

# **A G R E E M E N T**

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**

**REPRESENTING**

**(MAINTENANCE, SECURITY, FACILITIES, PARKING  
AND RESIDENTIAL MANAGERS UNITS)**



**And**

**PIKE PLACE MARKET PRESERVATION AND  
DEVELOPMENT AUTHORITY (PDA)**

**Term of Agreement**

**March 29, 2023 – September 30, 2025**

<b>NOTICE TO ALL MEMBERS</b>
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**If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.**

**If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.**

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## **PREAMBLE**

This Master Agreement and five (5) Attachments represent the understandings between Pike Place Market Preservation and Development Authority (PDA) and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, covering the classifications listed in the five (5) Attachments for the Maintenance, Security, Facilities, Parking, and Residential bargaining units. Except as noted in this Master Agreement or in each Attachment, each provision of the Master Agreement shall be applicable to employees in each bargaining unit. Seasonal/temporary employees who work less than one hundred twenty (120) calendar days in a rolling twelve (12) month period are excluded from the bargaining units listed in the five (5) Attachments. The use of a Master Agreement format does not in any way merge the five (5) separate bargaining units or in any way undermine the independence of each of the five (5) bargaining units.

## **ARTICLE 1 - UNION SECURITY**

This contract covers all regular full-time and part-time employees in the classifications described in Attachments A – E that work at the Pike Place Market Preservation and Development Authority (PDA).

1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for all employees covered by this Agreement.

1.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within thirty (30) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The Employer will provide the Union with contact information for all members in order to facilitate communication and scheduling of the initial NEO. A Union Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

1.03 The Employer shall notify the Union as soon as practicable of any deduction authorization received by the Employer. Upon receiving notice from the Union, the Employer agrees to deduct from the paycheck of each Union member, or each non-member voluntary financial supporter covered by this Agreement who has voluntarily so authorized it, the initiation fee, and regular monthly dues, assessments, or voluntary non-member financial supporter fee. Such authorization for deductions may be made in writing, electronically or through recorded voice. The Employer shall transmit fees and dues to the Union once each month on behalf of the employees involved. If a deduction error is identified, the error will be addressed as soon as practicable.

1.04 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written

notification, confirmation will promptly be sent to the Employer by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met. The Employer will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

1.05 Indemnification and Hold Harmless. The Union agrees to indemnify and hold harmless the Employer for any action(s) taken by the Employer pursuant to this Article. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence thereof.

1.06 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

1.07 During the first ninety (90) calendar days of employment, an employee shall be considered a probationary employee and shall be subject to termination without recourse to the grievance procedures provided for in this Agreement.

1.08 ***Union Representative Visitation:*** The Union Representative shall be allowed access to all facilities of the Pike Place Market wherein the employees covered under this contract may be working for the purpose of conducting necessary Union business and investigating grievances, provided such representative does not interfere with the normal work process. The Union Representative shall provide advance notice to the Department Manager/designee prior to visiting Market facilities for the purpose of conducting necessary Union business or investigating grievances, except in emergency situations. Employees cannot be disturbed during normal work hours except during lunch and/or regular scheduled rest break. With prior notice and supervisor approval, the employee may be observed in work situations if the issue is regarding unsafe working conditions.

1.09 The Employer will deduct the assessments and monthly dues the first payday of the month. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

1.10 ***Democratic, Republican, Independent Voters Education (DRIVE):*** The Employer shall deduct from the pay of each employee, each month, who furnishes a written assignment for DRIVE deduction. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck for each payroll period. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan. No deduction shall be made which is

prohibited by applicable law. This paragraph will become effective if twenty percent (20%) of the employees of the Employer covered by this document sign authorization cards. An employee may revoke their payroll deduction authorization at any time. The Union shall indemnify and hold harmless the Employer against any claims brought against the Employer by an employee arising out of the Employer making a good-faith effort to comply with this Section.

## **ARTICLE 2 - EMPLOYMENT EXPENSES**

The Employer shall pay all charges incident to the hiring of the employees, such as medical examinations if such are required by the Employer before hiring, bonding where required and employment agency fees if such services are used. If an employment agency is retained by either party (Employer or employee), the party using the employment agency shall pay all such cost incurred. Employees shall be responsible for costs incident to the minimum requirements for consideration of employment, such as the cost associated with obtaining a valid Washington driver's license.

## **ARTICLE 3 - PAY PERIODS**

Bargaining unit employees shall be paid in accordance with the pay periods established by the Employer for other PDA employees. No deductions shall be made from any paychecks without the mutual consent of the employee and the Employer, except as provided by federal, state, or municipal law.

## **ARTICLE 4 - UNIFORMS AND EQUIPMENT**

4.01 All tools and safety equipment and gear, including protective gear such as respirators and safety gloves, which the Employer specifies as necessary to the performance of work, as well as weight-bearing duty belts, safety vests and OC for Security Officers, shall be furnished by the Employer at no cost to the employee. The Employer will provide each employee, upon request, one (1) pair of rain boots, one (1) hooded rain jacket, and one (1) pair of rain pants, and will replace same based upon normal wear and tear. The Employer shall provide adequate training for all tools, safety equipment and/or gear.

4.02 Employees shall comply with the Employer's standards for proper attire and personal appearance and use of safety equipment while on duty. Violations of these standards shall subject the offending employee to disciplinary action.

4.03 ***Foul Weather Gear:*** Employees required to work outdoors will be provided adequate foul weather gear as required by work tasks and law.

4.04 Requests for tools, safety equipment and/or gear will be requested using an official PDA request form.

## ARTICLE 5 - NO REDUCTION IN PAY

Except as expressly provided in this agreement, it is understood and agreed that none of the present employees (those personnel working in the covered units as of the date of the signing of this Agreement) shall suffer any reduction in their hourly rate of pay, unless they are reclassified to lower paid positions, nor shall their hours be increased without a corresponding increase in pay.

## ARTICLE 6 - HOLIDAYS

6.01 All eligible full-time employees shall be paid a maximum of eight (8) hours for the following holidays regardless upon which day of the week the holiday shall fall, as per the PDA Personnel Policies.

New Year's Day  
Martin Luther King Jr.'s Birthday  
Presidents' Day  
Memorial Day  
Juneteenth  
Fourth of July  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Three (3) Floating Holidays

6.02 Holiday pay for part-time employees shall be prorated in accordance with existing policies.

6.03 Employees who work the holiday shall be compensated at one and one-half (1.5) times their regular rate of pay and in addition, receive one (1) day's pay for the holiday. At the option of the employee, they may take the day's pay as an alternate day off within thirty (30) days of the holiday upon mutual agreement between the employee and management.

6.04 Employees working a four-day/ten-hour (4/10) schedule may supplement that day's pay with two (2) hours of vacation, or may work an additional two (2) hours that week with prior supervisory approval.

6.05 Holidays shall count as hours worked as applied in Article 11.01.

## ARTICLE 7 - LEAVES

7.01 **Sick Leave:** Paid sick leave is accrued for full-time and part-time employees at the rate of .0462 per hours paid (except overtime) to equal eight (8) hours per month for



employees working a full-time schedule and may accrue indefinitely. Sick leave may be used in accordance with Seattle Paid Safe and Sick Time Ordinance and RCW 49.46. Sick leave may be used in fifteen (15) minute increments. At termination of employment there is no cash reimbursement for unused sick leave. Abuse of sick leave may constitute grounds for discipline, up to and including termination. The supervisor may require a physician's certification of illness or injury if the employee is absent for more than three days or if there is a pattern of absence or intermittent leave due to illness.

Subject to prior management approval, a day of sick leave or additional time as may be necessary may be used for unforeseen or unfortunate circumstances of a serious nature that are job related and that cause an emotional hardship to the employee(s), such as the passing of a resident of the PDA.

7.02           ***Sick Leave Conversion/Sabbatical Leave:*** Employees may convert for immediate use accrued sick leave in excess of two hundred forty (240) hours to vacation leave at a rate of one (1) hour vacation for four (4) hours sick leave.

