

MEMORANDUM OF AGREEMENT

BETWEEN

WASHBURN UNIVERSITY OF TOPEKA

AND

UNITED STEELWORKERS LOCAL 307L-04

June 23, 2010
August XX, 2011

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is executed as of the ~~23rd~~ XX day of ~~June, 2010~~ August, 2011, between Washburn University of Topeka, 1700 SW College, Topeka, Kansas 66621, hereinafter "University," and the United Steelworkers on behalf of its Local Union No. 307L-04, 1603 North Taylor Topeka, Kansas 66608, hereinafter "Union."

THIS MEMORANDUM OF AGREEMENT is entered into between the parties to record the understanding between representatives of the University and the Union with reference to conditions of employment of the employees represented by the Union in accordance with the Kansas Public Employer-Employee Relations Act and as stated herein.

ARTICLE 1: RECOGNITION

1.1 For the purpose of representing employees in the Unit found appropriate by the Kansas Public Employer Relations Board (PERB) in Case No. 75-UDC-3-1994, the University recognizes the Union as the employees' exclusive representative as to wages, hours of work, grievances and other conditions of employment of employees in the unit. Until and unless so modified, the following full-time (1.0 FTE) position classifications shall be included in the unit:

- Auto Shop Mechanic
- Carpenter
- Custodial Worker
- Electrician
- Gardener
- Laborer
- Lead Maintenance/Control Technician
- Maintenance Technician I
- Maintenance Technician II
- Maintenance Technician III
- Painter
- Plumber
- Storekeeper

The following positions shall be excluded from the unit:

- Security Guards
- Chief of Groundskeeping Services
- Custodial Supervisor
- Supervisory and Confidential employees
- Temporary and part-time employees in the included position classifications

ARTICLE 2: RIGHTS OF EMPLOYER

2.1 Except as may otherwise be provided under this Memorandum of Agreement, the University reserves and retains all of the rights to manage the University's business as such rights existed prior to the execution of this agreement and the listing by example of such rights in subsequent provisions of this Agreement shall not be construed to limit the terms of this section.

2.2 Nothing in this agreement shall modify the right of the University to:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign and retain employees in positions within the University;
- c) Suspend or discharge employees for proper and just cause;
- d) Maintain the efficiency of governmental operation;
- e) Relieve employees from duties because of lack of work or for other legitimate reasons;
- f) Take actions as may be necessary to carry out the mission of the University in emergencies; or
- g) Determine the methods, means and personnel (including the number and qualifications of employees) by which operations are to be carried on.

2.3 Grounds, Maintenance and Custodial Employees. Management and other employees of the department where the work is required shall only perform functions within position classification during the training of employees, in emergency situations, and when, in the judgment of the Director or his/her designee, extraordinary conditions require such functions to be performed. Director, for purposes of this subsection, means the Director of Athletics, Director of Facilities Services or Director of the Memorial Union.

ARTICLE 3: DUES CHECK-OFF

3.1 The following provisions shall apply only to the extent permitted by law and shall not apply to the extent prohibited by Kansas or Federal law.

3.2 The Union shall indemnify and hold the University harmless (including but not limited to payments of all judgments, costs and attorney's fee) against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the University for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice of assignment furnished under any such provisions.

3.3 During the term of this Agreement, the University agrees to deduct the union fees and dues from wages of an employee covered under this Memorandum of Agreement who voluntarily has executed a payroll deduction form supplied by the Union and provided the same to the University's Director of Finance. Employees shall have the right to authorize such deductions at the beginning of any payroll period, with thirty (30) days written notice to the University's Director of Finance. Such authorization shall remain effective for the lesser of (a) a minimum of one (1) year or, (b) for the term of this Agreement. Such authorization shall be renewed automatically during the term of this Agreement or renewal thereof for successive periods of one (1) year each unless the employee (a) within fifteen (15) days prior to the expiration of the then current authorization period or, (b) within fifteen (15) days following termination of the current collective bargaining agreement, shall have provided the University written notice revoking such authorization. Deductions will be made only when the employee has sufficient earnings to cover the same after deductions for wage withholding orders, garnishments, social security, federal taxes, state taxes, retirement, health insurance, disability insurance premiums or other authorized employee fringe benefit. In the event no wages are left in any pay period to meet the Union check-off, the University is not responsible for the check-off, nor is it responsible for retroactive check-offs when the employee's pay becomes sufficient to meet such check-off.

