of 3:30 p.m.

5.3 Overtime is defined as all hours actually worked over forty hours within the normal work week. Compensation for overtime worked by an employee will be computed by multiplying the hourly wage rate times one and one-half and multiplying this rate by the hours actually worked in excess of forty hours during the University established normal work week. Compensatory time shall not be awarded in lieu of paying for overtime.

It is the policy of the University normally to organize and schedule its activities in such a manner that an employee is not required to work in excess of established work schedules except when, in the judgment of the Director or his/her designee, extraordinary conditions require the services of the employee. When additional work is required outside of the employee’s established work schedule, it will be offered as equally as reasonably possible by seniority among qualified employees within the Department (Athletics, Memorial Union or Facilities Services). All additional hours must be authorized by the Director or his/her designee within the Department (Athletics, Memorial Union or Facilities Services).

5.4 Employees shall report to work no later than the beginning of their assigned work schedule. Employees not present at the beginning of their assigned work schedule shall be considered late for work and may be subject to disciplinary action. An employee unable to report to on time for his/her scheduled work day shall contact the Director or his/her designee in advance of the scheduled work day.

5.5 Grounds, Maintenance and Custodial Employees. The University shall provide for, and schedule, a fifteen (15) minute rest period during each four hour period during an employee's work schedule. Employees may not elect to forego rest periods for the purpose of accruing time off. Rest periods may not be regarded as accumulative if not taken. The employee rest period will be taken within the building to which assigned or within or near the immediate vicinity of the assigned work site. When an employee is required to work in excess of his/her scheduled eight (8) hour shift, the University shall provide a rest period of fifteen (15) minutes for each additional two (2) hour period.

5.6 (a) An employee whose work schedule is for an eight (8) hour work day, other than those employees whose work schedule is for a continuous eight (8) hour schedule, shall be granted a meal period without pay of thirty (30) minutes. Each employee’s scheduled meal period will be formally established by the University to occur at or near the middle of the employee’s work schedule. Employees may not elect to forego meal periods for the purpose of accruing time off. Meal periods may not be regarded as accumulative if not taken.
(b) An employee who is scheduled to work at a special event for a period less than eight (8) hours shall be deemed to be on a continuous work schedule for such work day and shall not be granted a meal period without pay of thirty (30) minutes. Special event means a specific event not a part of the normal business day of the University and includes events contracted for by third parties and events sponsored by the University such as commencement, the annual art fair and basketball tournaments.

5.7 All employees shall be granted a five (5) minute personal clean-up period prior to the meal period, and ten (10) minutes at the end of the shift.

5.8 Off-duty employees called in on emergencies will receive a minimum of two (2) hours call-in pay.

5.9 (a) An employee may be required to be on stand-by, available to return to the University within a specific reasonable response time.

(b) An employee on stand-by shall be provided a paging device or other device for contacting the employee.

(c) An employee on stand-by shall be compensated at the rate of $2.75 per hour for each hour the employee serves on stand-by status.

(d) An employee on stand-by who is called into work shall be compensated for the actual hours worked at his/her normal hourly wage or for call back time, whichever is greater but shall not be paid stand-by time for any hours actually worked for call back time provided by above section 5.8.

(e) An employee on stand-by who fails to report when called may be subject to disciplinary action.

5.10 A normal day work schedule is one which falls entirely between the hours of 6 a.m. and 6 p.m. There will be no differential pay for any normal day work schedule. Work schedules that start on a day/date and end on the next day/date shall be considered a full day schedule on the starting date and subject to the provisions of that date.

Differential pay of .15 per hour shall be earned for each hour worked by employees whose regularly established work schedule for a work week is other than a normal day work schedule.

[Signatures]
For the United Steel Workers
For Washburn University
1-31-13

- 4 -
ARTICLE 9: PERSONAL LEAVE

9.1 Employees in a pay status shall accrue paid personal leave as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hours per Pay Period</th>
<th>Maximum Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 Years</td>
<td>4.62</td>
<td>160</td>
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<tr>
<td>5-9 Years</td>
<td>5.54</td>
<td>184</td>
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<tr>
<td>10-14 Years</td>
<td>6.46</td>
<td>208</td>
</tr>
<tr>
<td>15+ Years</td>
<td>7.38</td>
<td>232</td>
</tr>
</tbody>
</table>

An employee will accrue personal leave only during any pay period in which she/he is in a pay status for at least eight calendar days. In the event an employee is not in a pay status for at least eight calendar days in a pay period, she/he will not accrue personal leave.

