

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

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Teamsters Union**



**And**

**SEATTLE CONVENTION CENTER**

**Term of Agreement**

**January 1, 2022 - December 31, 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.**

**AGREEMENT**

**by and between the**

**WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT**

**and the**

**WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT  
LABOR COUNCIL**

**January 1, 2022 through December 31, 2025**

THIS AGREEMENT is by and between the Washington State Convention Center Public Facilities District ("WSCC"), and the Washington State Convention Center Public Facilities District Labor Council ("WSCC-LC"), comprised of the following unions, each on its own behalf and in behalf of its members in the classes as set forth within Article 4 and Appendices A, B, C, D & E, of this Agreement.

Pacific Northwest Regional Council of Carpenters of Seattle, King County and vicinity

International Brotherhood of Electrical Workers, Local No. 46

International Alliance of Theatrical and Stage Employees, Local No. 15

International Brotherhood of Teamsters, Local No. 117

Painters District, Council No. 5

Sign and Display Workers, Local No. 1094

UNITEHERE, Local No. 8

International Union of Operating Engineers, Local No. 302

Service Employees International Union, Local No. 6

**WSCC & WSCC-LC LABOR AGREEMENT  
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## ARTICLE 1 - PURPOSE

1.01. The purpose of this Agreement is to provide a skilled workforce for the Washington State Convention Center (WSCC) that is dedicated to offering world-class service to guests of the convention center. World-class service is based on the commitment of management and all employees to the highest standards of hospitality, courtesy, and excellence while maintaining labor cooperation and harmony throughout the term of this Agreement. Achievement of this purpose is based in part on the WSCC having available to it a pool of trained, service-oriented employees who can be called to work to fulfill the varying needs of the WSCC. Task flexibility for this pool of employees is important to ensure high quality and efficient service in a facility that is easy for guests to use and enjoy.

## ARTICLE 2 - SCOPE

2.01 This Agreement shall cover the employment of the WSCC employees, the employees of exclusive contractors to the WSCC, and employees of contractors hired by the WSCC, as set out in Appendices A, B, C, & D.

## ARTICLE 3 - NON-DISCRIMINATION

### 3.01 Equal Opportunity

Neither the WSCC, the WSCC-LC, nor any employee shall in any manner unlawfully discriminate against any employee or applicant for employment on the basis of race, age, color, national origin, marital status, sex, sexual preference, orientation, gender identity, genetic information, pregnancy, military status, veteran status, disability or any other status protected by applicable Federal, State or local laws. Claims made pursuant to this Section shall not be processed beyond Step 3 of the grievance procedure (Article 15). Nothing in this Section shall be deemed a waiver of a claimant's rights under RCW 49.60.

### 3.02 Union Activities

There shall be no discrimination by the WSCC against any employee because of union activities. Grievances alleging a violation of this Section may be processed through Step 4 of the grievance procedure (Article 15).

### 3.03 Non-Gender Specific Language

Where the masculine or female gender has been used in any job description or in any provision in this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position, or the benefits of any other provisions.

### 3.04 Rehire Preference within 12 Months

If the employment of a non-probationary employee is terminated solely because of the employee's loss of United States employment eligibility, such termination shall not in any way bar reinstatement of such employee's employment status provided that, within twelve (12) months of such termination, the employee satisfactorily completes the Employer's pre-employment background screening process, within the following guidelines:

- a. in a job classification with fewer than ten (10) employees, the first available position shall be offered to the Employee;

- b. in a job classification with ten (10) or more employees, the Employer agrees to offer to rehire the employee into their former classification.
- c. Employees returned to work as described in either (a) or (b) above shall be restored to the seniority they held as of the date of termination; under no circumstances will seniority and benefits accrue or be deemed to have accrued during the period of termination.

### 3.05 Name Changes and Social Security Letters

The Employer will not terminate or affect the employment status of any employee solely on the basis of either a name change or a Social Security Administration "SSN No Match" letter. This provision in no way restricts or limits the Employer's right to comply with the Immigration Reform and Control Act ("IRCA") or any subsequent legislation or regulations, or to engage in document verification procedures, including verification of Social Security numbers.

### 3.06 Negotiation Over New Legislation, Executive Orders, or Regulations

In the event new legislation, executive orders, or regulations materially impacts the immigration status of WSCC employees, each party agrees to meet with each other to bargain the direct impacts of such change.

### 3.07 Compliance with DHS Requirements

1. In the event a Department of Homeland Security (DHS) agent approaches a manager, supervisor or security personnel of the Employer, seeking admittance to employee-only areas for the purpose of questioning or detaining an employee, the Employer shall make a good faith effort to confirm that the DHS agent has a warrant signed by a federal judge or magistrate, or other acceptable legal authorization, before allowing such access. Both parties agree that no financial remedies or costs shall be sought in any grievance connected to an alleged violation of this Section 3.07. The Employer shall train any managers, supervisors or security personnel who handle admittance into private areas of WSCC on this Section.
2. In the event that the WSCC is served with a search or arrest warrant, the WSCC will make a good faith effort to have questioning of an employee occur in as private a setting as reasonably possible in the work area.
3. The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of seventy two (72) hours written notice, or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Article. The Employer shall not provide documents other than the I-9 forms to the DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoenas signed by a federal judge or magistrate, or where otherwise required by law.

### 3.08 Notice to the Union

The Employer shall notify the shop steward and Union as soon as practicable, unless objected to by the affected employee, if the Employer is contacted by the Department of Homeland Security (DHS) (formerly the INS) regarding the name and immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect the rights of its members. The Union

agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee in regards to the DHS matter.

## **ARTICLE 4 - RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION**

### **4.01 Recognition**

The WSCC recognizes each of the signatory Unions through the Council as the exclusive bargaining representatives for the employees already working in the classifications listed in Appendices A, B, C, & D.

### **4.02 Union Membership**

Employees hired into the bargaining unit may voluntarily join the Union, including the payment of Union dues/fees in accordance with Section 4.2 below. The Employer agrees to remain neutral regarding Union membership. Should employees have particular questions about Union membership, the Employer will refer those employees to this Agreement and to a Union representative.

### **4.03 Dues or Fees/Payroll Deduction**

The Employer shall deduct union dues or fees for all employees who individually and voluntarily authorize and affirmatively consent in writing for such payroll deduction of dues or fees from each month's paycheck. Written authorization for dues/fees deductions shall be provided to the Employee by the Union. The Union shall designate the amount to be deducted. Such amount shall be remitted promptly to the Union. Employees requesting to stop dues/fees deductions shall provide written notification to both the Employer and the Union, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

#### **4.03.1 Hold Harmless**

The Union shall indemnify, defend, and hold the Employer harmless from any and all liability arising as a result of administration of the membership and payroll deduction provisions in this Article, including the reimbursement for any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or other form of liability asserted against the Employer in connection with this Article.

### **4.04 Hiring**

#### **4.04.1 Full-Time & Part-Time Categories**

At least seven (7) days prior to filling, the WSCC will notify the appropriate Union, in writing, of job openings for full-time and part-time positions in the classifications which they represent. The WSCC may temporarily fill a position during the hiring process. All applications will be processed according to the WSCC's normal employment process. Applicants shall be hired based on their experience and abilities. Initial employment shall not be conditioned on Union membership.

4.04.2 On-Call Categories

The WSCC-LC shall provide the WSCC with a pool of trained, service oriented on-call employees. If a signatory Union determines not to supply the necessary employee(s) within forty-eight (48) hours of the WSCC's request, the WSCC may hire from any source.

Any Union which determines not to provide a pool of trained, service oriented on-call employees shall notify the WSCC of that fact at the time of the ratification of this Agreement. That election shall be made in writing. Thereafter, the WSCC and its contractors may hire on-call employees as required from other sources.

One year following the commencement of this Agreement, and annually thereafter, a Union may determine (with ninety (90) days advance written notice) to provide a pool of trained, service oriented on-call employees and a dispatch system. The WSCC shall use such pool as its sole and exclusive hiring source. This obligation is subject to the requirement that the dispatch system and pool does not fail to provide staff reasonably requested by the WSCC for more than three (3) events in a thirty (30) day period.

4.05 New Employee Orientation

The Union will be allowed thirty minutes of presentation time to speak with new employees on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The designated Business Representative will be notified no less than seven (7) calendar days prior to the presentation date.

**ARTICLE 5 - CLASSIFICATIONS AND RATES OF PAY**

5.01 Classifications

The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices A, B, C, & D which are attached hereto and made a part of this Agreement.

5.02 Pay Periods

All employees will be paid at least twice per month, including the employees of contractors and subcontractors.

5.03 Categories of Employment Defined

The categories of employment are defined below. Within specific classifications, there may be different categories of employment. An employee's classification shall not change if there is a change in an employee's category, within the classification.

- |                      |   |
|----------------------|---|
| Regular, Full-Time   | Any employee who is regularly scheduled forty (40) hours per week.  |
| Temporary, Full-Time | Any employee who is scheduled forty (40) hours per week on a temporary basis.   |
| Regular, Part-Time   | Any employee who is regularly scheduled to work at least 20 hours per week but less than thirty-five (35) hours per week. |

Regular, On-Call                      Any employee who is intermittently scheduled on the basis of WSCC events and/or facility needs.

5.04        Training Assignment Pay

If an employee is specifically assigned, by the department manager, to train another employee(s), the employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour, for all actual hours spent training. This Section shall not apply to foreperson, lead employees or crew chiefs.

5.05        Probationary Pay Rate

During the initial probationary period of employment, as specified in Article 12, employee's regular hourly wage rate, with the exception of employees working in the classifications listed in Appendix A, shall be the higher of the applicable minimum wage or eighty five percent (85%) of the regular hourly wage for the category and classification in which they are working.

## ARTICLE 6 - HOURS OF WORK

6.01        Standard Work Day and Week

The standard work week for full-time employees, shall consist of forty (40) hours per week, Monday through Sunday inclusive, during which period employees shall be granted two (2) consecutive days off, unless the WSCC and the affected employee mutually agree otherwise. Employees and the WSCC may mutually agree to ten (10) hour days up to four (4) days per week depending upon crew and scheduling requirements. The appropriate Union shall be notified in advance of any such arrangement. There is no guarantee of hours per day or per week for on-call categories.

6.01.1      Minimum Shifts - Part-Time & On-Call Categories

The minimum shift for part-time and on-call employees shall be four (4) consecutive hours. The minimum training shift shall be four (4) hours for mandatory training. Training that is non-mandatory or occurs during pre or post scheduled shift will be paid at actual time worked.

6.01.2      Shift Differential

Full-time and part-time employees who work five (5) or more consecutive shifts, beginning between 10:00 pm and 2:00 am shall receive a shift differential of sixty-five cents (\$0.65) per hour.

6.02        Event Schedules

Schedules of work shall be determined by contracted events and facility needs. The WSCC will make event schedules available to employees through conspicuous posting of all contracted events at least two (2) months in advance. Postings will be by the first Monday of each month.