3.4 Deductions under this Article shall be remitted to such address designated by the United Steelworkers.

3.5 The form of authorization for deduction shall be as follows:

CHECK-OFF AUTHORIZATION

_____, 20__
Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment within the collective bargaining unit of the University, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Treasurer of the Union, as my membership dues in said Union. Such dues shall be remitted promptly by you to the International Secretary/Treasurer of the

United Steelworkers, or its successors, at the address which she/he authorizes for this purpose.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the University and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue authorization and assignment in effect for successive one year periods after the initial one (1) year period until or unless such authorization and assignment of dues is revoked by giving to the appropriate management representative of the University written notice signed by me (a) within (15) days prior to the expiration of the one year period or, (b) within fifteen (15) days following termination of the current collective bargaining agreement. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the Union are not tax deductible as charitable contributions for federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

Local Union No. 307L
United Steelworkers

Employee Name (Printed)

Witness: _____

Signature of Employee

3.6 Union will submit the dues check-off card only for persons who are members of the United Steelworkers, Local 307L-04.

ARTICLE 4: NON-DISCRIMINATION

4.1 The University and the Union agree that no employee or job applicant shall be discriminated against on account of union membership or non-union membership, religion, national origin, ancestry, disability, sex, marital or parental status, sexual orientation or other basis prohibited by federal, state or local law.

4.2 In this Memorandum of Agreement, the words in the masculine gender shall include the feminine gender or vice-versa, and the words in the singular shall include the plural, unless the context clearly requires otherwise.

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. Nothing in the agreement shall be regarded as a guarantee of any hours of work per day or per week. Between June 15 and ~~September~~August 15 each year, employees assigned to the grounds labor 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 overtime is required, it will be offered as equally as reasonably possible by seniority among qualified employees 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 \$2.25 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.

Differential pay of .10 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. The differential shall not be paid to an employee for any time the employee is on any type of leave or holiday, or when the employee works unscheduled hours before or after a normal day work schedule.

ARTICLE 6: SENIORITY

6.1 Employees in the bargaining unit shall have seniority rights as provided for in this Agreement. The date of employment in a bargaining unit position shall be the date from which such rights shall be determined. A voluntary quit or the discharge of an employee breaks seniority and any seniority previously established shall be forfeited. Management lay-off for less than eighteen (18) consecutive months, authorized leave of absence, sick leave, induction or enlistment in the military service by an employee subject to induction, or recall to active duty of an employee in the military reserve shall not affect seniority. A management lay-off of more than eighteen (18) consecutive months shall break seniority and any seniority previously established shall be forfeited and all recall rights shall be terminated.

6.2 The University shall provide the Unit President a copy of all bargaining unit job announcements for vacant positions on or before such job announcement is published. Such announcements may be posted on Bulletin Boards provided for under Article 12.

6.3 Bargaining unit positions that become vacant will be posted internally for a minimum of 4 working days prior to an external recruitment. When a vacant position is to be filled, an employee ~~within that department~~ in a position possessing the same job specification title as the vacant position may request reassignment to the vacant position. In the event more than one employee requests reassignment, the employee with seniority shall be reassigned. There shall be no probationary period for such reassigned employee.

ARTICLE 7: LAYOFF AND RECALL

7.1 In the event of a layoff of five (5) working days or less, the University may layoff on the shift by the operation or classification involved, the least senior employee(s) in the department (Athletics, Facilities Services or Memorial Union) and in that position classification.

7.2 In the event of a layoff in excess of five (5) working days, employees shall be laid off from their classification in accordance with their seniority. An employee who is laid off from his/her classification, seniority permitting, will displace the least senior employee in the classification that is equal to or lower than the classification from which she/he is being displaced and which is the least reduction in pay; provided, however, the employee is qualified for such classification.