9.2 Subject to the approval of the Director, normally in advance, personal leave in fifteen (15) minute increments may be used by employees for leave of absence from scheduled work for purposes of vacation, funerals, and other situations in which sick leave may be inapplicable. Requests for leave shall be made in writing, normally in advance of the work week in which such leave is requested. The Director shall approve or deny the leave request as soon as is possible, normally on the date such request is received. Director, for purposes of this section, means the Director of the operational area in which the employee works, i.e. Director of Athletics, Director of Facilities Services or Director of the Memorial Union.

9.3 Approval of leave requests is subject to the right of the University to plan and control work schedules and to authorize absence of an employee at times when the individual can best be spared. Brown out dates, as indicated by the brown out scheduled (attached), will require prior authorization of thirty (30) days for leave of five (5) or more consecutive days through any brown out dates.

9.4 The rate of personal leave pay shall be the employee's regular straight time rate of pay in effect for him/her on the pay day immediately preceding the request for personal leave.

9.5 In order to permit appropriate planning for work schedules for the ensuing fiscal year, requests for annual vacation time (personal leave of five (5) or more days at one time), shall be submitted annually to the Director on or before the 15th day of May each year on a vacation planning form provided by the University. The Director shall make the determination of number of employees who may be on vacation during any given period in the twelve (12) month period beginning with July 1 of each year. In awarding vacation time, the Director shall grant first priority to the most senior employee in each position classification whose vacation planning form had been submitted by the May 15th deadline. Vacation awards made after May 15th deadline shall be made on a first come, first served basis. Employees will be notified of approval or denial by June 1.
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For the United Steel-Workers

For Washburn University 1-31-13
ARTICLE 13: GRIEVANCE PROCEDURE

13.1 Definition. A grievance is a written statement of an employee or the Union's unresolved complaint or dispute involving the interpretation or application of this Agreement or any work rule or written employment policy or procedure of the University, or any law or regulation applicable to this Agreement or the relationship of the University to the employees in the unit. Such grievance shall state the facts giving rise to the complaint; the applicable work rule, written employment policy or procedure, any law or regulation applicable to this Agreement or provision of this Agreement upon which relief is sought; and, the specific relief sought. University reserves the right to return the grievance for clarification before moving the grievance forward when facts are absent or ambiguous or relief sought is unclear.

13.2 Mediation. Prior to the filing of a grievance under 13.4 or 13.5 below, except for a grievance arising out of a termination of a bargaining unit employee which shall be filed under 13.6, the Unit President shall request mediation of the problem. In this event, the Unit President shall contact the Director of Human Resources who shall serve as mediator. The Director of Human Resources, with input from the Unit President, shall determine the appropriate person(s) to participate in the mediation process and shall schedule a meeting to occur within 5 working days of the request or a mutually agreed upon date to discuss the matter and attempt to resolve the problem as defined in 13.1. In the event mediation results in a mutually agreed upon resolution, such resolution shall be placed in writing within five (5) working days, and signed by the employee and, in the event employee is represented by Union in mediation, by the Unit President, and operate to bar the filing of a grievance based upon the factual circumstances upon which mediation was sought. If no resolution is reached in mediation, a grievance involving a single employee may be filed in accordance with the provisions of 13.4 below and a grievance involving three or more bargaining unit employees may be filed in accordance with the provisions of 13.5.

13.3 Procedure. The following steps are to be followed in the initiation of grievances. The persons to be present at meetings and times for responses to grievances or appeals from responses, may be changed by mutual agreement of the parties provided that any such waiver must be in writing and signed by an authorized representative of the parties. Except as provided in 13.2, all grievances involving 3 or more employees in the unit shall be initiated by filing the grievance as provided in Step 2 of the grievance procedure. All grievances from the termination of bargaining unit employees shall be initiated by filing, within 5 working days of the termination, the grievance as provided in 13.5 below. In the event a grievance is filed, the University shall not fill the vacancy created by termination for the thirty day period following such termination. In the event a grievance is not filed within such 5 working day period, the termination shall be deemed by the parties to be final.
13.4 Step 1. Filing with the Immediate Supervisor.