7.03           In the event the Employer changes the sick leave, holidays, or vacation benefits for non-represented employees, the Employer shall meet with the Union to negotiate said changes. In the event the parties reach impasse, the status quo shall prevail.

7.04           ***Emergency Leave:*** As per the PDA Personnel Policies, the Executive Director may grant emergency leave with pay not exceeding three (3) days per year for critical illness or death in the immediate family or unforeseen occurrence with respect to the employee's household (e.g., fire or flood). "Household" shall be defined as the physical aspects of the employee's residence.

7.05           ***Unpaid Leave of Absence:*** Unpaid absences, both medical and non-medical shall be available to covered employees in accordance with the PDA Personnel Policies, as they are from time to time modified.

7.06           ***Long-Term Disability:*** The Employer shall continue to provide long-term disability insurance, for eligible employees of the bargaining unit who are disabled due to illness or injury. Bargaining unit members will continue to receive the same benefit insurance provided other PDA employees.

7.07           ***Sick Leave Incentive:*** Any employee who uses two (2) or fewer sick days in a calendar year shall receive one (1) additional floating holiday to be used in the next calendar year, or one hundred fifty dollars (\$150.00) pay.

7.08           ***Family and Medical Leave (FMLA):*** The PDA shall provide eligible employees with up to twelve (12) weeks of unpaid leave for the birth, adoption or placement into the employee's foster care of a child, or if the employee or employee's spouse, child or parent has a serious medical condition as defined by the FMLA. In addition, the PDA will provide an

employee who is a spouse, son, daughter, parent or next of kin of an active service member to up to twenty-six (26) weeks of unpaid leave if the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list. This twenty-six (26) week maximum is only available during a single twelve (12) month period and is to be combined with, rather than be in addition to, other FMLA leave taken during the same period. Employees should consult PDA policy for details of this leave.

7.09 **Family Military Leave:** An employee may take up to twelve (12) weeks of unpaid leave for any qualifying exigency (as defined by U. S. Department of Labor regulations) arising out of the fact that a qualifying immediate family member (i.e., spouse, child or parent) of the employee is a service member on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation. "Service member" is a soldier, reservist or member of the National Guard who has been called to active duty. Employees should consult PDA policy for details of this leave.

7.10 **Domestic Violence/Sexual Abuse/Stalking Leave:** Eligible employees shall be entitled to take unpaid leave for domestic violence, sexual assault or stalking that the employee has experienced, or for the use to care for and/or assist a family member who has experienced domestic violence, sexual assault or stalking. Leave under this provision shall be administered according to RCW 49.76 and PDA policy.

7.11 **Bereavement Leave:** Bereavement leave of up to three days (24 hours pro-rated for part-time employees) per occurrence with pay is granted a regular employee if a death occurs in the employee's immediate family as defined in section 7.12, to a domestic partner, or in a domestic partner's immediate family. The employee must inform the supervisor of request for bereavement leave as soon as possible. If more than one occurrence of Bereavement Leave is requested in a calendar year, the PDA may request documentation of the need. If extended travel or other special circumstances are involved and additional time is required, supervisory approval is necessary.

If a death occurs during a scheduled vacation, an employee may substitute bereavement leave for vacation as applicable. In addition, if extended travel or other special circumstances exist, the use of up to four (4) days (thirty-two (32) hours) accrued sick leave may be considered depending on departmental needs and supervisory approval. These thirty-two (32) hours are in addition to the standard bereavement leave.

Employees on any unpaid leave of absence are not eligible for paid bereavement leave.

7.12 **Immediate Family Definition:** "Immediate Family" for purposes of Section 7.11 is defined as the employee's spouse or domestic partner, or the parent, grandparent, child, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild of the employee or the employee's spouse or domestic partner.

7.13 **Death Encounter Leave:** Any employee who comes into contact with a deceased person in the course of their employment shall be released from duty with pay on their next scheduled workday. Additionally, the Employer shall provide each such employee with EAP contact information within twelve (12) hours.

## **ARTICLE 8 – VACATION**

8.01 As per PDA Personnel Policies, all regular full-time and part-time employees shall be eligible for paid vacations at their straight-time rate of pay in effect at the time of the vacation following completion of their ninety (90) day probationary period.

Vacation time is earned by employees as follows:

First twelve (12) months of employment: .0385 X regular hours paid (10 days for a regular full-time employee).

One (1) year to the completion of six (6) years: .0577 x regular hours paid (15 days for a regular full-time employee).

Seven (7) years and thereafter: .07695 x regular hours paid (20 days for a regular full-time employee).

Any employee desiring vacation pay at the start of the vacation period, must give the Employer two (2) weeks written notice prior thereto.

8.02 When a Holiday falls within an employee's vacation period, the employee shall receive it as Holiday pay.

8.03 Vacation assignments shall be made at the Employer's discretion according to seniority, subject to existing practices.

8.04 Vacation pay for part-time employees shall be prorated.

8.05 Employees with less than seven (7) years of service may carry over to the subsequent calendar year accrued vacation hours up to a maximum of fifteen (15) working days or one hundred twenty (120) hours. Employees with seven (7) or more years of service may carry over accrued vacation hours up to a maximum of twenty (20) working days or one hundred sixty (160) hours.

8.06 Vacation time shall count as hours worked for purposes of Section 11.01, provided the vacation is scheduled and approved in advance.

## **ARTICLE 9 – HEALTH & DENTAL BENEFITS**

9.01 During the period this Agreement is in effect the Employer agrees to provide the same medical, dental care, vision care and life insurance to employees in this bargaining unit as it provides for other PDA employees. The Union shall be notified of any proposed coverage and/or cost changes to the plan prior to implementation. Such insurance may be modified by the Employer from time to time, but only as is done for other PDA employees.

9.02 Eligible employees are those qualified regular full-time or part-time employees scheduled to work twenty-four (24) hours or more per week. Eligibility begins following any waiting period required by individual plans.

## **ARTICLE 10 - EMPLOYEE RETIREMENT PLAN & TRUST**

10.01 Employees in the bargaining unit will be included in the same manner as other PDA employees with respect to the annual distribution of funds made to the Employee Retirement Plan & Trust. This distribution is at the discretion of PDA Council and is based on the PDA's financial success in the previous year.

10.02 Each covered employee will be provided an annual statement of their individual participation in the Employee Retirement Plan & Trust and the Summary Annual Report as required by ERISA.

10.03 After the ratification of this Agreement, each bargaining unit may decide by majority vote in each unit to divert a portion of their wages, as specified by the employees, to the Pacific Coast Benefit Trust (PCBT). Such vote shall be conducted by the Union, which shall certify the results to the PDA. Upon receipt of such certified results, the Employer (PDA) agrees to facilitate the diversion of such wages to the PCBT.

## **ARTICLE 11 - OVERTIME**

11.01 All time worked in excess of forty (40) hours in a week shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay. The Fair Labor Standards Act (FLSA) defines a "work week" as a period of one hundred sixty-eight (168) consecutive hours. Any work hours in excess of forty (40) hours in any work week shall require the prior written authorization of the supervisor. Work in excess of forty (40) hours in any work week without prior written authorization is cause for disciplinary action unless due to emergency response or on-site emergency. The Employer shall not reduce regular shift hours to prevent overtime payment as a result of a call-out or emergency shift extension. According to PDA policy, work performed outside regularly scheduled hours for contracted events where an outside firm/organization contracts with the PDA for services, shall be paid at the rate provided under the contract terms between the PDA and the sponsoring organization. This is a special overtime rate, and under no circumstances will be less than one and one-half

(1.5) times the employee's regular rate. Additional overtime is paid only for hours worked in excess of forty (40) non-event hours worked during the work week.

11.02 **Emergency Call Back:** Employees who are called back to work after completing their regular shift and who are relieved of duty before commencing their next regular shift shall be paid a minimum of four (4) hours straight time pay or for the actual time worked, whichever is greater, and not transportation. Any hours over the four (4) hour minimum necessary to do the actual work will also be paid at straight time. However, hours worked in excess of forty (40) in the work week shall be paid at the employee's overtime rate of pay.