6.03        Employee Schedules

6.03.1      On-Call Schedule Posting

All work schedules shall include the employee's beginning and anticipated ending time and shall be conspicuously posted at least seven (7) days prior to the work day.

6.03.2 Full-Time & Part-Time Categories - Monthly Scheduling.

Full-time and part-time employees' monthly schedules will be posted at least fourteen (14) days prior to the first of the next month. (Example: On Wednesday, July 18, 2012, post the monthly schedule for the entire month of August, 2012). Employees shall be allowed to select their schedule based upon their classification seniority. The WSCC reserves the right to modify, update or change the posted schedules in order to ensure that operational requirements are fulfilled. Modifications to the schedule will be dated and posted. Copies will be made available to employees upon their request to their supervisor. Instances in which an employee's unexpected absence causes a change to another employee's schedule will not be considered schedule modifications nor posted.

6.03.3 On-Call Categories - Weekly Scheduling

On-call employees' weekly schedules for work shall be based upon their classification seniority and their declaration of availability and then on their availability for on-call cross-utilization. All on-call employees must declare their availability as specified within this Article.

On-Call Cross Utilization: On-call employees who have requested and been approved to work in two (2) on-call positions within the same union. Employees who volunteer for on-call cross utilization do so with the understanding that they may be assigned cross utilization during initial scheduling. The employees that are cross-utilized will receive the wage per Article 14.03.

Confirmation Days - Employees, after indicating their availability, shall confirm their schedule on the Monday or Tuesday two (2) weeks preceding the week of the schedule\*. Unconfirmed shifts are considered refusals to work.

Remaining Open Shifts - Remaining unscheduled on-call employees, who have indicated their interest for the shift pursuant to Section 6.03.5, will be notified in seniority order of the open shift.

Unconfirmed Shifts - Remaining unscheduled on-call employees who have indicated their availability for the shift pursuant to Section 6.03.5, will be notified of any unconfirmed shift. In the event no employee who indicated availability confirms the shift, all remaining, unscheduled on-call employees who have indicated their interest for the shift will be notified. Notification will be in seniority order.\*\*

\*\* In the event the automated scheduling system allows for a broadcast notification of the available shifts in 6.03.3 and 6.03.4, the parties agree to meet to discuss parameters, with the understanding that section 6.04.1 may not be functional and thus would need to be deleted.

No Shifts Offered - Any employee who has indicated availability and has not been offered a shift by 5:00 pm on the Wednesday\* following the day the schedule was posted, shall be excused from their commitment for the work week being scheduled.

The WSCC has the right to modify, update or change work schedules of on-call employees in order to ensure that operational requirements are fulfilled.

\*If a Monday or a Tuesday is a holiday specified in Article 8, then the confirmation period shall be extended by one (1) day.

6.03.4 Scheduling On-Call Categories After Confirmation Days

The WSCC shall schedule on-call employees for any added or replacement shift as follows:

1. Up until seventy-two (72) hours (excluding Saturday and Sunday) before the start of any shift for the week being scheduled, the WSCC will notify in seniority order, employees in the required classification. Those employees who have indicated that they are not available will not be notified. If no direct contact with the employee is made, the WSCC will leave a message, if possible, that the employee must contact the designated WSCC dispatch/scheduling representative within two (2) hours to confirm that shift. It is the employee's responsibility to notify the WSCC as to how messages are to be left. The WSCC has no obligation to leave messages in any alternative way. If the employee does not call to confirm that shift, the WSCC has no further scheduling obligation to that employee for the shift(s) being scheduled.
2. Within seventy two (72) hours of the start of the shift, (excluding Saturday and Sunday) the WSCC shall notify employees by seniority in the required classification and shall schedule employees as they are contacted. Only those who have indicated that they are available and those who have indicated interest for the shift will be notified.

#### 6.03.5 Declaration of Availability - On-Call Employees

Employees may change their availability monthly in the on-line dispatch system no later than 8:00 a.m. on the Monday three (3) weeks prior to the first day of the month. Thereafter, employees may not change their declared availability for the month being scheduled.

Employees must declare availability of at least six (6) shifts in a month with each such shift consisting of at least six (6) consecutive hours between the hours of 6:00 am to midnight. On-Call Set-Up Attendants must declare availability of at least eight (8) standard set-up shifts in a month (7:00 a.m. to 3:30 p.m., 2:30 to 11:00 p.m., 5:00 p.m. to 1:30 a.m.)

Employees who do not meet the established minimums in a month will have the month counted as one (1) refusal. A month in which the employee will be off for more than three (3) consecutive weeks on a management-approved leave, will not count as a refusal. Employees will be granted two (2) months in a calendar year in which they will not be required to declare availability with the established minimums and will not have the month counted as a refusal. No waivers will be permitted while on probation.

#### 6.04 No Bumping After Shift Confirmation

Once an employee has confirmed a work schedule and/or shift, seniority may not be used to bump into any other work schedule and/or shift.

6.04.1 After the schedule has been posted, if an additional shift is added that is longer than the shift assigned to another employee (or employees) in that classification with the same shift start time, the WSCC will make a good faith effort to offer the longer shift to the most senior such employee. If the WSCC is unable to reach the most senior employee, if the employee is not available, or the employee does not want the extended shift, it may be assigned to an employee that has not yet been assigned to a shift on that day.

#### 6.05 48 Hour Notice Premium

If within forty-eight (48) hours of a work shift, an employee is required to start earlier, or later, than the previously confirmed starting time, the employee will receive a premium equal to one and one-half (1½) times their his regular hourly rate for all time worked that is different from the original confirmed start time. Employees will receive four (4) hours pay at their regular hourly rate of pay if their shift is cancelled within forty-eight (48) hours of the start of their shift. If an employee is scheduled for more than a minimum four (4) hour shift, the employee will be paid the regular rate of pay for the hours lost if

their shift is reduced after the shift begins. If an employee volunteers and is approved to leave early, there will be no pay for the lost time. The following chart clarifies this Section.

<u>Type of Change from Original Schedule</u>	<u>Premium Payment</u>
New Shift Added	Regular rate of pay
Shift Lengthened (asked to come in early, prior to start)	Added time at 1.5 x reg. rate
Shift Lengthened (asked to stay later, after the start)	Added time at reg. rate
Shift Shortened (asked to come in later, prior to start)	Lost time at reg. rate
Shift Shortened (asked to leave early, after the start)	Lost time at reg.rate
Shift Entirely Cancelled	Minimum shift pay
Shift Shortened (Employee volunteers to leave early)	No pay for lost time

#### 6.05.1 Reduction or Cancellation of Confirmed Shifts - On-Call Categories Only

The WSCC agrees that it will only reduce or cancel shifts based on the criteria of operational needs and shall notify the least senior employee working the identical shift in the same classification of a cancellation or a reduction in their shift in a timely fashion.

#### 6.06 Minimum Time Off Between Work Shifts

Employees shall receive at least eight (8) hours off between work shifts. Time off shall be defined as the difference between the time the employee clocks out at the end of a shift and the time he clocks in to begin the succeeding shift. In the event that an employee does not receive the minimum time off, the employee shall receive compensation at the overtime rate of pay for all time worked within the minimum time off period.

#### 6.07 Refusal of Work and "No Shows"

##### 6.07.1 Absences

Failing to report for a confirmed shift constitutes an absence. Employees must notify their supervisor or designee at least two (2) hours prior to the start of the assigned shift to report an absence to be considered an excused absence. An absence will be considered a "no show" unless advance notice was provided. Any absence (regardless of advance notice) will be considered a no-show if an employee calls out to work elsewhere, or the actual reason for the call out is different from what is stated at the time of the call-out. An absence which is not excused shall be classified as a "no-show". Two (2) "no shows" in a rolling twelve (12) month period shall be cause for termination.

##### 6.07.2 Refusal of Work

This Section applies only to those on-call employees, pursuant to Sections 6.03.3 and 6.03.5. Three (3) refusals in a rolling twelve (12) month period shall be just cause for termination of employment. Should the employee receive a refusal for not confirming for a scheduled week, that will count as one (1) refusal for purposes of the twelve (12) month calculation.

##### 6.07.3 Job Abandonment

Employees who do not work within a consecutive one hundred eighty (180) day time period shall be terminated for job abandonment. This provision shall not apply to employees who have submitted



availability during the one hundred eighty (180) day period, but have not worked because they were not contacted by WSCC.

## ARTICLE 7 - OVERTIME

### 7.01 Overtime Defined

All employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for the time worked in excess of forty (40) hours per week, or for any hours in excess of eight (8) hours in a day. If the WSCC and the employee agree to ten (10) hour shifts in accordance with Article 6.01, there will be no overtime for any hours worked on the regularly scheduled shift. There shall be no pyramiding of overtime. The WSCC has the right to require overtime as it deems necessary. Overtime hours will be offered to on-duty employees in descending order of category seniority. Pre-scheduled overtime will be offered by category (see 5.03) seniority. If not accepted by a more senior employee, it will be assigned to the less senior employee in that category of the classification.

### 7.02 Overtime Authorization

All overtime shall be authorized in advance by their department director or manager, or their designee, in writing. In emergencies or situations where no supervisory staff is available to authorize the overtime, the individual may work the overtime, but will be required to submit written notification to a supervisor as justification within twenty-four (24) hours of the end of the shift.

### 7.03 Callout Premium

A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate except as limited by 7.03.1. This provision applies only to full-time employees.

#### 7.03.1 Callout Defined

A "callout" shall be defined as that circumstance when an employee has left the work premises and is contacted by competent authority during their off work period and requested to report back to work at an unscheduled time. Overtime beyond the four (4) hour minimum under this Section ends when an employee's regular shift begins and the employee would accrue no additional overtime unless they work more than eight (8) hours from the beginning of their regular shift.

**EXAMPLE:** An employee whose regular schedule is 7:00 a.m. to 3:30 p.m. who is called out at 4:00 a.m. and works until 4:00 p.m. would receive four and one-half (4½) hours of overtime pay. Four (4) hour minimum callout for 4:00 a.m. to 8:00 a.m. + 1/2 hour for 3:30 p.m. to 4:00 p.m. = 4½ hours at the overtime rate of pay.

### 7.04 Parking Accommodation

In the event an employee is required to return to work, pursuant to Sections 7.03 and 7.03.1, the employee will be allowed to park their personal vehicle in the loading dock area, provided: the WSCC garage is closed; space is available in the loading dock area; and the department manager has authorized it.

7.04.1 Parking Rates and Fees

The daily parking rate for employees will increase to \$8.00 effective the month following ratification by the WSCC Board of Directors. Parking cards shall only be used when an employee is scheduled and has an assigned shift. Employee parking is designated to the Freeway Park garage. Safety issues will be discussed at the Safety Committee.

7.04.2 ORCA/Bus Pass Program

The current Commute Pass procedures will be continued. Prior to implementing a change in the procedure, WSCC will give the WSCC-LC notice and the opportunity to bargain.