7.3 Employees may be temporarily transferred to another work assignment/position classification for which she/he is qualified for a maximum of twenty-five (25) work days. In the event the position to which the employee is temporarily transferred has a higher entry rate, the employee will receive the greater of (a) the higher entry rate or (b) his/her then current wage rate at such time of his/her assignment. The University will not use this provision for temporary transfer with the intent and purpose of defeating the other seniority provisions of this Agreement. An employee temporarily transferred under this subsection shall be informed of the reason for such transfer by his/her supervisor.

7.4 The University shall maintain a recall list for each position classification in which employees are laid off, and shall maintain the names of persons on such list by seniority. Each person's name on a recall list shall be removed after eighteen (18) months from such person's separation from service.

7.5 Persons shall be recalled in reverse order of layoff. A person who has obtained other employment as a result of the layoff or who is laid off must return to his/her position classification when work is resumed on the job. Notice of recall shall be made by certified mail to the last known address reported by the person in his/her personnel file.

7.6 A person who fails to respond to a recall notice within three (3) working days after receipt of such notice shall lose all seniority rights and have his/her name removed from the recall list. A person must return to work within five (5) working days after receipt of notice or forfeit all rights to seniority, unless she/he is temporarily incapacitated or is employed elsewhere, in which case she/he must notify the University in writing within three (3) working days from the receipt of notice to return, that she/he will return within fourteen (14) working days from the receipt of notice, or as soon as her/his health permits. Persons who report temporary incapacitation as a reason for not returning to work within five (5) days of receipt of the recall notice shall provide the University with a medical doctor's report indicating the nature and duration of the incapacitation and expected date on which such person may reasonably be expected to be able to return to work.

ARTICLE 8: HOLIDAYS

8.1 Employees in the appropriate unit shall have the following legal holidays with pay:

Independence Day:	July 4th
Labor Day:	First Monday in September
Thanksgiving Day: Friday after Thanksgiving	Fourth Thursday in November
Christmas Day:	December 25th
Winter Holiday #1:	(In lieu of Veteran's Day)
Winter Holiday #2:	(In lieu of Christmas Eve)
Winter Holiday #3:	(When scheduled)
New Year's Day:	January 1st
Martin Luther King, Jr. Birthday:	3rd Monday in January
Memorial Day:	Last Monday in May

- a) If Christmas falls on a Saturday or Sunday, the following Monday will be the observed holiday.
- b) If New Year's falls on a Saturday or Sunday, the preceding Friday will be the observed holiday
- c) Winter Holiday #1 will be observed on the first working day following the Christmas Day holiday.
- d) Winter Holiday #2 will be observed on the second working day following the Christmas Day holiday.

Between Christmas and New Year's, all offices, laboratories and shops will be closed and employees excused, except for necessary operations and emergencies.

The winter holiday closing schedule for the term of this Memorandum of Agreement shall be as provided in the Washburn University Policies, Regulations and Procedures Manual, Benefits Subject E. 3. Holidays.

8.2 Eligible employees shall receive paid holidays subject to the following:

- a) Employees on unauthorized leave without pay on the business day preceding the holiday shall not receive pay for the holiday.
- b) All employees are eligible for the same number of paid holidays.
- c) Regular full-time employees in the appropriate unit shall be paid on the basis of eight (8) hours pay at their regular straight time hourly rate of pay for holidays on which no work is performed.
- d) An employee whose regular work schedule is such that the holiday falls on a normal day off shall receive holiday pay as in (c) above, or shall be granted a day off as a holiday within the same pay period

8.3 With the exception of the winter holiday closing schedule, a holiday listed above in 8.1 falling on a Saturday is observed on the preceding Friday and a holiday occurring on a Sunday is observed on the following Monday.

ARTICLE 9: PERSONAL LEAVE

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

Length of Service	Hours per Pay Period	Maximum Allowed
1-4 Years	4.62	160
5-9 Years	5.54	184
10-14 Years	6.46	208
15+ Years	7.38	232

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.

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.

ARTICLE 10: MILITARY SERVICE

10.1 Leave of Absence for Military Reservists.

An employee who is an active member of the reserve components of the United States Armed Forces shall be granted a leave of absence for annual training upon submitting a request for such leave along with copies of his/her orders to his/her supervisor.