11.03 **Overtime Assignments:** The assigned personnel may complete work-in-progress that extends into overtime. Any special provisions applicable to the assignment of overtime among employees in the five (5) separate Units are contained in the five (5) Attachments.

11.04 **Standby Duty:** The Employer may assign employees to standby duty and require that the employee be available for call out. Employees will only be scheduled for stand-by duty on their regularly scheduled work days, unless they volunteer to be scheduled on regular days off. Employees shall be excused from standby duty on the day immediately preceding a pre-authorized vacation day. Whenever employees are on stand-by duty, they are expected to be available to respond to emergency calls and are expected to respond if the supervisor requests response. Employees on stand-by are expected to respond within a reasonable amount of time after being contacted and expected to respond to a call-out within a reasonable amount of time. Employees will be paid appropriate call back pay, pursuant to Section 11.02 when they are called out on emergency work. Employees will be paid five percent (5%) of their straight-time hourly rate. Employees on standby will be paid for all non-scheduled work hours they are on standby. If an employee on standby is called out for emergency service, the five percent (5%) standby allowance shall not apply during the minimum or actual call-out paid hours.

Maintenance, Facilities, Parking and Residential Employees may turn off their radios during their lunch breaks. Employees must notify the Employer when they are taking their lunch break. If an employee leaves their radio on during the lunch break and is called back due to an emergency call, they shall be given another lunch break, or if not possible, paid for working through the break.

See Attachment B for Security radio policy.

## **ARTICLE 12 - CLASSIFICATIONS**

12.01 See Attachments A through E for classifications in the five (5) Bargaining Units.

12.02 **Shift Assignment:** Vacancies and assigned work shifts and work schedules shall be bid and offered in order of seniority to employees qualified to do the work and pursuant

to any special provision in the Attachments. If no employee volunteers, the Employer may offer it in any manner they choose.

See Attachment B for Security Officers.

**ARTICLE 13 - MINIMUM WAGE RATES, HOURS OF WORK AND SHIFT PAY**

13.01 Wage Schedules effective March 29, 2023, are in Attachments A – E:

- Attachment A-----Maintenance
- Attachment B-----Security
- Attachment C-----Facilities
- Attachment D-----Residential
- Attachment E-----Parking

13.02 Effective on the dates shown below, the Wage Schedules (but not employee salaries; see 13.06) will be increased in an amount equal to the average CPI-U (Seattle-Tacoma-Bellevue) using Bi-Monthly Data from February to February of the year given, rounded to the nearest 1/10<sup>th</sup> of one percent (1%), with a three percent (3%) minimum and a four percent (4%) maximum. "Average annual CPI" is determined by adding the percentage increases from April, June, August, October, December, and February and dividing by six (6). If the average is over four percent (4%), then four percent (4%) is the maximum total payable for guarantee and merit. If the average is less than three percent (3%), then three percent (3%) increase is payable.

13.02.01 Effective on the date of ratification, employees whose salaries fall below the minimum of the new ranges will be moved to the minimum of those ranges. If any employee's salary falls below the range minimum after the April adjustments provided for in 13.02, that employee's salary will be increased to the minimum.

13.03 The Employer may hire above minimum if required, based on skill and experience level needed.

13.04 If the Employer decides to increase part or all of the pay scales except as otherwise provided in these Agreements, they may do so after consultation and agreement with the Union.

13.05 **Regular Employment Hours:** Regular employment work hours include regular hours worked, emergency call back hours, holidays (including floats), vacation hours, sick leave hours, paid military leave hours, and bereavement pay time.

13.05.01 The Employer may establish individual, or group day shift start times between the hours of 5:00 a.m. and 10:00 a.m. The Employer may establish an individual or group second shift start times between the hours of 11:00 a.m. and

4:30 p.m. The Employer may establish an individual or group third shift start times between the hours of 5:00 p.m. and 11:00 p.m. The Employer and the Union may agree to start any shift before or after the foregoing periods.

13.05.02 The standard work schedule is five (5) eight (8)-hour days. The Employer may establish a four-ten (4-10) work schedule for individual employees or work groups, comprised of four (4) work days of ten (10) hours each work day exclusive of the meal period. By mutual agreement, additional work schedules may be established for each Appendix.

13.06 **Movement Within Wage Grades:** Effective March 29, 2023, each employee's current wage rate will be increased by five percent (5%). Any employee not at the new minimum classification rate following the five percent (5%) increase will be placed at the new minimum rate. Increases issued pursuant to Article 13.06.02 will still take place on April 1<sup>st</sup>. Employee salaries will be adjusted on April 1, 2024 and 2025 by up to the maximum amounts indicated in 13.02 as follows: Three-quarters (3/4) of the maximum available increase will be applied as a guaranteed increase for all members of the bargaining unit regardless of performance appraisal scores, with a minimum increase of three percent (3%). The other non-guaranteed one percent (1%) of the maximum is a merit increase. For example, if four percent (4%) is the CPI, three percent (3%) is guaranteed and one percent (1%) is available for merit. Merit increases will be determined by the average performance appraisal scores and will be payable as follows:

- o 2.0 and above = full merit increase (1% in the example above)
- o 1.99 and below = Amount of merit is at management discretion.

Any wage increases as budgeted by the PDA for all employees that exceed the CPI increase as outlined in 13.02 will be available as merit pay for bargaining unit members.

13.06.01 Grievances over application of performance appraisal system may be heard through Step 3 of the Grievance Procedure. If an employee is dissatisfied with the resolution at Step 3, the matter may be brought to mediation utilizing the services of the King County Interlocal Conflict Resolution Group.

13.06.02 Effective April 1, 2020, and each April 1<sup>st</sup> thereafter, employees employed at the Employer for seven (7) or more years and who have not yet reached the midpoint of the applicable wage range for their classification shall be brought up to the midpoint.

13.07 **Shift Differential:** Employees whose regularly scheduled shift ends after 7:00 p.m. will be paid a shift differential for all hours worked on that shift. Shift differential pay only applies to hours worked and does not apply to any time off benefits (e.g., vacation, holiday, or sick pay). Shifts are defined as follows:

**Swing shift:** Shall be defined as a work shift scheduled to end between 7:00 p.m. and 1:00 a.m. Employees working on swing shift shall receive a premium of one dollar (\$1.00) per hour in addition to their regular hourly rate of pay.

**Graveyard shift:** Shall be defined as work that is scheduled to end between 1:00 a.m. and 8:00 a.m. Employees working on graveyard shift shall receive a premium of one dollar and fifty cents (\$1.50) per hour in addition to their regular hourly rate of pay.

**Weekend shift:** Shall be defined as work that is scheduled on a Saturday and/or Sunday. Employees working on a weekend day shall receive a shift premium of fifty cents (\$0.50) per hour in addition to their regular hourly rate of pay.

13.08 **Lead Assignment:** An employee may be assigned in writing by the Department Manager/designee to perform lead duties and will be paid ten percent (10%) above their base hourly rate of pay for all hours worked in the lead assignment. This assignment's duration and the person assigned are at the discretion of management.

#### **ARTICLE 14 - RESPONSIBILITY FOR PROPERTY**

14.01 Employees are responsible for exercising due care to prevent the loss, damage, or theft of PDA property. An employee must notify their supervisor of any lost, damaged or stolen property by the end of the scheduled shift or as soon as practicable and must document same in a timely manner; provided, however, that the employee must notify their supervisor immediately of any lost or stolen keys. An employee is prohibited from removing any PDA-issued equipment or property, including keys, from PDA premises at the end of the shift unless specifically authorized to do so by their manager or by the requirements of their job functions. Willful or negligent failure to protect the PDA property is subject to disciplinary action under the just cause provisions of this agreement. Upon request of the Union, a full report will be furnished to the Union by the Employer concerning disciplinary action against an employee in connection with this responsibility. Actions taken against employees under this Article are subject to the grievance procedure unless they are on probation.

14.02 The Employer will make a reasonable attempt to provide training, as needed, to advance the safety and well-being of the staff. The Employer will provide departmental training on an as-needed basis to address specific departmental issues as they arise. Employees will only be held to reasonable standards which consider the training and experience they have been provided.