7.05 Meal Breaks

If the employee is called back to work during the employee's unpaid thirty (30) minute meal break, the employee will be compensated for the original meal break and given another opportunity for a full unpaid thirty (30) minute meal break as soon as possible thereafter. Compensation will be at the employee's regular (straight time) hourly wage rate, except when the time is during an overtime period as defined in Article 7.01.

**ARTICLE 8 -- HOLIDAYS**

8.01 Designated Holidays

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth (after ratification)
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving (Thursday and Friday)
- Christmas Day
- 2 Personal Holidays\*

\*to be credited annually upon the latter of January 1 or completion of probation

8.02 Holiday Pay Eligibility

All categories, except for on-call employees, shall be entitled to holiday pay if: a) they have completed the probationary period specified in Article 12, and; b) they have worked their last scheduled shift before the holiday and their first scheduled shift after the holiday, except in the case of bona fide illness supported by a doctor's certificate, if requested by the WSCC. Holiday pay shall consist of eight (8) hours straight holiday time pay for all full-time and part-time employees off on the holiday (prorated for part-time employees). All eligible employees working the holiday shall receive their regular hourly rate of pay plus any and all holiday premiums as described in Section 8.04 below. Regular part-time employees shall be entitled to the holiday on a pro-rated basis.

8.02.1 On-Call Holiday Pay Eligibility

On-call employees shall be entitled to holiday pay if a) they have completed the original probationary period specified in Article 12, and b) they are scheduled and work the actual holiday. All eligible on-call

employees working the holiday shall receive their regular hourly rate of pay plus any and all applicable holiday premiums as described in Section 8.04 below. On-call employees shall be entitled to holiday pay for actual hours worked on the holiday. Holiday pay for on-call employees will not exceed eight (8) hours per holiday.

8.03 Alternate Day Off

Whenever a holiday occurs during a full-time employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of eight (8) hours at the employee's regular hourly rate of pay. The WSCC shall have the option to give such employee another day off in lieu of the specified holiday, provided that day is mutually agreed to and given within thirty (30) days of the holiday.

8.04 Holiday Rates of Pay - Regular and Overtime Rates

All work performed by employees on Independence Day, Labor Day, Thanksgiving (Thursday only), and Christmas, shall be paid at two (2) times the employee's regular hourly rate of pay. All hours worked over eight (8) or ten (10), if that is the regular schedule, on these holidays shall be paid at two and one-half (2½) times the employee's regular hourly rate of pay. All work performed on the other holidays set forth in Section 8.01 shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay. All hours worked over eight (8) or ten (10), if that is the regular schedule, on these holidays shall be paid at two (2) times the employee's regular hourly rate of pay.

8.05 Holiday Recognition

The following holidays will be recognized on the actual day of the holiday:

- New Year's Day
- Independence Day
- Christmas Day

**ARTICLE 9 -- VACATION**

9.01 Vacation Accrual

9.01.1 Regular Full-Time Category

All regular full-time employees shall receive vacation benefits as indicated in the following table:

Years of Service	Vacation Credit	Vacation Hours	Maximum Carry-over Accumulation Allowed
Upon completion of one (1) year	10 days	80 hours	96 hours
Upon completion of five (5) years	15 days	120 hours	120 hours
Upon completion of nine (9) years	16 days	128 hours	128 hours
Upon completion of eleven (11) years	18 days	144 hours	136 hours
Upon completion of fourteen (14) years	21 days	168 hours	160 hours
Upon completion of fifteen (15) years	22 days	176 hours	240 hours

years

\*\* For employees working in on-call categories, a year under this Article is defined as two thousand eighty (2080) hours actually worked.

#### 9.01.2 Temporary Full-Time, Regular Part-Time and On-Call Categories

All temporary full-time, regular part-time and on-call employees, with the exception of the employees working in the on-call categories listed in Appendix A, shall receive vacation on a prorated basis, with the work year consisting of 2080 hours. The calculation will be based upon actual hours worked as follows:

Service Completed – Actual Hours Worked	Vacation Hours Earned per Month	Maximum Vacation Carry-over and Cap
0 to 10,400 hours	$(\text{Actual Hours}/2080) \times 80 \text{ Hours}$	96 hours
10,401 through 18,720 hours	$(\text{Actual Hours}/2080) \times 120 \text{ Hours}$	120 hours
18,721 through 22,880 hours	$(\text{Actual Hours}/2080) \times 128 \text{ Hours}$	128 hours
22,881 through 29,120 hours	$(\text{Actual Hours}/2080) \times 144 \text{ Hours}$	136 hours
29,121 through 31,200 hours	$(\text{Actual Hours}/2080) \times 168 \text{ Hours}$	160 hours
31,201+ hours	$(\text{Actual Hours}/2080) \times 176 \text{ Hours}$	240 hours

#### 9.01.3 Eligibility to Use Vacation Leave

Upon the completion of six (6) continuous months of employment, employees may use their available accrued vacation leave. The vacation leave accrued in one (1) month may not be used in the same month in which it is accrued.

#### 9.01.4 Accrual of Vacation Leave

All regular full-time employees shall accrue vacation leave benefits monthly based upon the rate outlined in 9.01.1, except that no employee shall accrue vacation leave credit during a calendar month in which he is they are absent without authorization or in which they are absent without pay for more than three (3) working days.

#### 9.02 Vacation Schedules

No employee shall be permitted to work for compensation for the WSCC in any capacity during the time of paid vacation from the WSCC service. Scheduling of vacations shall be in accordance with seniority within the employee's classification. The WSCC reserves the right to schedule vacations in accordance with operational requirements. Employees must normally request vacation at least thirty (30) days in advance of its intended use, but will not bump previously approved vacation requests. Requests made within thirty (30) days need not be scheduled by seniority.

#### 9.03 Vacation Accrual Pay Upon Separation of Employment

Any employee separating from WSCC service who has not taken their earned vacation, if any, shall receive the hourly equivalent of their salary for each hour of earned vacation based upon the rate of pay in effect for such employee on the last day they actually worked. No vacation time will be paid for employees who are terminated or quit before they have completed one (1) year of continuous employment. No vacation time will be paid for employees who do not give fourteen (14) days notice of resignation. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by state law.

9.04 Maximum Allowable Carry-Over

Employees may annually carry over the amount of vacation accrual listed in Section 9.01 at the time of their anniversary date of employment with the WSCC. No additional vacation time may be carried over from year to year unless previously approved by the WSCC. Vacation accrual, beyond the maximum allowable amount, not taken, unless at the request of WSCC, shall be lost.

**ARTICLE 10 -- SICK LEAVE**

10.01 Sick Leave Accrual and Maximum

10.01.1 Regular Full-Time Category

All regular full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each month in WSCC service. Employees on Family Medical Leave shall accrue sick leave benefits at the rate of eight (8) hours for each month for months they are absent without pay for more than three (3) working days, up to a maximum of three (3) months per year from the original date of the Family Medical Leave. Employees may not use sick leave for their first ninety (90) days of employment, although sick leave will accrue during that period.

If a regular full-time employee is in a without pay status for part of a month, the employee would accrue sick leave based on a prorated basis (actual hours worked in a calendar month/2080 x 96 (maximum full-time annual accrual of sick leave) . If a regular full-time employee is in a leave without pay status for the entire month, the employee will not earn sick time.

10.01.2 Temporary Full-Time, Regular Part-Time and On-Call Categories

All temporary full-time, regular part-time and on-call employees, with the exception of the employees working in the on-call categories listed in Appendix A for less than ninety (90) calendar days, shall receive sick leave benefits on a prorated basis, with the work year consisting of two thousand eighty (2080) hours. The calculation will be based upon actual hours worked using the formula outlined in Section 10.01.1.

Sick leave cannot be used in the same month in which it is accrued.

10.01.3 Maximum Accrual

All employees may carry-over from one calendar year to the next up to seven hundred twenty (720) hours of sick leave. If an employee has more than seven hundred twenty (720) hours at the end of a calendar year, WSCC will automatically cash out ninety six (96) hours of sick leave at twenty-five percent (25%) of the current value.

10.02 Sick Leave Usage

Sick leave may be applied to an absence caused by the following reasons:

1. Employee's own illness, injury or health condition; medical diagnosis; or preventive medical care;
2. Employee's care for immediate family member with illness, injury or health condition; medical diagnosis; or preventive medical care;
3. Employee's place of business or child's school or daycare is closed by public official for health related reasons; or

4. Absences covered by Domestic Violence Act leave.

In any instance involving use of a fraction of a day of sick leave, the minimum charge to the employee's sick leave account shall be fifteen (15) minutes. The Department Manager shall be responsible for control of abuse of the sick leave privilege. Upon absence of more than three (3) consecutive shifts, the employee may be required to furnish verification of use for an authorized purpose. When a holiday or regular day off falls within the prescribed period of absence due to illness or injury, it shall not be charged to the employee's leave balance.

10.03 Commencement of Sick Leave Accrual

An employee who enters the service of the WSCC shall begin earning sick leave from the first day of work. Any employee that is rehired within twelve (12) months of leaving employment with WSCC will have their sick leave balance as of the date of separation reinstated.

10.04 Use of Vacation Leave Upon Exhaustion of Sick Leave

Sick leave shall not be used in lieu of vacation, but vacation time may be used in lieu of sick leave, after accrued sick leave has been exhausted.

10.05 Family Care

An employee may use their choice of accrued paid leave (such as vacation, sick leave or personal holidays) for the following purposes: (a) to care for a child with a health condition that requires treatment or supervision, or where the child needs preventive care (such as medical, dental, optical or immunization services); or (b) to care for a member of the employee's "immediate family" (as defined in Section 10.06) who has a serious health condition or emergency health condition.

Employees are required to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. If paid sick leave is used for family care absence, verification confirming a family member's serious or emergency health condition may be required when an employee has been out for more than three (3) consecutive work days.

10.06 Immediate Family Defined

For purposes of this Article and for Bereavement Leave under Section 11.01, a member of the "immediate family" shall be construed to mean a person related by blood or marriage or legal adoption as follows: grandmother, grandfather, grandchild, mother, father, wife, husband, child (to include step and or foster child, as well as a child who the employee stands in loco parentis or is a defacto parent), sister or brother of the employee, or a member of the employee's household as defined by WAC 357-01-182. The WSCC may require documentation as to the status of individuals residing in the employee's home.

10.07 Unpaid Disability Leave

Employees may be given unpaid leaves of absence of up to twelve (12) months for disability(ies) verified by a medical professional. Employees who are unable to work due to a verified disability under this Article shall retain the hours worked in their then current classification for a maximum of twelve (12) months. Unpaid disability leave shall run concurrently with any other applicable leave entitlement, including but not limited to leaves referenced in Section 10.08.

10.08 Family and Medical Leave Act

It is agreed that the contract shall be administered in a manner consistent with the federal Family and Medical Leave Act (FMLA), Washington's Paid Family and Medical Leave program and other related state laws.