An employee on military leave shall be paid the difference between his/her taxable military pay and the base pay she/he would have received from the University had she/he not been ordered to military duty.

10.2 Re-employment following service in the Armed Forces of the United States

The University agrees that any of its employees who, as provided by 38 USCS 4312, makes application for re-employment within ninety (90) days after she/he is separated from service shall be re-employed by the University to his/her position or to a position of like seniority, status and pay if still qualified to perform the duties of such position; or, if not qualified to perform such duties or to able to become re-qualified with reasonable efforts of the University, by reason of disability sustained during such service but qualified to perform the duties of another position, shall be offered employment as will provide him/her with like seniority, status and pay as she/he would have otherwise enjoyed. Any employee returning from service in the Armed Forces of the United States shall be re-employed, as provided by 38 USCS 4321(b)(1)(A), in such a manner as to give such employee such status as she/he would have enjoyed if such employee had continued in such employment continuously from the time of his/her entering such service in the Armed Forces.

ARTICLE 11: SAFETY COMMITTEE

11.1 Safety

The University shall take steps to reasonably assure safe and healthful working conditions, including but not limited to the establishment of the joint safety committee and providing safety and hazardous materials training for employees. Employees may be required to participate in such training when directed. Such training shall be considered hours worked and normally be conducted during the employee's regular work schedule. Factual information concerning accidents involving unit employees that occur on University premises will be made available to the Union on request.

Employees transferring to a different job classification or newly hired personnel shall be advised of the possible health and safety hazards of the job.

11.2 A joint safety committee of six (6) employees, three (3) labor representatives of the bargaining unit selected by the Union; and three management representatives, one of whom is the University's Director of Risk Management and Safety serving as the chair of the Committee, has been established to consider mutual health and safety issues. The functions of the Safety Committee are to facilitate the promotion of sanitation and safety on the campus. The Joint Safety Committee meets on call of the Chair, normally bi-monthly, for the purpose of discussing sanitation and safety problems and observing conditions on the campus. All members of the Joint Safety Committee will be paid their regular rate for such meetings, tours and joint investigations. The bargaining unit members of the committee shall have access to applicable safety manuals and publications in the possession of the Chair.

ARTICLE 12: UNION BULLETIN BOARD

12.1 The University will provide a locked bulletin board for use by Union officials in the proximity of time recording devices for bargaining unit employees, or other appropriate location to be used for the purpose of posting approved notices of Union meetings, results of elections, and Union activities. The Unit President and elected officers shall be provided access to all Union Bulletin Boards during normal business hours. Such notices shall be signed by the Unit President and a copy of notices shall be provided to the Director of the Memorial Union, Director of Athletics and Director of Facilities Services.

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.

13.2 Mediation. Prior to the filing of a grievance under 13.3, 13.4 or 13.5 below, except for a grievance arising out of a termination of a bargaining unit employee, 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. An employee may waive, in writing, his/her right to Union representation and in such case, the Union participation shall be limited to an observer's role. If the employee wishes Union participation, 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 perceived by the employee. In the event mediation results in a mutually agreed upon resolution, such resolution shall be placed in writing 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 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.

ARTICLE 14: COURT LEAVE

14.1 An employee who is called for jury service or subpoenaed to serve as a witness in a civil or criminal court proceeding, but not as plaintiff or defendant, and upon written request, shall be granted time off for such service without charge to Personal Leave or loss of pay. Requests for Court Leave, except in case of emergency, shall be approved in advance by the Department or Area Heads. Upon request, an employee who is on Personal Leave at the time called for court duty, may have Court Leave substituted for the applicable number of days of Personal Leave.

14.2 All checks or payments received by an employee for court service performed on Court Leave must be deposited with the University Cashier. Employees on Court Leave will be paid by the University for their regular salary or wage for the period of court service. Amounts paid to employees for travel and meals while serving as a witness or juror will be returned to the employee as will any amounts which exceed the normal rate of pay for such employee.

14.3 An employee awarded Court Leave under this article shall be scheduled for work at the scheduled starting time most nearly coinciding with the time she/he has been summoned for service as a witness or juror.