#### **ARTICLE 15 - WAGE CLAIMS**

No claim by an employee of any discrepancy in pay shall be considered by the Union or the Employer unless filed within sixty (60) days after receipt of the paycheck containing such discrepancy. The sixty (60) day limitation shall not apply however, where the discrepancy



arises from failure by the Employer to authorize payment of an automatic wage increase called for by this Agreement.

## **ARTICLE 16 - GRIEVANCE AND ARBITRATION**

16.01 The PDA and the Union encourage resolution of grievances as quickly as possible and at the earliest stage in the grievance procedure. Nothing herein limits employees' legal rights to file complaints with federal, state, or local government, or human or civil rights agencies.

An employee may initiate a grievance and have the grievance addressed with or without the assistance of the Union. However, the resolution must be consistent with the expressed terms of these Agreements and the Union must be given reasonable notice and an opportunity to be present at any such grievance meeting. The Union must be notified in writing of any resolution.

In the event the grievance involves involuntary termination, the employee may elect to initiate the grievance at Step 3.

At Step 4 and beyond, only the Union may carry forward the grievance, provided that the Union shall not be required to press an employee grievance if, in the Union's opinion, the grievance lacks merit. The employee has the right to Union representation at every step of this procedure.

Any time limits stipulated in this grievance procedure may be extended for stated periods of time by mutual agreement of the parties.

Failure by the PDA to comply with the time limits in this procedure shall allow the Union to advance the grievance to the next step provided that only the Union may request arbitration. Failure by an employee to comply with the time limits in this procedure shall mean that the grievance is withdrawn.

The PDA will not retaliate against any employee because they have filed a grievance, testified, assisted, or participated in any manner in an investigation, proceeding, or grievance meeting.

### 16.02 ***Grievance Defined***

Any employee who believes that they have been treated unfairly by a manager or a fellow employee in a manner that violates the PDA's personnel policies, or this Agreement may process a grievance through Step 4 of this procedure. Any grievance that involves a dispute over the interpretation and/or application of this Agreement may, in addition, be appealed to arbitration pursuant to the procedures outlined below.

### 16.03 ***Steps***

**STEP 1:** Informal Resolution — Employee and Manager

The aggrieved employee and their manager shall attempt to resolve the grievance informally as soon as practicable. Within fourteen (14) calendar days of the occurrence which gives rise to the grievance, the employee shall (a) meet with their manager; (b) state the nature of the grievance; and (c) seek resolution through discussion with the manager. The manager will give a written response to the grievance within fourteen (14) calendar days of the meeting.

**STEP 2:** Written Complaint and Response – Manager

If the aggrieved employee is not satisfied with the outcome of Step 1, they may then file a formal written grievance within fourteen (14) calendar days of the Step 1 meeting. The written grievance should describe the problem or incident, the alleged contract violation, the date it occurred, and the remedy sought. The manager shall respond in writing to the written grievance within fourteen (14) calendar days of receiving it. The manager shall set forth their response, the reasoning supporting the response, and any actions they deems appropriate to address the grievance.

**STEP 3:** Written Appeal to Department Director

If the aggrieved employee is not satisfied with the manager's response, the employee or Union on their behalf may file a written statement of appeal to the department director stating the reasons for the appeal within fourteen (14) calendar days of receiving the manager's response.

The department director shall meet with the employee and the Union to discuss the grievance within fourteen (14) calendar days of receipt of the appeal. The Human Resources Manager or their representative may attend such meetings. Within fourteen (14) calendar days of the meeting, the department director shall respond to the employee's grievance appeal in writing with copies to the Union, the manager, and Human Resources.

**STEP 4:** Final Written Appeal to Executive Director

If the Union is not satisfied with the outcome of Step 3, it may submit a written appeal to the Executive Director within fourteen (14) calendar days of receiving the results of Step 3. The appeal to the Director shall state both the reason for the appeal and the resolution sought.

Within fourteen (14) calendar days of receiving the appeal, the Executive Director, or their designee, shall meet with the Union and the grievant to discuss the grievance. The Human Resources Manager or their representative may attend such meetings. The Executive Director or the designee shall respond to the appeal with their decision in writing within fourteen (14) calendar days of conclusion of the meeting.

**STEP 5:** Binding Arbitration

Any unresolved grievance over the interpretation or application of this Agreement may, at the request of either party within thirty (30) calendar days of the Step 4 decision, be submitted to binding arbitration.

The arbitrator shall be selected by mutual agreement of the Union and the Employer. Should the parties fail to agree on an arbitrator, the moving party shall request an odd-numbered list of Oregon and/or Washington arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternatively strike the names from the list of arbitrators until one (1) remains.

The cost of the arbitrator shall be borne equally by the Union and the Employer. Each party shall bear the cost of preparing and presenting its own case, including its own attorney's fees and witness fees.

The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of these Agreements and the arbitrator's power is limited to the interpretation or application of the express terms of these Agreements, and all other matters shall be excluded from arbitration. The arbitrator's decision shall be in writing and shall be issued to the parties within thirty (30) calendar days after the matter is submitted to the arbitrator.

Any arbitrator selected shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated to otherwise in writing by the Union and the PDA.

## **ARTICLE 17 - DISCIPLINE AND TERMINATION**

17.01 The Employer has the right to discipline, up to and including termination without notice, for just cause. It is the Employer's discretion to assess the appropriate level of discipline considering the seriousness of the offense, mitigating circumstances, and other relevant considerations. It is understood that the Employer retains the discretion to determine when successive policy violations are sufficiently related to warrant advancing to the next step in corrective action.

17.02 The parties agree to incorporate the 2012 Workplace Expectations (Section 8) and Disciplinary Procedures (Section 9) of the PDA's employee handbook into this Agreement by reference. (See Attachment F.) The Employer will not modify the 2012 Workplace Expectations or Disciplinary Procedures during the course of this Agreement without prior consultation with the Union and will bargain such changes if required by law.

The parties recognize that while progressive discipline is appropriate for correcting many performance and attendance issues, certain employee conduct violations are of such a serious nature that applying progressive discipline is inappropriate and immediate termination is warranted. Such offenses include, but are not limited to threatened or actual violence;

possession, use, sale, or being under the influence of drugs or alcohol on the Employer's premises during work hours or in work areas or during on-call duty; theft or other misappropriation of the Employer's funds or property; physical fighting; engaging in sexual or other forms of harassment or discrimination; carrying a dangerous weapon while on duty or while in work areas; willful damage of the Employer's property or property in the care of the Employer; failure to follow a direct order of the Employer; fraud; falsification of PDA records; dishonesty or unlawful conduct; and other equivalent serious violations. All terminations and discipline are subject to just cause standards.

17.03 An employee who has been discharged by the Employer shall receive a written statement of the cause of the discharge upon request of the employee. The Employer shall provide a copy of a written final warning, suspension, or termination to the Employee and the Union at the time of issuance.

17.04 An employee shall have the right to have a Union representative present at all investigatory interviews which the employee reasonably believes may lead to discipline. Management will inform the employee verbally or in writing of the reason for the meeting. The employee is responsible for contacting their Union representative, who may contact management for the purpose of scheduling a mutually agreed upon time and location for the meeting. In no event shall the meeting be postponed beyond two (2) working days without mutual agreement of the Employer and the Union. This does not constitute a waiver of Weingarten rights, provided that the employee accepts representation by any available Union member or representative.

## **ARTICLE 18 - NO STRIKE, NO LOCK OUT**

18.01 During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with PDA functions by employees under this Agreement. Employees shall not cause or engage in any work stoppage, strikes, slowdowns or other interference with PDA functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the PDA.

18.02 The Employer agrees that in the event of a strike by members of another PDA bargaining unit it will not assign any work done by the strikers to the employees covered by this Agreement.

18.03 It shall not be grounds for disciplinary action for individual members of their own volition to honor picket lines provided such action is sanctioned by Teamsters Local Union No. 117 and Joint Council of Teamsters No. 28. Hiring replacement employees is not considered discipline. Individual employees who exercise the right to honor picket lines shall not be paid for their hours away from work.