10.09 Prior Notice

An employee utilizing sick leave under this Article is required to give reasonable notice of an absence from work for any of the reasons contained in Section 10.02 above. If the need for sick leave is foreseeable, the notice must be provided at least ten (10) days in advance, or as early as otherwise practicable. If the need for leave is unforeseeable, an employee must provide notice as soon as possible (and at least two (2) hours per Article 6.07.1) before the start of their required shift. In the event it is impracticable for an employee to provide notice to the employer, a person on the employee's behalf may provide the notice.

10.10 Washington Paid Family Medical Leave

WSSC complies with the Washington State Paid Family Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction and the WSSC will pay the designated employer share.

## ARTICLE 11 – OTHER LEAVE

11.01 Bereavement Leave

All employees, with the exception of the employees working in the on-call categories listed in Appendix A, shall be entitled to twenty-four (24) hours of bereavement leave for each death of a member of their "immediate family" (as defined in Section 10.06) to attend the funeral, or otherwise make arrangements directly related to the death. No one request for bereavement leave may exceed twenty-four (24) hours. Bereavement leave for all other categories of employees shall be prorated in accordance with Section 10.01.2. Eligibility to use bereavement leave is the same as for sick leave. Bona fide documentation of the need for bereavement leave may be requested by the supervisor.

11.01.1 Use of Sick Leave Upon Exhaustion of Bereavement Leave

Any employee who has exhausted his/her bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's "immediate family."

11.02 Jury Duty

Should an employee, other than a probationary employee, be required to serve on a petit jury and as a result be prevented from performing scheduled work, the employee shall nevertheless be paid their regular straight-time rate of pay for hours which would have been worked, based upon either the employee's regular weekly schedule; or, for on-call categories the hours which would have been scheduled, based on seniority and availability. Such payment shall not exceed fourteen (14) days in any calendar year. An employee on jury duty shall make a reasonable effort to work an assigned shift when this can be done without interfering with their jury service.

### 11.03 Other Leave Entitlements

WSSC shall grant employees other leaves in accordance with current legal requirements, or for other reasons mutually agreed upon by the Employer and employee.

## ARTICLE 12 -- SENIORITY

### 12.01 Seniority Defined

Classification seniority is defined as the employee's total compensated hours accumulated in a classification listed in Appendices A, B, C, & D, from the most recent date of hire. Category seniority is defined as the employee's total compensated hours accumulated in the specific category (see 5.03) of a classification. Bargaining unit seniority is defined as the total compensated hours accumulated for the employer in all classifications listed in Appendices A, B, C, & D from the most recent date of hire.

### 12.02 Probationary Period

An employee shall be considered probationary for the first three (3) months worked in which they have worked at least sixty (60) hours per month, except on-call and part-time employees whose probationary period shall be six (6) months. The first two hundred forty (240) hours worked of the full-time employee's probationary period will be compensated as outlined in Article 5.05. The balance of the probationary period will be compensated at the regular hourly rate of pay. The first ten (10) of the on-call and part-time employees' probationary shifts will be compensated as outlined in Article 5.05 (Probationary Pay Rate). The balance of the probationary period will be compensated at the regular hourly rate of pay. An employee's probationary period may be extended in monthly increments up to two (2) months by mutual written consent between the WSSC, the employee and the union. The provisions of Article 18 shall not apply to probationary employees. Probationary employees may not use the grievance procedure to contest their discipline or discharge. All hours worked shall be applied to employee's seniority upon satisfactory completion of the probationary period. The WSSC agrees to notify a probationary employee in writing of their termination no later than the end of the last shift worked if possible and in any case, no later than five (5) days following the last shift worked.

#### 12.02.1 Return Rights Upon Transfer or Promotion

Employees who are promoted or transferred to any other classification or category within the bargaining unit shall serve a probationary period equal to that provided for in Section 12.02. If the WSSC determines that the employee is not acceptable in the new position, they shall retain all rights accrued and be able to use seniority to work whatever schedule is still available in the former classification or category.

### 12.03 Application of Seniority

Work schedules and overtime shall be controlled by classification seniority; or in the event of multiple categories within a classification, it shall be controlled by category seniority with the senior person having preference. Vacation scheduling and other matters where a choice must be made among and between employees shall be controlled by classification seniority, with the senior person having preference. Work and station assignments are excluded from the provisions of this section. Employees who are hired into more than one classification within a bargaining unit shall retain seniority in each classification by having only those hours worked in the specific classification included in the seniority calculation for the specific classification. Employees who are cross-utilized as outlined in Article 14.03 shall have the hours worked out of classification included in the seniority calculation for their classification. Whenever reasonably



possible, current employees will be given the opportunity to interview for positions in which they have applied and meet the minimum qualifications.

#### 12.04 Layoff, Recall, and Bumping

Any layoff or recall shall be by and within the employee's job classification and category seniority only except that employees in Appendices A, B and C who are subject to a Last Chance Agreement may be laid off without regard to seniority. During layoff, there shall be no "bumping" rights from one classification and category to any other classification and category, except where the employee doing the "bumping" has actually worked in the other classification and category for a minimum of seven hundred twenty (720) hours in which case, bargaining unit seniority shall apply. A laid-off employee must notify the WSCC in writing of any changes to their availability for work and current address/email in order to be eligible for recall. At the time of recall, the WSCC shall send the employee, by email or certified mail, written notification of the recall. Email recall notifications shall solicit an affirmative confirmation from the employee of receipt of the notice. The employee must respond to the recall, by contacting the WSCC, within five (5) working days of the date of the notification. Failure to contact the WSCC within the designated time period will extinguish the employee's rights related to the recall. In the event that not all positions will be recalled, the order in which employees will be recalled shall be as follows:

1. Full-time employees will be recalled first and offered any available full-time positions within their classification. If there are no full-time positions available, they will be offered available part-time or on-call positions within their classification.
2. Part-time employees will be recalled and offered any available part-time positions within their classification. If there are no part-time positions available, they will be offered available on-call positions within their classification.
3. On-call employees will be recalled and offered available on-call positions within their classification.

#### 12.05 Conditions That Eliminate Seniority Rights [TA pending resolution of 12.08]

All seniority rights are eliminated by:

- a. discharge for just cause;
- b. resignation;
- c. voluntary transfer from the bargaining unit (except per 12.08);
- d. layoff for more than eighteen (18) months;
- e. failure to return from authorized leaves of absence;

#### 12.06 Seniority Protection - Industrial Injury

Employees who are unable to work, due to an industrial injury, will have their seniority protected for no more than one hundred eighty (180) days and hours worked in a classification retained for (2) years, provided the following conditions are met:

1. the industrial injury occurred while working at the WSCC; and
2. the employee properly notified the WSCC of the injury when it occurred; and
3. the industrial injury claim is accepted by the Department of Labor & Industries as a bona fide claim; and
4. the employee would have worked during the period of time of the absence.

12.07 Seniority Lists

Seniority lists established in accordance with the provisions of this Article shall be posted in the applicable work areas twice each year. Seniority lists, when posted, will include the next date of the seniority list publication. Employees may contest their seniority ranking by use of the grievance procedure.

12.08 Seniority Upon Promotion or Transfer

An employee promoting or transferring to a non-bargaining unit position shall have their seniority restored in the event they are returned to a position in the bargaining unit within twelve (12) months of moving out of the unit; provided however, nothing in this Article 12.08 shall be construed to create bumping rights for the returning employee.

### ARTICLE 13 - HEALTH & WELFARE AND PENSION

13.01 Summary of Benefits

Health and Welfare benefits and retirement benefits are as provided in Appendices A, B, C & D for each individual union.

13.02 Benefit Payment Deadline

The WSCC will provide the names of eligible employees to the respective trusts by the 10<sup>th</sup> of the following month. The monthly payment for all Health & Welfare and Pension contributions shall be made by the WSCC by the 25<sup>th</sup> of the following month.

### ARTICLE 14 -- MANAGEMENT RIGHTS

14.01 Statement of Management Rights

The WSCC retains all its customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the Center. The WSCC retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

14.02 Illustrations

By way of illustration, the exclusive prerogatives, functions, and rights of the WSCC shall include the following:

- a. The right to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- b. That every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- c. The right to layoff personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the WSCC; or when such continuation of work would be wasteful and unproductive.

- d. The right to determine methods, means, and employees necessary for operations subject to this Agreement.
- e. The right to control the budget.
- f. The right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the WSCC.
- g. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the WSCC.
- h. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, training, safety, materials, equipment, facilities, uniforms, appearance, operational methods, and procedures.

14.03 Cross-Utilization

All work shall be assigned by the WSCC on the basis of traditional craft jurisdiction. However, the WSCC shall have the right to assign work to individuals outside of their classification. In the event of such assignment, the individual employee shall receive the rate of pay for such employee's classification or for the classification of the work assigned, whichever is higher. The employee must have the certification and skills necessary to perform the work assigned. This right will not be used to reduce or eliminate bargaining unit positions.

14.04 Aid, Promote, or Finance

The WSCC shall not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement.

**ARTICLE 15 -- GRIEVANCE PROCEDURE**

15.01 Early Settlement

The WSCC and the WSCC-LC recognize the importance and desirability of settling grievances, including jurisdictional disputes, promptly and fairly in the interest of continued good employee relations and morale. With regards to jurisdictional issues, any potential concern must immediately be brought to the attention of the supervisor so that it can be investigated promptly as a condition precedent to filing a grievance regarding the matter. In furtherance of this objective, the WSCC and the WSCC-LC shall extend every effort to settle grievances at the lowest possible level of supervision. Prior to filing a grievance form, employees are encouraged to discuss the matter with their supervisor. This discussion, however, does not extend the time limits of filing a formal grievance, as set forth in Section 15.06, unless an agreement to do so is reduced to writing.

15.02 No Penalty Allowed

Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

15.03 Grievance Defined

A grievance shall be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.

15.04 Union - Exclusive Representative

Neither the WSCC-LC nor the WSCC member Union shall be required to press employee grievances if in the WSCC-LC's or member Union's opinion, such lack merit. With respect to the processings, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union having work jurisdiction over the matter shall be the exclusive representative of the employee.

15.05 Right to Invoke Procedure

Employees shall have no independent unilateral privilege or right to invoke the grievance procedure beyond Step 1.

15.06 Step 1

A grievance must be presented by the aggrieved employee(s), the shop steward or their Union Representative to the employee(s) supervisor or designee. If the grievance is filed by the employee(s) or the shop steward it must be presented on the Step 1 Grievance Form to the supervisor or designee within ten (10) calendar days of the occurrence of the incident (or of the date on which the employee reasonably should have become aware of the incident). Any employee-initiated grievance received by WSCC shall be forwarded to the Union with the Step 1 response. Any grievance challenging a disciplinary suspension or discharge may be immediately advanced to Step 2 for processing upon mutual agreement of the parties.

If a formal grievance is filed by the Union Representative, it shall be filed in writing within the prescribed ten (10) calendar day period. Union-initiated grievances shall be in writing, but do not need to use the Step 1 Grievance Form. The Union must specify the aggrieved employee(s), article violated, date of violation and relevant facts in the submission.