14.4 An employee called for jury service or subpoenaed as a witness shall return to work for the balance of a work day if the employee is excused by the Court.

ARTICLE 15: LEAVE OF ABSENCE WITHOUT PAY

15.1 Subject to approval of the Director in advance, a leave of absence from work without pay in one-half (1/2) hour increments, up to 26 consecutive weeks, may be granted to an employee when she/he has insufficient accrued personal leave or sick leave to cover a period of justifiable absence or to investigate and/or process a grievance or potential grievance under the Memorandum of Agreement. Leave of absence without pay may be granted to not more than four (4) employees at any one time to attend a Union training program or meeting called either by the President of Local 307L or the Staff Representative, District 11 of the United Steelworkers. Leave of absence without pay may be granted to not more than five (5) employees at any one time to participate in contract negotiations between the parties. Employees who do not return to work after an approved leave of absence without pay shall be deemed terminated unless such leave is extended by mutual agreement prior to the expiration of the approved period of leave of absence without pay. Except for requests for leave of absence without pay on account of an unforeseen serious illness of the employee or family member under the Family Medical Leave Policy, requests for leave of absence without pay shall be made in advance, in writing, and specify the time/day(s) employee is requesting as unpaid leave.

15.2 Seniority shall continue to accumulate during approved leaves of absence.

15.3 Employees may continue participating in the University's Group Health Care Plan during an approved leave of absence without pay and coverage elected shall continue in force during such authorized leave under the same terms and conditions as though they were in a pay status.

15.4 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.

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 stewards. 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 two (2) 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 **UB**.

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.

ARTICLE 17: WASHBURN UNIVERSITY POLICIES, REGULATIONS AND PROCEDURES MANUAL

17.1 The Washburn University Policies, Regulations and Procedures Manual will remain in effect and applicable for employees who are included in the bargaining unit. In the event of conflict between the Washburn University Policies, Regulations and Procedures Manual and the Memorandum of Agreement, the Memorandum of Agreement will control.

ARTICLE 18: SICK LEAVE

18.1 Employees covered under this Memorandum of Agreement shall accrue paid sick leave at the rate of 3.69 hours per pay period employee is in a pay status. The maximum accrued sick leave any employee may accumulate shall not exceed 1040 hours. In the event an employee is not in a pay status for at least eight (8) calendar days in a pay period, she/he will not accrue paid sick leave for such pay period.

18.2 Sick leave is defined as leave of absence from work with pay granted by the Director or his/her designee, in fifteen (15) minute increments, because of the illness or temporary disability of an employee. It also may be granted, however, if the employee must be absent because of serious illness or death in the immediate family. Immediate family, for purposes of sick leave, means (a) parents, (b) spouse, (c) siblings, (d) children, (e) parents-in-law, (f) grandparents, (g) step-parents, (h) foster parents, (i) step-children, (j) grandchildren, or (k) persons related to the employee by blood or marriage residing within the home of the employee. Sick leave will be granted for pregnancies, termination of pregnancy or recovery there from and administered in the same manner as sick leave for other temporary disabilities. Sick leave may also be used for elective surgery and visits to persons licensed by a state or nation to practice medicine and surgery, osteopathic medicine and surgery or chiropractic; provided, however, that requests for sick leave for visits to such providers normally shall be made in writing at least three (3) days prior to the requested leave time except in cases of emergency.

18.3 In computing the use of sick leave for an employee, non-work days shall not be counted. In using accumulated sick leave, absence from work for a full work day is charged as one day. Periods of sick leave of less than one full work day will be recognized in fifteen (15) minute increments. Special approval must be obtained for an individual to work less than full-time, on a regular schedule, due to an illness or injury. In such cases, sick leave will be used on a prorated basis.

18.4 An employee who becomes ill while at work shall notify his/her immediate supervisor, after which the employee may leave work. An employee who becomes ill or is injured while not at work shall notify, except in emergencies, the Director, or his/her designee, to whom she/he or his/her immediate supervisor reports not later than thirty minutes in advance of his/her scheduled work day. In the event an employee fails to report, she/he shall be deemed to be absent without leave and recorded as being on a leave without pay and may be subject to disciplinary action.