## **ARTICLE 19 - MANAGEMENT RIGHTS**

The Union recognizes the right of the Employer to operate its facilities; to define position qualifications and requirements, to manage its employees, including but not limited to the right to establish and require fair standards of performance; to maintain order and efficiency; to direct employees; to determine the materials and equipment to be used; to determine the number, kind and qualifications of employees; to select, hire, train, supervise, discipline and discharge for just cause; to implement new and different operational methods and procedures; to set schedules subject to seniority provisions (provided that a proper notification is given); and to take whatever action it deems necessary in the event of an emergency, such as earthquake, fire, or other unforeseeable circumstances out of the Employer's control. An employee shall not be required to change their regular scheduled hours without forty-eight (48) hour notice. The forty-eight (48) hour notice does not apply to the working of overtime hours. The Employer has the right to determine the kind, type and location of facilities; to adopt and promulgate reasonable rules for employee conduct and appearance; and to expand, reduce, open, terminate, move or otherwise change the scope of operations of any facility or department. Any changes not addressed in this Agreement or otherwise waived by the Union must be bargained according to law.

When there are certain functions that are presently contracted out that the PDA determines can be more efficiently and economically performed internally, the PDA may assign that work to qualified bargaining unit members.

## **ARTICLE 20 - CONTRACTING-OUT**

The Employer has and will continue to contract out for a variety of services and capital repairs and improvements from its operating and capital budgets. The Employer recognizes that it benefits from a skilled and experienced staff. Both the Employer and the employees represented by the Union can benefit from continued training of the PDA staff that will enable the Employer to perform a broader scope of its responsibilities with its own personnel. The Union understands that scheduling, budget, time constraints, need for specialized skills, unanticipated or emergency needs, among other reasons, will require that the Employer continue to contract-out for some required services and capital repairs and improvements. The Union understands further, however, that the Employer's determination of services to be contracted out is not motivated by an interest to eliminate its need for in-house staffing capacity.

## **ARTICLE 21 – LAYOFF AND RECALL**

21.01        ***Reduction in Force:*** In the event the PDA finds it necessary to reduce the workforce in any classification or department, employees shall be laid off in reverse seniority.

- A. Any employee whose position is eliminated in a classification may use their seniority in the classification to replace the least senior employee in a lower classification

provided they have the ability to perform the work and has more bargaining unit seniority than the employee being replaced.

B. Any employee removed from a classification may use their departmental seniority to replace the least senior employee in the department provided they have the ability to perform the work and has more bargaining unit seniority than the employee being replaced.

C. Any employee laid off shall retain recall rights for a period of one (1) year.

21.02 **Recall:** When work picks up for any position for which someone is on a lay off list, employees shall be recalled in reverse order of layoff.

21.03 **Definitions:** The term "seniority" in this Article and elsewhere herein means length of service since the most recent hiring date within the bargaining unit and within the position classification covered by this Agreement.

The term "anniversary" in this Article and elsewhere herein shall mean the most recent hire date of the employee.

## **ARTICLE 22 - NONDISCRIMINATION**

22.01 Both parties agree not to unlawfully discriminate against any applicant for employment or employees with respect to race, religion, creed, color, sex, marital status, union membership, sexual orientation, gender identity, whistleblower status, national origin, age, sensory or physical disability or for any other reason prohibited by applicable law in the application of the terms and conditions of employment covered by this document.

22.02 The term "employee" as used herein includes both male and female employees. In addition, whenever the masculine gender is used in these Agreements, it is intended to apply to the female gender as well.

## **ARTICLE 23 – MILITARY LEAVE**

The Employer will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) in administering leave for employees in the armed forces.

## **ARTICLE 24 - SUPERIORITY OF CONTRACT**

This Agreement defines conditions of employment and employee benefits and rights. Subjects not addressed herein are recognized as management rights to be exercised at the discretion of the Employer. Except where this Agreement is specifically in conflict with the PDA Personnel Policies, the PDA's Employment Policies, as they may be modified from time to time, shall

apply. Any change in benefits that results in a negative economic impact shall be negotiated with the Union. The PDA will not make any changes in its Personnel Policies affecting members of the bargaining units without prior consultation with the Union.

### **ARTICLE 25 – AMENDMENTS TO THE AGREEMENT**

25.01 The Employer and the Union may mutually agree to amend this Agreement.

25.02 Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and shall be incorporated in the Agreement by this reference.

### **ARTICLE 26 – SHIFT BIDS**

Employees desiring to change a work shift assignment should request such a change in writing. When a position becomes available on another shift, the seniority of the employees who requested a change will be the first determining factor in filling a vacant position. The Union agrees that if such change causes an imbalance of skills or experience on a particular shift, the Employer reserves the right to deny the request based on the business needs, and will give the requesting employee full consideration for the next available vacancy.

### **ARTICLE 27 – SAFE WORK ENVIRONMENT**

The Employer will provide a workplace free from recognized hazards and will consider reasonable requests by employees for assistance with mitigating safety and security hazards. Both the Employer and employees will work collaboratively to promote a work environment based on this commitment.

### **ARTICLE 28 - UNION LEAVE**

Upon thirty (30) calendar days' notice, up to two (2) members across all bargaining units may request up to ten (10) calendar days of unpaid leave for union business. The Employer will grant or deny the request based on operational needs.

### **ARTICLE 29 – BULLETIN BOARDS**

The Employer will provide bulletin board space in the main lunchroom as well as the facility, maintenance and security break rooms, which will be dedicated to Union matters.

### **ARTICLE 30 - WASHINGTON PAID FAMILY AND MEDICAL LEAVE**

The Employer will pay the full premium (Employer and employee share) of Washington Paid Family and Medical Leave as set forth in RCW 50A; provided however, in the event that assessed premiums increase in any given calendar year by six percent (6%) or more, the

Employer may implement an employee share of the premium with notice to the Union and an opportunity bargain impacts. Employees may use available vacation and sick leave accruals to supplement pay received from the Employment Security Department under the Washington Paid Family and Medical Leave law.

**ARTICLE 31 - LONG-TERM SERVICES AND SUPPORT TRUST PROGRAM ("PROGRAM")**

In the event the State of Washington enacts the Long-Term Services and Support Program, upon request of either party, the Employer and the Union agree to meet and confer regarding the impact of required implementation of the program on unit employees.

**ARTICLE 32 - TERM OF AGREEMENT**

This Agreement shall be in full force and effective March 29, 2023 and shall remain in effect through September 30, 2025. The parties agree to commence bargaining within ninety (90) days prior to the expiration of this or any part of these Agreements.

**MOU- RATIFICATION INCENTIVE**

Employees on the active payroll as of the date of ratification shall receive a ratification bonus in the amount of two hundred fifty dollars (\$250.00), payable the first full pay period following the date of signing.

**PIKE PLACE MARKET PRESERVATION  
AND DEVELOPMENT AUTHORITY**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

  
\_\_\_\_\_  
**MARY BACARELLA**  
Executive Director

  
\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

5 | 17 | 23  
\_\_\_\_\_  
Date

4.18.23  
\_\_\_\_\_  
Date



**ATTACHMENT "A"**

**MAINTENANCE AGREEMENT**

This Agreement, by reference hereto, incorporates the attached Master Agreement provisions, except those that specifically amend, delete, and/or modify the Master Agreement.

A.1

**Effective March 29, 2023**

<b><u>Job Title</u></b>	<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
Mechanic I	\$25.93	\$31.42	\$37.62
Mechanic II	\$29.34	\$36.93	\$45.33
Painter	\$26.57	\$33.68	\$41.55
Carpenter	\$26.57	\$33.68	\$41.55

A.2 **Overtime Assignments**: Upon implementation of this Agreement, employees desiring scheduled overtime shall be placed on the overtime list in order of seniority. Overtime assignments shall be made from the top of the list in a rotating fashion. If the employee declines an assignment or is out of contact within the required time, the next eligible person shall be offered the overtime. If no employee volunteers for the overtime, the Employer may assign the work to any employee qualified to do the work.