Shop stewards shall have the authority to settle grievances at Step 1 in a non-precedent setting manner, provided that the Union representative has agreed to the settlement in writing. The immediate supervisor shall review all relevant facts, and attempt to adjust the matter and will notify the employee and/or the Shop Steward and the appropriate Union Representative, in writing, of their decision within ten (10) calendar days. The date the WSCC receives the Step 1 Grievance Form shall be utilized to establish the initial date of the written grievance received from the employee(s) or the Shop Steward.

It is the intent of the parties that grievances shall not move to Step 2, without first going through Step 1. In no event shall the WSCC's liability for claims pursuant to this Article exceed sixty (60) days of claimant's wages and benefits.

15.07 Step 2

If the grievance has not been satisfactorily resolved, the employee and the WSCC-LC member Union Representative shall, within fourteen (14) calendar days of receipt of the supervisor's decision at Step 1, reduce the grievance to writing, outlining the facts as they are understood at the time, the Section(s) of the Agreement violated and the remedy sought. Compliance with these requirements is a prerequisite to taking the grievance to Step 3. If the WSCC responds to the merits of the grievance, it shall have waived any right it may have had to contest the completeness of the written grievance, unless it also raised that specific issue in the response. The written grievance shall then be presented to the WSCC President or

their designee for investigation, discussion and written reply. The WSCC President or their designee shall send a written decision to the aggrieved employee and the affected Union within ten (10) calendar days after receipt of the written grievance or after completion of a meeting held between the parties to discuss the grievance; whichever is later.

#### 15.08 Step 3

If the decision of the WSCC President or their designee has not resolved the grievance to the satisfaction of the affected Union, the Union shall notify the WSCC-LC President or their designee in writing within seven (7) days of its receipt of the WSCC President's decision, and whether it wants to convene a Step 3 committee meeting with a copy provided to the WSCC President. The WSCC-LC President or designee shall notify the WSCC President or designee within fourteen (14) days following receipt of the request to convene a Step 3 committee hearing regarding the WSCC's decision at Step 2. Within twenty one (21) calendar days of the date of the receipt of the written request for a committee meeting, the grievance shall be presented to a joint committee of equal representation from the WSCC-LC and the WSCC with a maximum of two (2) for each side. It shall be the responsibility of the affected Union and the WSCC to each assemble its part of the Step 3 committee in a timely fashion. Failure of either side to comply with this requirement shall dispose of the grievance pursuant to the time limits clause (Article 15.10). This committee shall attempt to resolve the grievance within seven (7) calendar days after its presentation to the committee. A majority vote of the committee shall constitute a final and binding resolution of the grievance on all parties.

#### 15.09 Step 4

Should the Step 3 Committee be unable to resolve the grievance, either the WSCC or the WSCC-LC may request arbitration specifying the question(s) which it wishes to be arbitrated, the Section(s) of the Agreement violated and the remedy sought, provided such request has been initiated within fourteen (14) calendar days from the date of completion of Step 3. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of eleven (11) names from Washington or Oregon furnished by PERC. The arbitrator shall be selected from the list by both the WSCC representative and the WSCC-LC representative each alternately striking a name from the list until only one name remains. The remaining name shall serve as the arbitrator. The arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall be asked to render a decision within thirty (30) days and the decision of the arbitrator shall be final and binding upon all parties to the dispute.

#### 15.10 Time Limits

Failure of either party to meet time limits imposed in this Article shall result in a decision in favor of the other party. Timelines may be extended by mutual written agreement. A request for extension made prior to the due date shall not be unreasonably denied.

#### 15.11 Arbitrator's Authority

The arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

#### 15.12 Arbitrator's Fee

The arbitrator's fee and expenses shall be borne equally by the WSCC and the WSCC-LC. The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by the WSCC and

the WSCC-LC. Each party shall bear the cost of any witnesses and representatives, including attorneys appearing on its own behalf.

15.13 Disposition & Settlement

The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the WSCC-LC and the WSCC shall be final and binding upon all parties to the dispute.

15.14 Voluntary Mediation

Matters submitted to Step 4 may upon mutual agreement of the parties be submitted to voluntary mediation before selecting an arbitrator.

## **ARTICLE 16 - WORK STOPPAGES AND EMPLOYER PROTECTION**

16.01 Work Stoppages Prohibited

The WSCC, the WSCC-LC, and the Unions agree that the public interest requires efficient and uninterrupted performance of all WSCC services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the WSCC-LC and the Unions shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with WSCC functions by employees under this Agreement and should same occur, the WSCC-LC and the involved Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the afore referenced activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the President or their designee if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date their automatic resignation became effective.

16.02 WSCC's & WSCC-LC's Responsibilities

Upon notification in writing by the WSCC to the WSCC-LC and the Union that any of its members are engaged in a work stoppage, the WSCC-LC and the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and to provide the WSCC with a copy of such order. In addition, if requested by the WSCC, a responsible official of the Union shall publicly order such Union member to cease engaging in such work stoppage.

16.03 Disciplinary Action

Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be subject to disciplinary action in accordance with the WSCC's work rules up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

## **ARTICLE 17 - UNION BUSINESS**

17.01 Visitation

Following contact with the WSCC representative in charge, authorized representatives of the WSCC-LC shall be allowed access to all WSCC facilities at any working hours for union business. The WSCC-LC

agrees to not unduly interfere with employees in carrying out their duties. It is understood that there may be times when access may be limited due to WSCC's client event requirements. Temporary WSCC credentials shall be conspicuously worn while on the premises, and the representative shall enter through Security Control.

17.02 Shop Stewards

Each Union shall have the right to install shop stewards. Shop stewards shall carry out such responsibilities as are given them by their Union but they shall not interfere with the management or operation of the WSCC or direct the work of any employee. Shop steward's duties shall not interfere with work duties and shall not be conducted on work time unless approved by the supervisor.

17.03 Bulletin Boards

The WSCC will provide space on bulletin boards where the WSCC-LC members may, with the WSCC Human Resources Manager's approval, place materials for their members.

17.04 Release Time For Union Business

The Union may request that a bargaining unit employee be granted a personal leave of absence without pay for up to three (3) months for purposes of attending to Union business. Upon receipt of such written request, the Employer will confer the Union representatives regarding such request. The Employer may decline such requested leave of absence if, in the Employer's judgment, such leave of absence would adversely impact its operations.

## **ARTICLE 18 - DISCIPLINE AND DISCHARGE**

18.01 Discharge for Cause

The WSCC shall have the right to discharge or otherwise discipline any employee for just cause. This Article is not applicable to employees who are serving their initial probationary period at the WSCC.

18.02 Notice of Discharge

In the event of discharge for cause, written notice of the reason for the discharge shall be given to the employee, with a copy sent to their Union, within five (5) workdays (not including Saturday or Sunday) following the discharge.

18.03 Right to Union Representation

The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action, if requested by the employee.

18.04 Discipline Notices

The Employer will make a good faith effort to promptly investigate matters that could lead to discipline, recognizing that business/operational needs and the complexity of the investigation may impact the time needed to conduct the investigation. It is understood by the parties that employees may choose to sign or not sign the disciplinary notice. Such signature shall only constitute acknowledgement of receipt, and does not constitute acceptance of the corrective action. Should discipline rise to the level of suspension or termination, a copy of the disciplinary suspension or termination letter will be provided to the Union.

18.05 Progressive Discipline

The WSCC and the WSCC-LC recognize the concept of progressive discipline, and further recognize that some situations may require suspension or termination for the first offense, based on the nature or severity of the alleged offense.

**ARTICLE 19 -- SAVINGS CLAUSE**

19.01

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 20 -- DURATION**

20.01 Effective Dates

This Agreement and each of its provisions shall become effective January 1, 2022, and shall continue in full force and effect through December 31, 2025. Appendices A, B, C, D & E, shall remain in effect through December 31, 2025.

20.02 Continuation Provision

This Agreement and each of its provisions shall continue from year to year after December 31, 2025, unless written notice of the intention to propose changes in the terms of the Agreement is given by either party at least sixty (60) days prior to December 31, 2025 or at least sixty (60) days prior to December 31 of any year thereafter. In the event that WSCC funding is reduced by the source of such funds, the WSCC reserves the right to re-open the wage rates, benefits and economic Sections of the Agreement within sixty (60) days of its notification of budget reduction.

20.03 Day to Day Extension

If, after notice is given by either party per Section 20.02, no new Agreement is reached by the expiration date of this Agreement and negotiations are continued beyond said date, this Agreement shall remain in full force and effect on a day-to-day basis up to the time a new Agreement is reached, but shall immediately terminate if an impasse is declared in writing by either party.

**ARTICLE 21 -- JOINT LABOR MANAGEMENT COMMITTEE**

21.01

The parties recognize it is in their best interest to develop and maintain a good on-going working relationship that promotes further development of trust, communication and cooperation. Therefore the parties agree to establish a Labor Management Committee for the exclusive internal purpose of developing a cooperative problem solving forum on issues of common concern. In no case may either



party communicate outside of the committee. It is understood and agreed that the Labor Management Committee has no authority to amend or negotiate the Labor Agreement.

21.02 New Building

WSCC-LC reserves the right to bargain over all impacts of the new building whether identified prior to or subsequent to the issuance of the temporary certificate of occupancy. WSCC intends to begin scheduling client events in the new building in 2023. The parties agree to meet in a labor management forum during 2022 and 2023 on a quarterly basis, if so requested by either party. The purpose of the meetings will be to address anticipated impacts to any bargaining unit's terms and conditions of employment. Any mutual written agreements will be in the form of a Memorandum of Understanding.

**ARTICLE 22 -- APPRENTICESHIP PROGRAM**

22.01

Without obligation to participate, the WSCC, party to this Agreement, recognizes the value of the Washington State Apprentice Programs and will consider selective participation as may be appropriate within budget and staffing limitations. Financial participation will begin at such time as the WSCC agrees to accept an apprentice.

**ARTICLE 23 – AMENDMENTS TO THE AGREEMENT**

23.01

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

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 24 – PERFORMANCE REVIEWS**

24.01

Performance reviews may be conducted on employees in all classifications listed in Appendices A, B, C and D. Prior to implementation, WSCC (and or ARAMARK, if applicable) will provide a draft of the performance evaluation form and process to the WSCC-LC and allow thirty (30) days for comment and input. WSCC will also bargain impacts, if any, with the WSCC-LC.

**ARTICLE 25 – INSPECTION OF PERSONNEL FILES**

25.01

All employees shall have the right to inspect their personnel file, within a reasonable time after the request. Absent unusual circumstances, the file will be made available for review within ten (10) calendar days.