If the mediation process does not resolve the difference between the employee and the supervisor, the Unit President or a Steward designated by him/her may present a grievance to the employee's supervisor within 5 working days (excluding Saturday, Sunday or holidays) from the date the mediation is concluded. The supervisor shall respond in writing to the Steward and Unit President not later than the 5th working day after receipt of the grievance.

13.5 Step 2. If the grievant is not satisfied with the response of the supervisor, the Union may present the grievance, within 5 working days of such response, to the next supervisory level stating the specific reason(s) such response was not satisfactory. If no grievance is filed within the 5 working day period, the matter shall be deemed resolved. If the grievance is filed, the administrator shall discuss the grievance with the Unit President or his/her designee within five working days (excluding Saturday, Sunday or holidays) after she/he received the written grievance and she/he shall give a written response to the grievance to the Unit President within 5 working days (excluding Saturday, Sunday or holidays) of receipt of the grievance.

13.6 Step 3. If the grievance is not settled in Step 2, the Union, within 5 working days of the response provided in Step 2, (excluding Saturday, Sunday or holidays) may appeal to the Vice President for Administration, with a copy of the grievance and all responses to the Director of Human Resources and to University Counsel stating the specific reason(s) such response was not satisfactory. If the grievance is not appealed to the Vice President within the 5 working day period, the matter shall be deemed resolved as stated in response to 13.5 above. Within 5 working days of the appeal (excluding Saturday, Sunday or holidays) a meeting will be scheduled between the grievant, Unit President, International Representative of the Union or his/her designee, the Director of Human Resources, the Director of the grievant's position location and Vice President for Administration. A written response will be given to the International Representative, Unit President representative within 5 working days after such meeting (excluding Saturday, Sunday or holidays).

13.7 Step 4. If the grievance is not settled in Step 3, the Union may, within 10 working days following the written response from the Vice President for Administration, request that the grievance be submitted for arbitration. If notification is not made within the 10 working day period, the matter shall be deemed resolved as stated in response to 13.6 above. The arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The University and Union reserve the right to reject one such panel of arbitrators and request another panel of seven from the FMCS. The parties shall select one arbitrator by agreement, if possible; otherwise, the parties shall alternatively strike one name from such list, with the determination of who shall have the right to strike the first name made by coin toss, until only one name remains on the list. The remaining person shall be accepted by both parties as the arbitrator to hear the grievance and render a decision. The hearing before the arbitrator shall be held at a time and place mutually agreeable to the Union, the University and the arbitrator, but if agreement cannot be reached the arbitrator shall select the time and place of the hearing. The fees and expenses of the arbitrator shall be divided equally between the University and the Union.

The decision of the arbitrator shall be furnished to the University Vice President for Administration and to the International Representative of the Union. Either party may make the decision of the arbitrator a matter of public record. In the event a party disagrees with the
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decision of the arbitrator, it may appeal to the Board of Regents, within 5 days of receipt of the decision. The decision of the Board of Regents shall be final.

For the United Steel Workers

For Washburn University
ARTICLE 16: UNION STEWARDS

16.1 University agrees to recognize a Unit President/steward and four (4) stewards who have been selected by the Union to serve in this capacity. One steward shall be from a regular work schedule between the hours of 3:00 p.m. to 6:00 a.m. the following day.

16.2 Union agrees to provide University a list of all who have been selected by the Union to serve in an official capacity. University agrees to provide Union, by providing it to Union's Unit President, a list of all supervisors and an updated list of employees showing each employee's date of entry upon request of the Unit President in writing, not more than three times per calendar year. The Unit President shall be responsible for the conduct and actions, as related to their union duties, of all stewards. The steward list will be maintained on a current basis.

16.3 Stewards shall be allowed reasonable University work time from their respective work site/duty assignment for the sole purpose of investigating, filing or discussing grievances. Reasonable University work time is defined as one (1) hour per forty (40) hour week. The Unit President shall be allowed three (3) hours University work time per work week for investigating, filing or discussing grievances. The time of authorized absence while on University work time shall begin upon the employee's departure from his/her work site/duty assignment and end upon his/her return to such work site/duty assignment.