18.5 Employees who have a pattern of excessive usage of sick leave may be, and employees who are requesting sick leave for four or more days shall be, required to submit a statement from a person licensed by a state/nation to practice medicine and surgery, osteopathic medicine and surgery or chiropractic showing:

- a) date of treatment
- b) statement that illness or injury was of sufficient seriousness to prevent the employee from reporting to work;
- c) date(s) employee was unable to report to work; and,
- d) date the employee may return to work.

18.6 An employee who is in an authorized leave status under Article 14 or Article 15 of this Memorandum of Agreement, which leave status commences prior to and extends into his/her scheduled leave under Article 9 of the Agreement, may postpone taking such leave to a subsequent period when she/he can best be spared.

18.7 An employee who sustains an injury covered under the Kansas Workers Compensation Act (K.S.A. 44-501 et seq.) while performing work shall notify his/her immediate supervisor and, except in case of an injury requiring immediate medical treatment, contemporaneously complete the injury report required under the workers compensation laws. In the event the employee's supervisor determines medical treatment beyond first aid treatment is required, she/he shall arrange for transportation to a health care provider sanctioned by the University for treatment of work related injuries. Employees who are referred to such health care provider for treatment of a work injury shall be in a pay status for the period of time remaining for the work day on which the injury was sustained while she/he is receiving such treatment provided, however, in no event shall the total number of hours in a pay status for the day exceed eight (8) hours.

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;
- d) not clock in more than six (6) minutes before or later than six (6) minutes past their reporting or departure time unless they have an authorized leave or are approved for overtime by their supervisor; and,
- e) 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.

ARTICLE 20: PERSONNEL RECORDS

20.1 An employee who wishes to review all or part of the University's personnel file pertaining to such employee may do so by making a written request therefore to the Human Resources Director. The Human Resources Director or the Director's designee shall be present during such review of personnel files. An employee may authorize another person not in University administration to review the personnel file pertaining to the employee by giving the University a written release upon forms provided by the University.

20.2 Personnel records documenting discipline shall not be used for purposes of further discipline or in any grievance proceeding, except for impeachment purposes, if there is not further discipline within two (2) years.

ARTICLE 21: MUTUAL INTEREST MEETINGS

21.1 Meetings between representatives of the University designated by the Vice President for Administration, and officers of the Union and a representative of the International may be held when the parties deem it necessary to discuss matters of mutual interest in the administration of this Agreement and concerns the discussion of which the parties believe can avoid grievances. These meetings shall be arranged between the Director of Human Resources and the Union's Unit President. Any Union officer or steward from this bargaining unit attending such a meeting scheduled during such person's work time shall be paid straight time for any portion of the employee's scheduled work time the employee is attending such a meeting. Without the consent of the other party, neither party shall designate more than five (5) persons to attend such meeting. Each party shall use its best efforts to give the other party three business days notice of topics it wishes to discuss at such meetings.

ARTICLE 22: DISTRIBUTION OF THE MEMORANDUM OF AGREEMENT

22.1 The employer will reproduce this Agreement in booklet form (5-1/2" x 8-1/2") and provide the Unit President one copy for each employee in the unit within one week after receiving the reproduced copies. A reasonable number of extra copies shall be provided to the Union for its use. The University shall provide a copy of this Agreement to all new employees in the unit at the time they are hired. The University shall maintain a supply of the copies of the Agreements to respond to reasonable requests for employees for replacement copies or additional copies of the Agreement.

ARTICLE 23: UNIFORMS

23.1 Employees shall begin work each work day wearing clean pants, enclosed shoes and uniform work shirt all free from rips and tears, pins, badges, insignia or patches except for the employee identification card and, at the option of each employee, the approved union patch described in section 23.3 below. While performing his/her duties for the University, employees shall wear long pants, uniform work shirt and enclosed shoes; and at all times when wearing the uniform work shirt, the shirt shall be buttoned, excluding the collar button at each employee's option, and tucked into the employee's pants/trousers. Employees are not required to wear the uniform work shirt during the meal period provided for in Section 5.6 of this Agreement.