**APPENDIX A1  
CLASSIFICATIONS, WAGES AND BENEFITS  
IUOE, LOCAL NO. 302**

**CLASSIFICATIONS AND WAGES**

<b>POSITION</b>	<b>Current</b>	<b>8/1/22</b>	<b>3/1/23</b>	<b>8/1/23</b>	<b>2/1/24</b>	<b>8/1/24</b>	<b>2/1/25</b>	<b>8/1/25</b>
BOE	43.70	47.20	48.62	50.08	51.58	53.12	54.72	56.36
BOE Foreperson	47.62	51.92	53.48	55.09	56.74	58.43	60.19	62.00

WSSC shops that employ two (2) or more Regular Full-time positions shall employ one (1) of the two (2) positions as a Foreperson. WSSC shops with a Foreperson position shall not also have a lead position or lead premium pay. Foreperson rate shall be the BOE rate plus 10%.

**HEALTH/WELFARE BENEFITS**

<b>Effective</b>	<b>Current</b>	<b>8/1/22</b>	<b>8/1/23</b>	<b>8/1/24</b>	<b>8/1/25</b>
<b>Employee Contribution</b>	\$50	\$50	\$55	\$60	\$65
<b>Employer Contribution (maximum if required)</b>	\$1387	MOB w/ 7% cap	MOB w/ 7 % cap	MOB w/ 7% cap	MOB w/ 7% cap

Contributions will be based on Compensated Hours for all employees who are compensated for a minimum of eighty (80) hours during the month. Health/Welfare payments for eligible employees will begin on the first day of the third calendar month following hire, for enrollment the first day of the fourth calendar month following hire. No retroactive payments for hours during probation will be made.

In the event the MOB cap of seven percent (7%) is insufficient in any year, the remainder shall be paid by employees, in addition to the employee contributions required above.

**PENSION BENEFITS**

<b>Effective</b>	<b>Current</b>	<b>8/1/22</b>	<b>9/1/23</b>	<b>8/1/24</b>	<b>8/1/25</b>
<b>Rate</b>	<b>\$6.30</b>	<b>\$7.00</b>	<b>\$7.21</b>	<b>\$7.43</b>	<b>\$7.65</b>

Pension payments for employees in Regular or Temporary Full-time categories will be based on Compensated Hours. Pension payments will not be made during probation; however, upon successful completion of probation, will be paid retroactively to the employee's first hour of work.

Pension payments for employees in Regular Part-time or On-call categories will be based on Actual Hours Worked and upon successful completion of probation will be paid retroactively to the employee's first hour of work.

**APPENDIX A2  
CLASSIFICATIONS, WAGES AND BENEFITS  
Pacific Northwest Regional Council of Carpenters, UBCJA**

<b>POSITION</b>	<b>8/1/22</b>	<b>9/1/23</b>	<b>8/1/24</b>	<b>8/1/25</b>
Carpenter (Regular Full-time)	(87% of the Master Agreement)	(87% of the Master Agreement)	(87% of the Master Agreement)	(87% of the Master Agreement)
Carpenter Foreperson (Regular Full-time)	(87% of the Master Agreement + 10%)	(87% of the Master Agreement + 10%)	(87% of the Master Agreement + 10%)	(87% of the Master Agreement + 10%)
Carpenter (Short/Long Call)	(100% of the Master Agreement)	(100% of the Master Agreement)	(100% of the Master Agreement)	(100% of the Master Agreement)

WSCC shops that employ two or more Regular Full-time positions shall employ one of the two (2) positions as a Foreperson. WSCC shops with a Foreperson position shall not also have a lead position or lead premium pay.

Pacific Northwest Regional Council of Carpenters will promptly notify WSCC of any changes in the Master Agreement.

**HEALTH/WELFARE BENEFITS**

<b>Effective</b>	<b>Current</b>	<b>8/1/22</b>	<b>8/1/23</b>	<b>8/1/24</b>	<b>8/1/25</b>
Employer Contribution: (per AHW)	\$7.16	\$7.46	\$7.56	\$7.86	TBD
Employee Contribution: (per month)	\$50	\$55	\$60	\$65	\$70

Health/Welfare contributions for employees in Regular Full-time positions will be based upon Actual Hours Worked. Health/Welfare payments begin on the first day of the third calendar month following hire, for enrollment the first day of the fourth calendar month following hire for full-time employees. No retroactive payments for hours during probation will be made. Additional amounts required for health and welfare premiums, over the above caps, will be paid through a reduction in wages.

Health/Welfare contribution for "short-call" and "long-call" carpenters will be based on Actual Hours Worked and will be paid from the first hour worked.

**APPENDIX A2**  
**CLASSIFICATIONS, WAGES AND BENEFITS**  
**Pacific Northwest Regional Council of Carpenters, UBCJA**

**PENSION BENEFITS**

<b>Effective</b>	<b>Current</b>	<b>8/1/22</b>	<b>9/1/23</b>	<b>8/1/24</b>	<b>8/1/25</b>
<b>Rate</b>	<b>\$5.97</b>	<b>\$6.27</b>	<b>\$6.37</b>	<b>\$6.47</b>	<b>\$6.57</b>

Pension payments for employees in Regular Full-time categories will be based on Compensated Hours. Pension payments will not be made during probation; however, upon successful completion of probation, will be paid retroactively to the employee's first hour of work.

Pension payments for "short-call" and "long-call" carpenters will be based on Actual Hours Worked and will be paid from the first hour worked.

**APPENDIX A3  
CLASSIFICATIONS, WAGES AND BENEFITS  
IBEW, LOCAL #46**

**CLASSIFICATIONS AND WAGES**

<b>POSITION</b>	<b>Current Wage</b>	<b>August 1, 2022</b>	<b>March 6, 2023; August 1, 2023; February 6, 2024; August 1, 2024; February 6, 2025 and August 1, 2025</b>
Electrician (Regular Full-time & Regular Part-time)	\$56.66	TBD	TBD
Electrical Foreperson (Regular Full-time)	\$62.33	TBD	TBD
Electrician (Short/Long Call)	(100% of the Master Agreement)	(100% of the Master Agreement)	(100% of the Master Agreement)

WSSC shops that employ two (2) or more Regular Full-time positions shall employ one of the two (2) positions as a Foreperson. WSSC shops with a Foreperson position shall not also have a lead position or lead premium pay. Foreperson rate shall be the Electrician rate plus 10%.

**HEALTH CARE BENEFITS  
Base Rate upon Ratification: TBD**

<b>Effective</b>	<b>August 1, 2022</b>	<b>August 1, 2023</b>	<b>August 1, 2024</b>	<b>August 1, 2025</b>
Employer Contribution: (per AHW)	TBD	TBD	TBD	TBD
Employee Contribution: (per month)	\$50	\$55	\$60	\$65

Beginning the first month after ratification of the 2022-2025 Agreement, the Employer will make a monthly contribution equal to one hundred sixty (160) hours per month for regular full-time employees, as long as the employee was compensated for at least eighty (80) hours in the previous month. Health Care payments for new regular full-time employees begin upon successful completion of one-hundred thirty (130) hours of work in the previous month. No retroactive payments for hours during probation will be made. Additional amounts required for health and welfare premiums, over the above caps, will be paid through a reduction in wages.

Health Care contribution for "short-call" and "long-call" electricians will be based on Actual Hours Worked and will be paid from the first hour worked.

**APPENDIX A3  
CLASSIFICATIONS, WAGES AND BENEFITS  
IBEW, LOCAL #46**

**PENSION BENEFITS**

<b>Effective</b>	<b>8/1/22</b>	<b>9/1/23</b>	<b>8/1/24</b>	<b>8/1/25</b>
<b>Rate</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

Pension payments for employees in Regular Full-time categories will be based on Compensated Hours. Pension payments will not be made during probation; however, upon successful completion of probation, will be paid retroactively to the employee's first hour of work.

Pension payments for "short-call" and "long-call" electricians will be based on Actual Hours Worked and will be paid from the first hour worked.

**ELECTRICIANS ANNUITY**

Effective upon ratification, contributions to the Electricians Annuity shall cease.

**ECONOMIC INCREASES DURING THE TERM OF THE AGREEMENT**

Effective upon ratification, the Employer will make available for the employees eighty-nine (89%) of any increase in the wages, health care, pension, and JATC contribution for Journey Wireman in the IBEW Local 46/Puget Sound Chapter, NECA Inside Construction Agreement. The Union will notify the Employer how the bargaining unit wants to allocate such amounts. Any such allocation must ensure that amounts required to pay for health care premium increases are totally covered.

**APPENDIX A4  
CLASSIFICATIONS, WAGES AND BENEFITS  
PAINTERS DISTRICT COUNCIL #5**

**CLASSIFICATIONS AND WAGES**

Position	Current	August 1, 2022	March 1, 2023	August 1, 2023	February 1, 2024	August 1, 2024	February 1, 2025	August 1, 2025
<b>Painter (Regular Full-time &amp; Part-time)</b>	\$36.54	\$39.09	\$39.87	\$40.66	\$41.47	\$42.29	\$43.13	\$43.99
<b>Painter Foreperson (Regular Full-time)</b>	+ 10 % of painter rate	+ 10 % of painter rate	+ 10 % of painter rate	+ 10 % of painter rate	+ 10 % of painter rate	+ 10 % of painter rate	+ 10 % of painter rate	+ 10 % of painter rate
<b>Painter (Short/Long Call)</b>	90 % of WSCC Painter Rate	Follow the WW Painters CBA for up to one year	Follow the WW Painters CBA for up to one year	Follow the WW Painters CBA for up to one year	Follow the WW Painters CBA for up to one year	Follow the WW Painters CBA for up to one year	Follow the WW Painters CBA for up to one year	Follow the WW Painters CBA for up to one year

WSCC shops that employ two (2) or more Regular Full-time positions shall employ one (1) of the two (2) positions as a Foreperson. WSCC shops with a Foreperson position shall not also have a lead position or lead premium pay.

**HEALTH/WELFARE BENEFITS**

**Base Rate: \$7.06**

Effective	8/1/22	7/1/23	7/1/24	7/1/25
<b>Employee Contribution</b>	\$50	\$55	\$60	\$65
<b>Employer Contribution</b>	\$7.06/hour	MOB w/ 6% cap	MOB w/ 6% cap	MOB w/ 6% cap

Health/Welfare contributions for employees in Regular Full-time positions will be based upon Actual Hours Worked. Health/Welfare payments begin upon successful completion of 130 hours of work in the previous month. For eligible employees, health/welfare payments will begin on the first day of the third calendar month following hire, for enrollment the first day of the fourth calendar month following hire. Additional amounts required for health and welfare premiums, over the above caps, will be paid through a reduction in wages.

Health/Welfare contribution for “short-call” and “long-call” painters will be based on Actual Hours Worked and will be paid from the first hour worked at the rate identified in the Western Washington CBA.

**PENSION BENEFITS: Current Rate: \$6.96**

Effective	8/1/2022	9/1/2023	8/1/2024	8/1/2025
<b>Rate</b>	<b>\$6.96</b>	<b>\$7.12</b>	<b>\$7.27</b>	<b>\$7.27</b>

Pension Rehabilitation Plan Alternate Schedule 2

On January 14, 2022, the Pension Fund elected to enter “Red Zone” status, requiring the adoption of a Rehabilitation Plan. The Rehabilitation Plan provides bargaining parties the opportunity to elect between two proposed “alternate schedules” of contributions and benefits or to accept the Rehabilitation Plans Default Schedule. The parties to this agreement hereby elect “Alternate Schedule 2” and adopt the above required increases to hourly Pension Fund contributions.