16.4 A steward wishing to conduct any activity in conjunction with a grievance or possible grievance on University work time, unless directed by University to participate in a meeting concerning such grievance or possible grievance or other work related matter may be absent from his/her work site or duty assignment with the written approval of his/her immediate supervisor. The immediate supervisor shall make the employee available unless the employee cannot be made available due to the work to be performed at the time of the request. In such event the employee's supervisor shall make arrangements for such employee to be made available as soon as is practicable. A steward's time of absence from her/his work site/duty assignment while on University work time shall be recorded on his/her Daily Time Sheet as code UB.

16.5 In the event a steward believes more time within a forty (40) hour work week is required to conduct union business related to a grievance or possible grievance than is provided for in the preceding paragraph, he/she may request to be released from work without pay to conduct such Union business as provided in Article 15.

16.6 Meetings at which any employee and/or steward may be summoned by the University for the purpose of discussing a grievance or possible grievance shall be considered University work time and shall be recorded on the employee's Time Sheet as MT.
16.7 Accredited representatives of United Steelworkers may have access to the functional areas of the bargaining unit to visit with employees during employees' work hours, upon notification to University's Vice President for Administration and Treasurer and subject to the availability of the employee(s) with whom such representative wishes (or representatives wish) to visit, for the purpose of discussing a grievance or possible grievance. Such representative(s) shall seek the employee's/employees' immediate supervisor, stating the purpose of the visit and the name(s) of the employee(s) sought. The supervisor normally shall make the employee(s) available. In the event, the employee's supervisor believes the employee(s) cannot be made available due to the work to be performed, the supervisor shall make arrangements for such employee(s) to be made available as soon as is practicable. Nothing in this paragraph shall be construed to abridge the rights of any person to public areas of the campus, subject to the University's facilities use policies.

16.8 University shall provide a list of persons hired into a position included within the bargaining unit to the Unit President within fifteen (15) work days of such persons' effective date of employment.

16.9 University agrees to provide a locking filing cabinet for the use of those who have been selected by the Union to serve the bargaining unit.

For the United Steel Workers

For Washburn University 1-31-13
ARTICLE 19: PAY PERIOD

19.1 Each payroll period for each employee within the bargaining unit shall coincide with the payroll period for all wage and hour employees of the University as is provided for, or as may be provided for hereafter by the applicable policies of the University.

19.2 Employees may elect to participate in the University's Direct Deposit Plan. Alternatively the employee may pick up his/her paycheck at the Business Office or other site on campus designated by the University.

19.3 All employees in the unit, at a designated site, shall:
   a) clock in when they report to work;
   b) clock out when they depart from work;
   c) not be required to clock out and in for the fifteen (15) minute rest periods; and,
   d) sign the Washburn University Department Time Report upon the expiration of the then current pay period indicating hours worked, overtime worked, and any approved leave of absence.

19.4 The times indicated on the time report, less the thirty (30) minutes for the meal period provided above for those employees not on a continuous eight (8) hour schedule, or work day on continuous shift of less than 8 hours, will be utilized for the purpose of computing hours worked or hours in pay status. Failure to clock in or out subjects the employee to disciplinary action and could result in the loss of time credited as hours worked. All employees in the unit assigned to the Facilities Services Department shall complete the Washburn University Daily Time Record at the completion of each work day. This report is utilized for internal accounting and billing procedures only.

For the United Steel Workers

For Washburn University  1-31-13
ARTICLE 25: PROGRESSIVE DISCIPLINE

Purpose – to provide a framework for the consistent administration of corrective actions provided for in the University Policies, Regulations and Procedures Manual. The progressive discipline process described herein has 3 major purposes:

- To ensure the employee knows what the disciplinary issue is;
- To communicate what the supervisor’s expectations are in order for the employee to correct the issue; and,
- To initiate appropriate corrective action.

It is recognized that the maintenance of discipline is essential to the orderly operation and also that the invoking of disciplinary action should be designed to correct the conduct of the employees rather than to punish.

25.1. Definitions

25.1.1 “Administrative Leave” means leave with pay during an administrative investigation involving the employee and during which time the employee is relieved generally of work duties but must remain available for purposes of the investigation.