A pay differential of two and one-half percent (2.5%) will be added for all hours worked by Mechanic I and II employees who acquire a Class IV boiler license and who are selected and who agree to perform boiler maintenance, service and repair tasks that require a Class IV boiler license.

A pay differential of two and one-half percent (2.5%) will be added for all hours worked by employees who are selected and who agree to perform the following specific tasks that require license, certification, or special skills. These are examples of tasks. This list is not all inclusive:

**Task**

- Confidence Testing
- Fire Extinguisher Service-Recharge

In addition to the pay differential, the PDA will pay for training and license fee for each employee who is designated to perform a task listed above. Upon initiation and renewal of training and licensing, the employee will agree to be the designated performer of the applicable task.

An employee will be designated for a task based on cost effectiveness and, staffing needs for regular maintenance duties. Such designation will be at management discretion with decisions based on qualifications, including past experience and/or training in the task, and interest in performing task. The designation for each task is not subject to seniority.

If the Employer selects an employee to perform more than one task, a two-and one-half percent (2.5%) differential will apply to all hours worked for each task for which the employee agrees to perform. The Employer may determine, because of the cost savings, that the differential for a given task will be five percent (5%) rather than two-and one-half (2.5%).

This differential is only for tasks currently contracted out and which require special training or licensing. Other training may be provided periodically that is not related to this provision.

In addition to the above, the Employer will add a differential of five percent (5%) to an employee's regular hour wage rate upon the employee attaining an 07 Electrical License. This provision applies only to current employees who do not possess an 07 Electrical License, and not to new hires who acquired a license while not an employee of the Employer.

The PDA will provide annual training for all members for the following:

- Bloodborne Pathogen
- Bed bug prevention
- First Aid and CPR/AED
- De-escalation
- Active Shooter
- Diversity, Equity & Inclusion
- Narcan Training Cert
- Handling of drug paraphernalia, needles, etc.
- Boiler
- Refrigeration
- Generator
- Fire Panel
- Back Flow
- Fire Extinguisher

**ATTACHMENT "B"**  
**SECURITY AGREEMENT**

This Agreement, by reference hereto, incorporates the attached Master Agreement provisions, except those that specifically amend, delete, and/or modify the Master Agreement.

B.1

**Effective March 29, 2023**

<b><u>Classification</u></b>	<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
Security Officer I	\$22.81	\$26.47	\$30.77
Security Officer II	\$25.29	\$29.86	\$35.15

A pay differential of five percent (5%) will be added for all hours worked by employees while patrolling on a bicycle. The PDA reserves the right to assign bicycle patrol duty to security personnel as the PDA deems necessary.

B.2 Notwithstanding Section 11.05, Security Personnel are required to leave their radios on during their lunch break. Employees will be paid during their lunch break time. If an employee is called back to work due to an emergency, every attempt will be made to give the employee another lunch break during that shift.

B.3 Overtime Assignments: Upon implementation of this Agreement, employees desiring scheduled overtime shall be placed on the overtime list in order of seniority in the bargaining unit. Overtime assignments shall be made from the top of the list in a rotating fashion. If the employee declines an assignment or is out of contact within the required time, the next eligible employee shall be offered the overtime. If no employee volunteers for the overtime, the Employer may assign the work to any employee qualified to do the work.

B.4 Employees desiring to change a work shift assignment should request such a change in writing. When a position becomes available on another shift, the seniority of the employees who requested a change will be the first determining factor in filling a vacant position. The Union agrees that if such a change causes an imbalance of skills or experience on a particular shift, the PDA reserves the right to deny the request based on the business needs, and will give the requesting employee full consideration for the next available vacancy.

The PDA retains the right to use one Officer position per shift without regard to seniority for the purpose of training and development, or to meet demonstrable security service needs for up to a maximum of ninety (90) days. The PDA shall administer this provision in good faith.

Security Officers II will be assigned to shifts according to seniority whenever possible. However, the PDA may assign Security Officers II to any shift with the required time notices. The PDA shall administer this provision in good faith.

B.5 In order to qualify for contracted events work an employee must have worked for the PDA for at least one (1) year. Assignments to contracted events shall be made on a rotating basis among eligible Security employees.

The PDA will provide annual training for all members for the following:

- Bloodborne Pathogen
- Bed bug prevention
- First Aid and CPR/AED
- De-escalation
- Active Shooter
- ICS
- Diversity, Equity & Inclusion
- Narcan Training Cert
- Handling of drug paraphernalia, needles, etc.
- Bike Patrol

The Employer will provide each new employee with a Security Officer Trainer or Trainers. The new employee shall be allocated up to one hundred sixty (160) hours of Trainer time. Trainers will be compensated a premium of ten percent (10%) of base hourly wage rate for up to a cumulative one hundred sixty (160) hours spent training when assigned as Trainers. For example, if one (1) Trainer is assigned for the new employee's training, the Trainer will receive the Training Premium for up to one hundred sixty (160) hours of time spent training. If two (2) Trainers are assigned to train the new employee, the maximum (cumulative) number of compensable training hours is one hundred sixty (160), apportioned to each Trainer's training hours.

**ATTACHMENT "C"  
FACILITIES AGREEMENT**

This Agreement, by reference hereto, incorporates the attached Master Agreement provisions, except those that specifically amend, delete, and/or modify the Master Agreement.

C.1

**Effective March 29, 2023**

<b>Classification</b>	<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
Custodian I	\$20.52	\$24.39	\$28.83
Custodian II	\$22.30	\$27.65	\$33.60
Day shift Custodian III	\$24.44	\$30.65	\$36.03
Night Shift Custodian III	\$26.16	\$34.06	\$42.69

C.2 Overtime Assignments: Overtime assignments shall first be offered in order of seniority to the employees within the department or classification provided that the employee is qualified to do the work. If no employee volunteers for the work, the least senior employee qualified to do the work shall be assigned.

The PDA will provide annual training for all members for the following:

- Bloodborne Pathogen
- Bed bug prevention
- First Aid and CPR/AED
- De-escalation
- Active Shooter
- Diversity, Equity & Inclusion
- Narcan Training Cert
- Handling of drug paraphernalia, needles, etc.

**ATTACHMENT "D"**

**RESIDENTIAL AGREEMENT**

This Agreement, by reference hereto, incorporates the attached Master Agreement provisions, except those that specifically amend, delete, and/or modify the Master Agreement.

D.1

**Effective March 29, 2023**

<b><u>Classification</u></b>	<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
Asst. Residential Manager	\$20.52	\$21.67	\$23.40
Residential Manager	\$25.03	\$29.81	\$35.31
Residential Compliance Specialist	\$29.97	\$32.69	\$36.24

D.2 Should the Employer implement a Basic Occupancy Certification classification and/or a Specialist classification, the base rate of pay shall be two and one-half percent (2.5%) above the Resident Manager wage rate.

D.3 Standby Duty. Resident Managers and Assistant Managers will normally be scheduled on standby for one (1) week per month with the schedule worked out among the group whenever possible. Employees will be paid per Section 11.04.

D.4 Housing Allowance. Managers and Assistant Managers shall all receive an annual Residential Housing Allowance of one thousand one hundred dollars (\$1,100.00) per month. This payment shall be made net of taxes as a separate check each month. If the net amount of the allowance is less than the amount due for rent, basic cable and utilities at a PDA property, the PDA will pay the remaining balance due.

The PDA will provide annual training for all members for the following:

- Bloodborne Pathogen
- Bed bug prevention
- First Aid and CPR/AED
- De-escalation
- Active Shooter
- Diversity, Equity & Inclusion
- Narcan Training Cert

Handling of drug paraphernalia, needles, etc.

**ATTACHMENT "E"**

**PARKING AGREEMENT**

This Agreement, by reference hereto, incorporates the attached Master Agreement provisions, except those that specifically amend, delete, and/or modify the Master Agreement.

E.1

**Effective March 29, 2023**

<b>Classification</b>	<b><u>Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
Parking Attendant I	\$20.52	\$23.63	\$27.30
Parking Attendant II	\$22.95	\$26.61	\$30.90

E.2 Overtime Assignments: Overtime assignments shall first be offered in order of seniority to the employees within the department or classification provided that the employee is qualified to do the work. If no employee volunteers for the work, the least senior employee qualified to do the work shall be assigned.