Any amounts required by Alternate Schedule 2 over the amounts stated above will be paid by the employees through a wage diversion.

Pension payments for employees in Regular Full-time categories will be based on Compensated Hours. Pension payments will not be made during probation; however, upon successful completion of probation, will be paid retroactively to the employee's first hour of work.

Pension payments for "short-call" and "long-call" painters will be based on Actual Hours Worked and will be paid from the first hour worked at the rate identified in the Western Washington CBA.



**APPENDIX A5  
CLASSIFICATIONS, WAGES AND BENEFITS  
IATSE, LOCAL #15**

**CLASSIFICATION AND WAGES**

<b>POSITION</b>
AV Technician
AV Technician Lead
Rigger
Stage Technician
Stage Technician Lead
Spotlight Operator

If the above listed classifications are utilized, the WSCC agrees to pay 100% of the Master Agreement for any short/long call labor hired directly from the IATSE union hall.

**APPENDIX A6**  
**CLASSIFICATIONS, WAGES AND BENEFITS**  
**Sign and Display Workers, Local 1094**

**CLASSIFICATIONS AND WAGES**

If the Sign and Display Classification is utilized, the WSCC agrees to pay 100% of the Master Agreement for any short/long call labor hired directly from their union hall.

**APPENDIX B  
CLASSIFICATIONS, WAGES AND BENEFITS  
TEAMSTERS LOCAL 117**

POSITION	Current Rates	8/1/2022	9/1/2023	8/1/2024	8/1/2025
<b>Parking Cashiers (Reg. FT)</b>					
0 - 2080 AHW	\$17.94	\$23.00	\$23.46	\$23.93	\$24.17
2081 + AHW	\$20.94	\$24.00	\$24.48	\$24.97	\$25.22
<b>Parking Cashiers (Reg. PT &amp; OC)</b>					
0 - 1040 AHW	\$17.94	\$21.56	\$21.99	\$22.43	\$22.66
1041 - 2080 AHW	\$18.68	\$22.47	\$22.92	\$23.38	\$23.61
2081 + AHW	\$20.94	\$22.94	\$23.40	\$23.87	\$24.11
*Parking Cashier Freeway Park Garage Premium	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
<b>Security (Regular FT)</b>					
0 - 1040 AHW	\$23.06	\$28.00	\$28.56	\$29.13	\$29.42
1041 - 2080 AHW		\$28.50	\$29.07	\$29.65	\$29.95
2081 + AHW	\$24.21	\$29.40	\$29.99	\$30.59	\$30.89
<b>Security (Regular OC)</b>					
0 - 1040 AHW	\$22.12	\$25.88	\$26.40	\$26.93	\$27.19
1041 - 2080 AHW	\$22.94	\$26.83	\$27.37	\$27.91	\$28.19
2081 + AHW	\$23.75	\$27.81	\$28.37	\$28.93	\$29.22
*Security Control Premium	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
*Security Bike Patrol Premium	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
<b>Admission Attendants</b>					
0 - 1040 AHW	\$17.27	\$20.32	\$20.73	\$21.14	\$22.18
1041 - 2080 AHW	\$17.27	\$21.14	\$21.56	\$21.99	\$23.04
2081 + AHW	\$17.27	\$21.57	\$22.00	\$22.44	\$24.00
*Temporary Admission Attendant Lead Assignment Pay	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75
Admission Attendant Lead	\$20.01	\$25.32	\$25.83	\$26.34	\$27.44
<b>Door Attendant</b>	\$17.83	\$21.16	\$21.58	\$22.01	\$22.50
<b>Transportation Attendants</b>					
0 - 1040 AHW	\$17.27	\$20.75	\$21.17	\$21.59	\$22.68
1041 - 2080 AHW	\$17.67	\$21.62	\$22.05	\$22.49	\$23.55
2081 + AHW	\$18.01	\$22.08	\$22.52	\$22.97	\$24.03
*Transportation Attendant Lead Assignment Pay	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75
<b>Loading Dock Lead</b>	\$20.01	\$25.32	\$25.83	\$26.34	\$27.44

AHW = Actual Hours Worked

\* Hourly premium for actual hours worked.

**Premium Shift Scheduling:** Employees who are scheduled for control room or bike patrol shifts will be compensated at the premium rate for all such hours worked on the shift unless notified by WSCC of a change in position at least seventy two (72) hours before the beginning of the new shift.

**Cross Utilization:** Employees who are cross-utilized as per Article 14.03 will earn the higher of the two wages based upon their present wage in their regular classification and the 0 – 1040 AHW wage rate of the classification into which the employee is being cross-utilized.

**Employees Hired into More than one On-call Classification:** Home classification is defined as the classification in which the employee is first hired. Employees who are employed in two or more on-call positions and who, during the past twelve month period, have worked more in a classification which is not their home classification and who, for the probable future, will continue to work more in this classification which is not their home classification, may petition to have their home classification changed to the classification in which they are working the most hours.

**D.R.I.V.E.:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The beginning and/or termination of this deduction will coincide with the payroll cycle. WSCC agrees to remit any deductions made pursuant to this provision to the Union together with a report showing:

1. Employee Name
2. Personnel ID number
3. Amount deducted

The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under Section RCW 41.04.230 (6).

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction.

**APPENDIX B  
CLASSIFICATIONS, WAGES AND BENEFITS  
TEAMSTERS LOCAL 117**

**HEALTH & WELFARE BENEFITS**

<b>Effective:</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
<b>Employer: Full-time</b>	<b>\$1617.00</b>	<b>7% Cap</b>	<b>7% Cap</b>	<b>7% Cap</b>
<b>Employee: Full-time</b>	<b>\$50.00</b>	<b>\$55.00</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>Employer: Part-time/On-call</b>	<b>\$1224.40</b>	<b>7% Cap</b>	<b>7% Cap</b>	<b>7% Cap</b>
<b>Employee: Part-time/On-call</b>	<b>\$40.00</b>	<b>\$45.00</b>	<b>\$50.00</b>	<b>\$55.00</b>

**SUMMARY OF BENEFITS**

<b>PLAN</b>	<b>Full Time</b>	<b>Part-Time/On-Call</b>
	<b>Plan Name</b>	<b>Plan Name</b>
Medical	Plan A	*Plan Z
Employee Life/AD&D and Dependent Life Plans	Plan C \$5,000 / \$ 500	Plan C \$5,000 / \$ 500
Employee Time Loss Plans	Plan D \$100/week	Plan D \$100/week
9-Month Disability Waiver of Contribution Extension	Medical Plans Only	Medical Plans Only
Dental Plan	Plan B	Plan B
Vision Plan	Plan EXT	Plan EXT

\*Medical for Part-Time/On-Call will change from Plan C to Plan Z as soon as practical after ratification.

Maintenance of benefit with a maximum premium increase for employer not to exceed seven percent (7%) cap. Any required increases over the cap will be paid by employees, in addition to amounts indicated above. If changes to the plan are considered, those changes must stay within the seven percent (7%) cap. If the seven percent (7%) cap is not used in a year, it may not be carried over to the next year.

Contributions will be based on Compensated Hours for employees.

No health/welfare payment will be made until the first day of the third calendar month following hire, for enrollment the first day of the fourth calendar month following hire.

Monthly premiums will be paid for employees in the Full-time categories with a minimum of sixty (60) compensated hours during the month.

Monthly premiums will be paid for employees in the Part-time and On-call categories with 1200+ Actual Hours Worked AND who have been compensated for a minimum of sixty (60) hours during the month.

Eligibility for Health and Welfare benefits is determined by the Trust.

**APPENDIX B  
CLASSIFICATIONS, WAGES AND BENEFITS  
TEAMSTERS LOCAL 117**

**PENSION BENEFITS**

<b>Effective</b>	
<b>Rate</b>	<b>\$3.55</b>

Pension payments for employees in Regular Full-time and Temporary Full-time categories will be based on Compensated Hours. Pension payments for Regular Part-time and Regular On-call categories will be based on Actual Hours Worked.

Pension payments for employees in Regular Full-time and Temporary Full-time categories will not be paid during the initial 1040 Compensated Hours. Pension payments for employees in Regular Part-time and Regular On-call categories will not be paid during the initial 1040 Actual Hours Worked. Pension payments will not be made retroactively to the employee's first hour of work.

**APPENDIX C**  
**CLASSIFICATIONS, WAGES AND BENEFITS**  
**SEIU, LOCAL #6**

<b>POSITION</b>	<b>Current Rates</b>	<b>8/1/22</b>	<b>2/1/23</b>	<b>1/1/24</b>	<b>1/1/25</b>
<b>Landscaper</b>					
Landscaper	\$28.56	\$30.84	\$31.77	\$32.72	\$33.70
Landscaper - Foreperson**	\$31.42	\$33.93	\$34.95	\$36.00	\$37.08
<b>Custodian</b>					
Custodian Regular Full-Time	\$21.25	\$23.50	\$24.00	\$24.72	\$25.46
Custodian Regular Part-Time	\$20.69	\$22.35	\$23.02	\$23.71	\$24.42
Custodial Crew Chief	\$27.12	\$29.29	\$30.17	\$31.07	\$32.01
Lead Assignment Pay	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Crew Chief Lead *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
<b>Set-Up Attendant - FULL TIME</b>					
Set-Up Attendant	\$21.25	\$23.50	\$24.00	\$24.72	\$25.46
Set-Up Crew Chief	\$27.12	\$29.29	\$30.17	\$31.97	\$32.01
Lead Assignment Pay	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Crew Chief Lead *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
<b>Set-Up Attendant On-call</b>					
0 - 1040 AHW	\$19.83	\$21.81	\$22.29	\$22.96	\$23.65
1041 - 2080 AHW	\$20.54	\$22.59	\$23.09	\$23.78	\$24.50
2081 + AHW	\$20.92	\$23.01	\$23.52	\$24.22	\$24.95
Lead Assignment Pay	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Crew Chief Lead *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50

**APPENDIX C  
CLASSIFICATIONS, WAGES AND BENEFITS  
SEIU, LOCAL #6**

**HEALTH & WELFARE BENEFITS**

Effective:	Current Rate	1/1/2023	1/1/2024	1/1/2025
<b>Employer: Full-time</b>	<b>\$1,617.00</b>	<b>5% Cap</b>	<b>5% Cap</b>	<b>5% Cap</b>
<b>Employee: Full-time Plan A</b>	<b>\$50.00</b>	<b>\$55.00</b>	<b>\$60.00</b>	<b>\$65.00</b>
<b>Employer: Part-time/On-call Plan C</b>	<b>\$1,224.40</b>	<b>5% Cap</b>	<b>5% Cap</b>	<b>5% Cap</b>
<b>Employee: Part-time/On-call</b>	<b>\$50.54</b>	<b>\$55.00</b>	<b>\$60.00</b>	<b>\$65.00</b>

**SUMMARY OF BENEFITS**

PLAN	Full Time	Part-Time/On-Call
	Plan Name	Plan Name
Medical	Plan A	Plan Z*
Employee Life/AD&D and Dependent Life Plans	Plan C \$5,000 / \$ 500	Plan C \$5,000 / \$ 500
Employee Time Loss Plans	Plan D \$100/week	Plan D \$100/week
9-Month Disability Waiver of Contribution Extension	Medical Plans Only	Medical Plans Only
Dental Plan	Plan B	Plan B
Vision Plan	Plan EXT	Plan EXT

\*Medical for Part-Time/On-Call will change from Plan C to Plan Z as soon as practical after ratification.