23.2 Each employee shall have attached to his/her uniform work shirt, or otherwise openly displayed on her/his person, the University issued identification card while wearing the uniform shirt or on University premises.

23.3 The approved Union patch shall be provided by the Union to any employee wishing the same to be affixed to his/her uniform shirt at her/his own expense, if any. Such Union patch shall not exceed three and one-quarter inches (3-1/4") in diameter.

23.4 Employees separating from service shall return all uniform work shirts to the Director of the operational area in which they performed services. The University is authorized to make withholdings from the employee's final pay for non-returned shirts.

23.5 Employees shall be provided both long- and short-sleeved uniform work shirts through the vendor selected by the University for such purpose. The vendor shall maintain and launder such shirts.

ARTICLE 24. DRUG AND ALCOHOL TESTING

24.1 Employees shall be subject to drug and alcohol testing following a conditional offer of employment in a bargaining unit position or where there is reasonable suspicion of substance abuse.

- 24.2**
- a. Employees shall be subject to random drug and/or alcohol testing, not exceeding 2 such tests in a calendar year.
 - b. Employees who fail or refuse to participate in a drug or alcohol screening test on a random basis shall be deemed to have had a positive result.
 - c. The specimen may be split in order for the employee to cause a second analysis to be made with all costs of such analysis to be paid by the employee.

24.3 Reasonable suspicion is defined as documented abnormal behavior, impaired work performance or accident events that causes a supervisor to reasonably conclude the employee has engaged in on the job use or is impaired due to some substance/drug, including alcohol. Facts and circumstances which may create reasonable suspicion, include but are not limited to:

- unusual or erratic personal behavior;
 - smell of alcohol;
 - slurred speech; or deteriorating performance over an extended period of time.
- Examples of deteriorating performance include, but are not limited to:
- Excessive absenteeism;
 - Peculiar excuses for absences;
 - Excessive tardiness;
 - Decreasing reliability;
 - Missing deadlines; or,
 - Making bad decisions frequently.

24.4 Pre-employment

- a. The time and place for submitting to a drug screening test to employees for whom a conditional offer has been made shall be provided to such persons. The testing protocol may be either by hair analyses, urinalysis or blood analysis.
- b. Persons who fail to submit to the drug screening test following the conditional offer of employment when required or whose test results are positive shall be deemed unemployable and the conditional offered deemed null and void.
- c. The specimen may be split and analyzed in the same manner as provided in 24.2. c.
- d. An individual denied employment as a result of a positive confirmed test shall not be reconsidered for employment.

24.5 Reasonable suspicion testing will be conducted in the manner deemed appropriate by the administration in its sole discretion including, but not limited to urinalysis, analysis of breath samples and blood sample analysis. Such testing shall not be administered by any person responsible for the supervision of a bargaining unit employee. All testing shall be conducted in a manner so as to respect the privacy of the individual.

- a. Alcohol testing shall be performed normally through the administration of a breath analysis by a person trained to administer such test. In the event breath analysis cannot be administered on site, the employee will be transported off-site for such testing.
- b. Testing for illegal drugs or unauthorized use of controlled substances normally shall be performed as a urine test.
- c. The specimen may be split and analyzed in the same manner as provided in 24.2. c.
- d. Following administration of a drug or alcohol test on the basis of reasonable suspicion, the employee shall be transported to his/her residence and remain off work until test results are obtained.
 - (i) If test results are negative, the employee will be returned to work and receive pay for lost wages;
 - (ii) If test results are positive, the employee will be subject to disciplinary action.
- e. Employees who fail or refuse to participate in a drug or alcohol screening test on the basis of reasonable suspicion shall be deemed to have had a positive result.
- f. An accident event, for purpose of reasonable suspicion testing, absent factors other than the occurrence of the accident, is an accident:
 - (i) involving the operation of a motor vehicle or self-propelled equipment;
 - (ii) causing personal injury to any person requiring medical treatment beyond immediate first aid; or
 - (iii) causing significant damage to property.