25.1.2 “Corrective Action” means verbal warning, written warning, suspension without pay, or termination of employment.

25.1.3 “Disciplinary Issue” means an infraction of safety or conduct standards; or, not meeting work performance expectations.

25.1.4 “Progressive Discipline” means a formal process which includes several steps or levels of corrective action, increasing in severity, providing an employee the opportunity to correct the employee’s conduct or work performance.

25.1.5 “Suspension” means a period of unpaid time an employee may be barred from working as a result of alleged and/or suspected conduct violations.

25.1.6 “Written warning” means a written statement describing:

- The specific disciplinary issue;
- What action(s) must be taken by the Employee;
- The time period in which the action(s) must be taken; and,
- What further correction action may be taken should the Employee fail to comply.

The Employee shall be asked to sign a copy of the written warning. The purpose of the signature is to show the Employee received the warning. The signature does not indicate agreement by the Employee.
If an Employee refuses to sign, the supervisor and a witness to the event shall sign a statement to the effect the Employee was given the warning.

The supervisor shall:

- Submit the signed copy to Human Resources for inclusion in the Employee’s personnel file; and,

- Give a copy to the Employee.

25.2 Progressive Discipline—General.

25.2.1 When the supervisor becomes aware of an apparent disciplinary issue, the supervisor shall take appropriate steps to determine the facts of the situation - including, if deemed necessary, an investigatory interview of the employee. In the event such an interview is to be conducted, the employee will be notified of the right to be represented by a Union steward if she/he wishes.

25.2.2 When a disciplinary issue is found to have occurred, the supervisor shall initiate appropriate corrective action based upon the employee’s work performance and/or conduct standards.

25.3. Standards of Conduct on the Job. In the performance of their duties Employees are to know and adhere to:

- Applicable federal, state, and local laws;
- University policies, rules, and regulations; and,
- Generally accepted standards of civil and ethical behavior.

All disciplinary issues will be placed into the following 4 categories of conduct violations, and each category will have the steps as listed:

25.3.1 Group 4 violations include only absenteeism and tardiness. These more specifically include:

- Failure to notify supervisor, before, at or about the beginning of the scheduled work period, of an unscheduled absence;
- Failure to return to work at the end of any authorized leave period;
- Excessive tardiness in reporting for work. Excessive tardiness is defined as failing to report promptly, ready to work, at the scheduled starting time of the shift 3 times over a rolling 3 month period; and,
- Pattern of excessive use of sick leave.

- Step 1 – Verbal Warning
- Step 2 – Written warning.
- Step 3 – Three day suspension without pay.
- Step 4 – Termination.
25.3.2 Group 3 violations of good conduct are less serious in nature and, when standing alone, normally would result in a verbal warning. These violations include, but are not limited to:

- Failure to immediately report any injury suffered by the Employee on the job;
- Failure to report any illness or injury affecting the Employee’s ability to effectively perform the Employee’s duties;
- Neglecting work duties including, but not limited to, loafing, and wasting time;
- Excessive time taken for “breaks” and/or meal periods;
- Devoting time to other than University work assignments during working hours;
- Failure to maintain uniform standards in accordance with Article 23;
- Creating or maintaining unsanitary conditions;
- Failure to follow appropriate departmental safety practices and procedures;
- Use of profane language;
- Failure to take appropriate care of assigned workspace or property; or,
- Leaving the Employee’s assigned work area prior to the end of any work period.

Step 1 – Verbal warning.

Step 2 – Written warning.

Step 3 – Second written warning.

Step 4 – 3 day suspension without pay.

Step 5 – Termination of employment.

25.3.3 Group 2 violations of good conduct are slightly less serious, but call for immediate disciplinary action. These violations include, but are not limited to:

- Sleeping while on duty;
- Gambling while on duty;
- Smoking in no smoking areas; and,
- Disregard for University security or fire regulations.

Step 1 – Written warning.

Step 2 – 3 day suspension without pay.