The PDA will provide annual training for all members for the following:

- Bloodborne Pathogen
- 
- First Aid and CPR/AED
- De-escalation
- Diversity, Equity & Inclusion
- Handling of drug paraphernalia, needles, etc.

Active Shooter

## Attachment "F"

### PDA 2012 Policies on Workplace Expectations and Disciplinary Procedures

#### *Workplace Expectations*

##### *Minimum Behavioral Standards*

Employees in all positions are subject to minimum behavioral standards. All employees are expected to:

- Come to work regularly as scheduled and on time;
- Demonstrate respect and ability to get along with co-workers, supervisors, the Market community, and the public;
- Follow directions and accept feedback;
- Follow safety rules;
- Refrain from violence and/or threats of violence;
- Be honest and diligent in performing their duties; and
- Comply with PDA policies and procedures.

Employees who violate any of these minimum behavioral standards may be subject to disciplinary action up to and including termination.

***Come to work regularly as scheduled and on time.*** Regular, punctual attendance is an essential function of every job at the PDA. It is the responsibility of all employees to report fit for work to their work areas on time as scheduled. Employees who are unavoidably detained or need to take unplanned sick leave are required to call before the start of their shift or as soon as possible and talk in person to their supervisor or the person in charge of their unit. Some departments have call-in time standards to give them time to arrange for a replacement. Tardiness, not calling in, or use of sick leave for purposes other than those given in these policies may result in disciplinary action up to and including termination.

Failure to report to work or to call the supervisor for three consecutive scheduled work days is job abandonment and is considered a voluntary termination. Exceptions to this include a serious accidental injury, hospitalization, or when the absence has been previously discussed and is known by the supervisor.

***Demonstrate respect and ability to get along with co-workers, supervisors, the Market community, and the public.*** It is the responsibility of all employees to treat PDA employees, members of the Market community, and members of the public with respect and politeness at all times.



***Follow directions and accept feedback.*** It is the responsibility of all employees to follow the directions of their supervisors and to accept guidance and feedback. Supervisors establish goals, set performance standards and evaluate the performance of each employee.

***Follow safety rules.*** The PDA sets as high priority the personal safety of employees, members of the Market community, and the general public. All employees are required to attend safety training, comply with safety rules, and use personal protective equipment when indicated. Violation of safety rules may result in disciplinary action up to and including termination.

***Refrain from violence and/or threats of violence.*** The PDA refuses to tolerate verbal or physical violence in the workplace and will make every effort to prevent violent incidents from occurring. Prompt and accurate reporting of all violent incidents is required whether or not physical injury has occurred. Weapons except as issued to Security and law enforcement personnel are prohibited in the workplace.

Violence, threats of violence, or possession of weapons in the workplace may result in disciplinary action up to and including termination. We will not discriminate, against victims of workplace violence.

***Be honest and diligent in performing their duties.*** All staff members are expected to perform job duties with integrity, honesty, and professionalism. PDA employees are expected to reflect in all their dealings the highest standards of ethical behavior and honesty and to avoid any possible appearance of conflict of interest.

No staff may use PDA resources, time or property for personal or private purposes or profit. Other employment in the Market district may give the appearance of conflict of interest. Always, clear other employment with your supervisor.

Employees may not seek or receive gifts or personal remuneration from Market residents, merchants, or shoppers for performing their job functions. When offered tokens of appreciation, employees should politely decline.

Violation of this policy or the City of Seattle Code of Ethics may result in disciplinary action up to and including termination. Ethics charges may be filed by an outside party, in which case, the charges will be heard and resolved by the PDA Council. All employees are subject to the City of Seattle Code of Ethics – Seattle Municipal Code #4.16.070(3)(2). The full text of the ordinance is available from Human Resources upon request.

***Comply with PDA policies and procedures.***

***Dress Code***

Employees must present a clean, neat appearance in casual attire suitable for interaction in the office and with the public. Some departments have uniform requirements. In these cases, employees are required to wear uniforms according to departmental guidelines.

### ***Smoke-Free Work Place***

Nonsmoking is the policy in all PDA in all areas of the Market in accordance to state law. No smoking is allowed in vehicles leased or owned by the PDA. Employees who violate this policy on smoking will be subject to disciplinary action. RCW 70.160

### ***Substance Abuse Policy***

Pike Place Market PDA has a strong commitment to its employees to provide a safe, drug-free working environment and to promote high standards of employee health. In addition, PDA employees play an important and public role in maintaining the Market as a historical institution and a vital part of the greater Seattle community. Therefore when PDA employees are at work, in uniform or otherwise representing the PDA, they must be held to high standards of conduct. Employees are required to report to work on time and in appropriate mental and physical condition for work. Employees may not work or report to work under the influence of drugs or alcohol.

The unlawful manufacture, distribution, possession, or use of controlled substances on PDA premises, while on duty, while wearing a PDA uniform, or while conducting PDA business off premises is prohibited. "Premises" include all property owned, leased, used, under the control of Pike Place Market PDA.

Employee consumption of alcohol while on the job, while in PDA uniforms or while representing the PDA, or in Market establishments between normal work hours and public meetings at which an employee is representing the PDA is prohibited. Employees may not drink from or transport open containers of alcoholic beverages on PDA premises. Being under the influence of an alcoholic beverage while at work, in a work status (including breaks and lunch time), or while in a PDA uniform is strictly prohibited. The only exceptions to this prohibition are moderate consumption of alcohol at authorized PDA-sponsored functions, or business entertainment specifically authorized by the PDA's Executive Director.

The PDA recognizes substance abuse as a major health problem and as a potential health and safety problem. Employees needing help in confronting such problems are encouraged to seek professional assistance, which is supported by the PDA's health insurance and Employee Assistance Programs. Employees who are attending PDA meeting should refrain from drinking until after they officially leave the meeting.

Every PDA employee is responsible for maintaining a safe and professional work environment. If you suspect that an employee may be under the influence of drugs or alcohol while on the job you must immediately report it to the Human Resources Manager or your supervisor.

Employees who violate this policy may be subject to disciplinary action up to and including discharge.

### ***Harassment and Discrimination***

All PDA employees are expected to respect the diversity of the PDA workforce and Market community, where individuals from different cultural, social, racial, economic, and religious backgrounds are valued and work in harmony. Employees are expected to treat everyone with respect. Discrimination or harassment in any form is inappropriate and will not be tolerated. Such activity is serious violation of PDA policy and may result in disciplinary action including immediate termination.

Pike Place Market PDA is committed to providing a work environment free of discrimination and all forms of harassment. Harassment based on one's gender, race, religion, color, national origin or ancestry, physical or mental disability, medical condition, honorably discharged veteran or military status, marital status, age, sexual orientation including gender identity or any other basis will not be tolerated at the PDA.

Prohibited harassment includes, but is not limited to the following behavior:

- Offensive verbal or written conduct, such as derogatory jokes, comments, or slurs; or
- Threatening or hostile behavior or practical jokes; or
- Unwelcome sexual behavior, whether verbal, written, visual, or touching.
- Verbal harassment over the radio, telephone or other electronic device

If you believe that you or another employee has been subjected to harassment or discrimination or that the conduct of any person at the workplace violates any aspect of this policy, you must promptly report such conduct to your supervisor or the Human Resource Manager. This is your obligation as an employee. Your report will be taken seriously and investigated promptly. The PDA will protect the confidentiality of those involved to the extent consistent with the need to investigate and resolve the problems. The PDA will not retaliate against any employee for good faith voicing of concerns or cooperating in an investigation under this policy. It is a violation of this policy for any employee to retaliate against any person who reports a violation of this policy or who participates in an investigation. Violations of this policy will result in discipline up to and including termination of employment.