24.6 Test Cutoff Concentrations:

Drug Class	Cutoff Concentrations (ng/ml)	
	Initial	Confirmatory
Amphetamines	1,000	500
Barbiturates	300	300
Benzodiazepines	300	300
t a-hydroxyalprazolam		100
Cannabinoids	50	15
Cocaine metabolite	300	150
Opiates	300	150
Phencyclidine (PCP)	25	25
Propoxyphene	300	300
Alcohol via breath or blood analysis	.04	.04

24.7 Self-Reporting: An employee may self-report concerns about his or her possible drug (controlled or illegal) or alcohol abuse to his/her department head for the purpose of seeking a leave of absence for treatment/counseling when such disclosure is not made to evade an unannounced drug and/or alcohol test. An employee who voluntarily discloses concerns with possible drug and/or alcohol abuse shall not be disciplined for the disclosure when such disclosure occurs prior to notification to the individual that she/he is subject to a random or reasonable suspicion drug and/or alcohol test. An employee who discloses drug and/or alcohol abuse concerns shall be provided an opportunity to take leave to enter a drug or alcohol treatment or counseling program.

- An employee may self-report only once during his or her employment.
- A self-reporting employee remains subject to all drug testing requirements and other requirements outlined in this article.

24.8 Disciplinary action:

- a. Any violation of this section shall subject an employee to disciplinary action up to and including termination.
- b. The disciplinary action recommended to the hiring authority will be based upon the nature of the employee's position; the degree of risk to the University for continued employment; and, in the case of post-accident testing, the degree of damage or injury caused by the employee.

24.9 Discharge of employee:

- a. Employees in a probationary period shall be discharged.
- b. A second positive result within a 2 year period of the first positive result shall result in the discharge of the employee.

c. Discharge of an employee shall occur upon finding the employee has tampered with a sample for a drug screen; violated chain of custody of the sample or falsified a test result.

d. An employee who, in mitigation of disciplinary action, starts but fails to satisfactorily complete an approved drug/alcohol treatment program shall be discharged.

24.10 Test results shall be maintained separately from the individual's official employment records and made available to persons to whom the employee has consented or as may be required by law and only to those employees of the University who have a "need to know."

24.11 A drug test shall be administered to employees returning to work upon completion of a drug treatment program.

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ARTICLE 25: PROGRESSIVE DISCIPLINE

Proposed New Article

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 report to work when scheduled to work;
- 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;
- Tardiness in reporting for work; and,
- Pattern of excessive use of sick leave.

Step 1 - Written warning.

Step 2 – Second 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 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 265: TERM OF AGREEMENT

265.1 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, 2013.**

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

265.3 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.

265.4 This Agreement is signed after ratification of the Union members on this **XXrd day of August, 2011.**

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

Committeeman

Committeeman

Committeeman

Committeeman

APPENDIX A: JOB CLASSIFICATION AND WAGE RATES

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

Classification	Entry Rate	<u>5 Year Service Rate</u>	<u>10 Year Service Rate</u>
Auto Shop Mechanic	13.09		
Carpenter	\$11.88		
Custodial Worker	\$8.44 <u>\$8.75</u>	<u>\$9.00</u>	<u>\$9.25</u>
Electrician	\$12.24		
Gardener	\$8.85 <u>\$9.80</u>	<u>\$10.05</u>	<u>\$10.30</u>
Laborer	\$8.44 <u>\$8.75</u>	<u>\$9.00</u>	<u>\$9.25</u>
Lead Maintenance/Control Technician	\$14.15		
Maintenance Technician I	\$8.85 <u>\$9.80</u>	<u>\$10.05</u>	<u>\$10.30</u>
Maintenance Technician II	\$10.26 <u>\$10.65</u>	<u>\$10.90</u>	<u>\$11.15</u>
Maintenance Technician III	\$12.47	-	-
Painter	\$11.88		
Plumber	\$11.88		
Storekeeper	\$8.92 <u>\$9.65</u>	<u>\$9.90</u>	<u>\$10.15</u>

Effective XX (date), employees whose salary is below the entry rate for their classification will be increased to the entry rate for that classification.

Effective XX (date), 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.

Employees whose current rate of pay is above either the entry rate or the service rate for a classification shall remain at their current rate of pay.

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.