Step 3 – Termination of employment.
25.3.4 Group 1 violations of good conduct may result in immediate discharge from employment without regard to previous conduct record. These violations include, but are not limited to:

- Theft or dishonesty while performing job duties;
- Intentional unauthorized disclosure of confidential information;
- Intoxication on the job;
- Consumption of alcoholic beverages or cereal malt beverages during working hours;
- Performing or attempting to perform work duties under the influence of alcohol or a controlled substance;
- Unlawful use of controlled substances on University premises;
- Perpetration of a criminal offense during working hours or in the performance of job duties;
- Willful damage of University property;
- Willful damage of property of another on University premises or during performance of work duties;
- Deliberate falsification or omission of a material fact by the Employee on the employment application or other official University records;
- Disorderly conduct or interference with orderly conduct of University business;
- Public exposure of a sex organ in the presence of another person during work hours or on University premises;
- Threatening another person on University premises, or during the performance of work duties, placing such person in reasonable apprehension of bodily harm;
- Physically touching, pushing or striking of another person on University premises, or during the performance or work duties;
- Gross neglect of University duties;
- Willful disregard of obligation to the University as an Employee;
- Insubordination; or,
- Other acts considered by the University as constituting major misconduct.

Step 1 – 3 day suspension without pay.

Step 2 – Termination of employment.

25.3.5. Employees may be terminated from employment without warning for offenses listed in Group 1 violations of good conduct.

An employee's step position in any of the categories will revert to zero after 18 months with no further disciplinary steps within that category.
ARTICLE 26: TERM OF AGREEMENT

25.1 This Agreement shall become effective upon ratification by the Washburn University Board of Regents and continue through 12 o'clock p.m. midnight January 31, 2016. The parties agree that the agreement may be opened, for negotiations on the issue of wages only, for each year of this Agreement, by either party with notice to the other on or after November 1 of the then current year.

25.2 Any notice to be given under the above shall be sent by registered or certified mail.

25.3 When notice to terminate or reopen under the above is given, negotiations for a new or amended Agreement shall take place no earlier than sixty (60) days prior to the expiration.

25.4 This Agreement is signed after ratification of the Union members on this XX day of XX, 2013

Washburn University

________________________
President

United Steelworkers
AFL CIO CLC

_______________________  ______________________
International President    International Secretary-Treasurer

_______________________  ______________________
International Vice President (Administration)  International Vice President (Human Affairs)

_______________________  ______________________
District Director, District 11  Assistant to the Director, District 11

_______________________  ______________________
President, Local 307  Unit President, Local 307L-04

_______________________  ______________________
Committeeperson  Committeeperson

_______________________  ______________________
Committeeperson  Committeeperson
APPENDIX A: JOB CLASSIFICATION AND WAGE RATES

Job classification and wage rates shall be in accordance with Appendix "A" of this Agreement.

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<thead>
<tr>
<th>Classification</th>
<th>Entry Rate</th>
<th>Proposed</th>
<th>5 Year Service Rate (Proposed)</th>
<th>10 Year Service Rate (Proposed)</th>
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<tbody>
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<td>Auto Shop Mechanic</td>
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<td>$13.59</td>
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<td>Maintenance Technician I</td>
<td>$9.80</td>
<td>$10.30</td>
<td>$10.05 ($10.55)</td>
<td>$10.30 ($10.80)</td>
</tr>
<tr>
<td>Maintenance Technician II</td>
<td>$10.65</td>
<td>$11.15</td>
<td>$10.90 ($11.40)</td>
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</tr>
<tr>
<td>Maintenance Technician III</td>
<td>$12.47</td>
<td>$12.97</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Painter</td>
<td>$11.88</td>
<td>$12.38</td>
<td></td>
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<tr>
<td>Plumber</td>
<td>$11.88</td>
<td>$12.38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storekeeper</td>
<td>$9.65</td>
<td>$10.15</td>
<td>$9.90 ($10.40)</td>
<td>$10.15 ($10.65)</td>
</tr>
</tbody>
</table>

Effective Date August 7, 2011, employees whose salary is below the entry rate for their classification will be increased to the entry rate for that classification.

Effective Date August 7, 2011, employees with more than 5 and 10 years of service who are below the service rates for their classification will be increased to the appropriate service rate for that classification.

Subsequent increases to 5 and 10 year service rates during the term of this agreement are effective the first pay period after completion of the appropriate years of service.