### ***Computer, Internet, Email and Office Communications***

PDA communications and computer data are subject to public disclosure. All electronic communications sent or received on PDA telephone, fax, and computer systems are the property of the PDA and may be inspected at any time. There should be no expectation of privacy. PDA communication systems are for business use. Any personal use is to be

incidental, brief and at no cost to the PDA, for example, telephoning family to let them know you will be working late.

The PDA's computer systems, including equipment, network systems, internet and electronic mail capabilities, support and software, are company property and considered a company asset. Accordingly, the computer systems are to be used for PDA business- related purposes, which take priority at all times over any other uses.

However, the PDA may allow employees the privilege of using its computer systems for limited non-business reasons with proper authorization. Failure to follow PDA guidelines may result in discipline or loss of computer systems privileges.

A misuse of e-mail, e-mail forgery, and/or tampering with the e-mail system and/or other on-line systems is a violation of PDA policy. Examples may include misrepresenting one's identity and/or impersonating another: fabricating messages; modifying messages and forwarding them without noting changes or alterations to original messages (e.g., deletions, removal of recipients, or revised content): bypassing user/security mechanisms of the mail system or other systems such as creating bogus accounts; modifying the internal mail transport mechanism or forging a routing path for internet transmission; forwarding company sensitive information to external sources or to others without authorized access or a need to know; participating in e-mail chain letters; or burdening corporate network bandwidth with non-business or personal data, like forwarding large graphics to a distribution list. In addition, many internet resources contain information that may be offensive and inconsistent with our policies, like those prohibiting discrimination, harassment, or violence in the workplace. Accordingly, the PDA prohibits the accessing, downloading, storage, and/or distribution of such material via the PDA's computers systems or telephone networks. Unauthorized copying or transmission of copyrighted entertainment files or games is copyright theft and is a violation of the policy. Please use common sense and good business judgment.

To prevent computer viruses from being introduced and/or transmitted throughout the PDA's computer systems, all employees are prohibited from downloading or installing unauthorized software or programs. All software downloads will be done through the I.S. department or with their consent. Violations of this kind are considered serious, and may result in disciplinary action, up to and including termination of employment, and/or lead to other legal action.

We believe that our employees are trustworthy and reliable. Nevertheless, for reasons of security, discipline, health, or other purposes, it may be necessary to search and inspect PDA property or other property on-site, as well as monitor communications or access data, communications or other equipment.

Disciplinary action may be taken for any non-business use; for accessing business inappropriate or sexually explicit websites; or for sending emails containing language or pictures which are harassing, threatening, sexual, or otherwise inappropriate in nature.

### ***Cell Phone Usage***

The use of personal cell phones in the workplace should be limited to scheduled breaks, lunch periods or when it is not interfering with PDA business. They should not be in use while working on a job site or during company meetings. Hands free devices should also be limited and not used while actively working.

### ***Confidentiality and Privacy***

Employees who have access to private employee information, private resident information, or merchants' financial or proprietary information are to treat such information confidential. Such information is to be used and shared only as required for performing the employees' PDA duties. All PDA documents, meetings, and conversations regarding personnel actions, including hiring, upgrading, demotion, compensation, counseling, discipline, termination, and other employment actions, are confidential and may be discussed only with staff who need to know and only as needed to conduct PDA business.

The privacy of personal employee information, such as home address, home telephone number, date of birth, Social Security number, and medical information, must be kept confidential by those who have access.

The PDA maintains personnel files located in the Human Resources office for each employee. The file contains documentation of employment, including hiring, termination, compensation, training, letters of commendation, discipline, and performance. All disciplinary or derogatory information will be presented to the employee, and the employee will have the opportunity to include an explanation before such material is included in the personnel file. Employees may examine their personnel files in the Human Resources office.

In order to provide credit and employment assistance to employees, Human Resources will verify employment to outside parties. Appropriate information to release and subject to public disclosure is name, hire date, termination date, current or last position title, and rate of pay. Except as required by law, additional information will be given out only with written permission of the employee.

### ***Corrective & Disciplinary Action/Termination***

It is the policy of the PDA to provide fair and consistent disciplinary procedures to ensure that each individual employee is treated fairly. The purpose of disciplinary action is to correct and avoid reoccurrence of unsatisfactory job performance or violation of PDA policies and to provide documentation of supervisory actions.

It is the employee's responsibility to be in compliance with workplace expectations. See Section 8.

The responsibility for administering corrective action through progressive discipline rests primarily with the immediate supervisor. When they have any questions concerning corrective action, supervisors should consult with the department director or the Human Resources Manager. For any investigative or disciplinary interview, an employee may request that the Human Resources Manager or other staff member be present.

The PDA's Corrective Action procedure contains five steps. **Depending on the seriousness of the problem and the employee's record, the supervisor may begin Corrective Action at any one of the five steps.** Separate grievance procedures are available for union staff members. Please consult your union contract.

### ***First Warning (written or verbal counseling)***

When an employee is not meeting job performance standards or there is a specific problem, a supervisor shall investigate and document the situation.

1. In a personal conference with the employee, the supervisor describes the nature of the problem and the required changes.
2. The employee is informed that insufficient improvement or repeated noncompliance will lead to further corrective action.
3. Depending on the situation, the first warning may be either written or verbal. A written first warning notice is placed in the employee's file, and if at the end of six months the problem has been corrected, the notice may be removed from the file upon request by the employee with the supervisor's approval.
4. An employee may place a written rebuttal in their personnel file.

### ***Written Warning***

1. The supervisor investigates and documents the situation.
2. The supervisor informs the department director and HR Manager of the situation.
3. A written warning is prepared stating the performance problem, misconduct, or infraction of rules; a plan of correction for addressing the problem or problems; and a designated date for reviewing the situation.
4. In a personal conference, the written warning is discussed with the employee. The employee is informed that insufficient improvement or continued non-compliance shall result in further disciplinary action which may include dismissal.
5. The employee signs the written warning acknowledging receipt of the warning and may include a written rebuttal. The written warning becomes a part of the employee's personnel record.

### ***Probation***

1. The supervisor shall investigate and document the situation.
2. The supervisor shall inform the department director and HR Manager.

3. A written probation notice is prepared stating the nature of the problem, performance requirements and date for review.
4. The probationary notice is discussed with the employee. The employee is informed that continued noncompliance or inability to meet job performance standards shall result in dismissal. The employee signs the probationary notice acknowledging receipt of the warning. The probation notice becomes a part of the employee's personnel record.

### ***Suspension***

**Suspension with Pay:** The department director or Executive Director may approve suspension with pay to investigate alleged violations of policy or for other reasons not related to wrong doing. In case of serious misconduct and the department director and Executive Director are unavailable, the supervisor may suspend an employee pending investigation. Any investigation will take place as quickly as possible, and the results discussed in person with the employee.

Suspension with pay is not disciplinary action, but may result in disciplinary action, including termination. Only that disciplinary action taken as a result of investigation will become a part of the employee's personnel file.

**Suspension without Pay:** In situations where there has been gross misconduct by an employee, the PDA may suspend an employee for up to five working days.

1. The supervisor shall investigate and document the situation.
2. The supervisor shall inform the department director and HR Manager.
3. A written suspension notice is prepared stating the nature of the misconduct, performance requirements and dates of suspension.
4. The suspension notice is discussed with the employee. The employee is informed that continued noncompliance or inability to meet job performance standards shall result in dismissal. The employee signs the suspension notice acknowledging receipt of the warning. The suspension notice becomes a part of the employee's personnel record.

### ***Dismissal***

If the problem or problems do not show marked improvement, or the same or similar problems continue to occur, the employee may be terminated. In cases involving serious misconduct the employee is subject to dismissal without prior disciplinary action.

1. The supervisor shall investigate and document the situation.
2. The supervisor shall inform the department director and HR Manager.
3. A written termination letter is prepared stating the reasons for termination.
4. The termination is discussed in person with the employee unless such meeting is not possible.

The PDA will not retaliate against any employee because they have opposed a practice or made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or employee related issue.



## **WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>**

**The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:**

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

**If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.**

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<sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

## **TEAMSTERS 117 MEMBER FORMS**



**[www.teamsters117.org/member\\_forms](http://www.teamsters117.org/member_forms)**

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.