Maintenance of benefits with a maximum premium increase for Employer not to exceed five percent (5%) cap. Any required increases over the cap will be paid by employees, in addition to amounts indicated above. If changes to the plan are considered, those changes must stay within the five (5%) cap. If the five (5%) cap is not used in a year, it may not be carried over to the next year.

Contributions will be based on Compensated Hours for employees.

No health/welfare payment will be made for eligible employees until the first day of the third calendar month following hire, for enrollment the first day of the fourth calendar month following hire.

Monthly premiums will be paid for employees in the Full-time categories with a minimum of sixty (60) compensated hours during the month.

Monthly premiums will be paid for employees in the Part-time and On-call categories with 2080+ Actual Hours Worked AND who have been compensated for a minimum of sixty (60) hours during the month.

Eligibility for Health and Welfare benefits is determined by the Trust.



**APPENDIX C  
CLASSIFICATIONS, WAGES AND BENEFITS  
SEIU, LOCAL #6**

**PENSION BENEFITS**

Current Rate: \$3.26

<b>Effective</b>	<b>8/1/22</b>	<b>2/1/23</b>	<b>1/1/24</b>	<b>1/1/25</b>
<b>Rate</b>	<b>\$3.26</b>	<b>\$3.26</b>	<b>\$3.26</b>	<b>\$3.26</b>

Pension payments for employees in Regular Full-time and Temporary Full-time categories will be based on Compensated Hours. Pension payments for Regular Part-time and Regular On-call categories will be based on Actual Hours Worked.

Pension payments for employees in Regular Full-time and Temporary Full-time categories will not be paid during the initial 1040 Compensated Hours. Pension payments for employees in Regular Part-time and Regular On-call categories will not be paid during the initial 1040 Actual Hours Worked.

Pension payments will not be made retroactively to the employee's first hour of work.

**Retaining seniority hours from Full-time to On Call status:** Should an employee working in the classification of Set-Up Attendant or Custodian classification apply for and be hired into the on-call classification of On-Call Set-Up Attendant the hours worked in the Custodian/Set-Up Attendant classification will be included when calculating their new On-Call Set-Up Attendant seniority.

**Retaining seniority hours from On-Call to Full-Time status:** Should an employee working in the classification of On-Call Set-Up Attendant be promoted to either the Set-Up Attendant or Custodian classification, the hours worked in the On-Call Set-Up Attendant classification will be included in calculating their new classification seniority in the classification to which the employee is promoted.

**Vacation:**

When scheduling vacations that have been timely submitted by full time employees pursuant to Section 9.02, the WSCC will give good faith consideration to utilizing on-call employees to fill in, consistent with operational requirements and workload.

**APPENDIX D  
CLASSIFICATIONS, WAGES AND BENEFITS  
UNITEHERE LOCAL #8**

**[OPEN]**

<b>POSITION</b>	<b>8/1/2022</b>	<b>2/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
<b>Server</b>				
0-1040 AHW	\$14.49	Applicable* Min Wage	Applicable Min Wage	Applicable Min Wage
1040-2080 AHW	\$14.49	Applicable Min Wage	Applicable Min Wage	Applicable Min Wage
2081+ AHW	\$14.49	Applicable Min Wage	Applicable Min Wage	Applicable Min Wage
<b>Captain</b>				
0-1040 AHW	Applicable* Min Wage + \$0.50	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50
1040-2080 AHW	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50
2081+ AHW	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50	Applicable Min Wage + \$0.50
<b>Bartender</b>				
0-1040 AHW	\$17.65	\$17.74	\$17.82	\$17.91
1040-2080 AHW	\$18.14	\$18.23	\$18.32	\$18.41
2081+ AHW	\$18.89	\$18.98	\$19.08	\$19.17
<b>Lead Bartender</b>				
0-1040 AHW	\$18.25	\$18.34	\$18.44	\$18.53
1040-2080 AHW	\$18.75	\$18.84	\$18.93	\$19.03
2081+ AHW	\$19.49	\$19.59	\$19.69	\$19.78
<b>Showcase Server</b>				
0+ AHW	\$28.70	\$28.95	\$29.20	\$29.45
<b>Retail Bartender</b>				
0+ AHW	\$28.70	\$28.95	\$29.20	\$29.45
<b>Retail Lead Bartender</b>				
0+ AHW	\$29.30	\$29.55	\$29.80	\$30.05
<b>Steward</b>				
0-1040 AHW	\$19.86	\$22.50	\$23.11	\$24.24
1040-2080 AHW	\$20.15	\$22.79	\$23.41	\$24.54
2081+ AHW	\$20.72	\$23.39	\$24.00	\$25.14
<b>Steward Lead</b>				
0-1040 AHW	\$21.29	\$23.98	\$24.60	\$25.73
1040-2080 AHW	\$21.58	\$24.27	\$24.90	\$26.03
2081+ AHW	\$22.15	\$24.87	\$25.49	\$26.63
<b>Stand Worker</b>				
0-1040 AHW	\$19.86	\$24.24	\$24.86	\$26.01
1040-2080 AHW	\$20.44	\$24.89	\$25.51	\$26.66
2081+ AHW	\$21.01	\$25.53	\$26.16	\$27.31

POSITION	8/1/2022	2/1/2023	1/1/2024	1/1/2025
<b>Stand Worker Lead</b>				
0-1040 AHW	\$20.41	\$24.86	\$25.49	\$26.63
1040-2080 AHW	\$20.99	\$25.51	\$26.13	\$27.28
2081+ AHW	\$21.56	\$26.15	\$26.78	\$27.93
<b>Stand Captain</b>				
0-1040 AHW	\$21.85	\$26.47	\$27.10	\$28.26
1040-2080 AHW	\$22.43	\$27.12	\$27.75	\$28.91
2081+ AHW	\$23.00	\$27.76	\$28.40	\$29.56
<b>Prep Cook</b>				
0-1040 AHW	\$19.86	\$22.50	\$23.11	\$24.24
1040-2080 AHW	\$20.44	\$23.09	\$23.70	\$24.84
2081+ AHW	\$21.01	\$23.68	\$24.30	\$25.44
<b>Prep Cook Lead</b>				
0-1040 AHW	\$21.29	\$23.98	\$24.60	\$25.73
1040-2080 AHW	\$21.87	\$24.57	\$25.19	\$26.33
2081+ AHW	\$22.44	\$25.16	\$25.79	\$26.93
<b>Wild Rye Café Worker</b>				
0-1040 AHW	\$20.26	\$24.64	\$25.26	\$26.41
1040-2080 AHW	\$20.84	\$25.29	\$25.91	\$27.06
2081+ AHW	\$21.41	\$25.93	\$26.56	\$27.71
<b>Baker</b>				
0-1040 AHW	\$21.45	\$24.13	\$24.75	\$25.90
1040-2080 AHW	\$22.02	\$24.73	\$25.35	\$26.50
2081+ AHW	\$22.54	\$25.26	\$25.89	\$27.04
<b>Baker Lead</b>				
0-1040 AHW	\$22.89	\$25.62	\$26.25	\$27.40
1040-2080 AHW	\$23.46	\$26.21	\$26.84	\$28.00
2081+ AHW	\$23.98	\$26.74	\$27.38	\$28.54
<b>Cook</b>				
0-1040 AHW	\$22.43	\$25.14	\$25.77	\$26.92
1040-2080 AHW	\$23.12	\$25.85	\$26.48	\$27.64
2081+ AHW	\$24.27	\$27.04	\$27.68	\$28.84
<b>Cook Lead</b>				
0-1040 AHW	\$23.86	\$26.63	\$27.26	\$28.42
1040-2080 AHW	\$24.55	\$27.34	\$27.97	\$29.13
2081+ AHW	\$25.70	\$28.52	\$29.17	\$30.33
<b>Cook Supervisor</b>				
0-1040 AHW	\$27.60	\$30.48	\$31.14	\$32.31
1040-2080 AHW	\$28.75	\$31.67	\$32.33	\$33.51
2081+ AHW	\$29.90	\$32.86	\$33.52	\$34.71

\*The applicable local, state, or federal minimum wage.

### **Section D.1 – Premium Pay Rates**

Employees that hold seniority in the Server, Cook, Stand Worker, or Prep Cook classifications that demonstrate to the Employer proficiency in specific areas (e.g. barista, action station) shall receive a premium of seventy-five cents (\$0.75) per hour for all hours worked while performing these duties, with the exception of the Cook classification in which the premium will be applied to all hours worked once the special proficiencies have been demonstrated (as provided in a Letter of Understanding between the parties.)

### **Section D.2 – Probationary Period**

As an exception to Article 12.02 Probationary Period, Banquet Servers will be compensated at eighty five percent (85%) as outlined in Article 5.05 Probationary Pay Rate for the first ten (10) probationary shifts, but no less than the applicable local, Washington State or Federal minimum wage, whichever is higher.

### **Section D.3 – Administrative Charge**

It is understood that there is a minimum twenty percent (20%) administrative charge added to all banquet food and beverage. Of that twenty percent (20%), seventy-five percent (75%) is distributed to bargaining unit employees and the remaining twenty-five percent (25%) is retained by management.

#### **Section D.3.1 – Administrative Charge Distribution**

**A. General.** It is agreed that the distribution may change, but the relative share distributed between the members in the front of house and the back of house will not change, except as provided below on December 31, 2025. For example, back of house employees consist of Cook, Lead Cook, Food Prep Cook, Lead Food Prep Cook, Steward, Lead Steward, Baker and Lead Baker classifications. Their relative share of the distribution is now 6.2%, and shall be 8% effective December 31, 2025. Servers, Captains, Bartenders and Lead Bartenders are considered front of house and their relative share of the distribution is now 93.8%, and shall be 92% effective December 31, 2025.

- i. **Bartender and Lead Bartender.** The Bartender and Lead Bartender classifications shall receive 93.8% (92% effective December 31, 2025) of the applicable (as specified under Administrative Charge above which is 75% currently) bar administrative charges collected, less ten percent (10%) of the 93.8% (92% effective December 31, 2025) of the bar administrative charges, which are distributed to servers and captains as described in Section ii below. Bartenders shall receive one (1) point per hour worked and Lead Bartenders one and one-tenth (1.1) points per hour worked.
- ii. **Server and Captain.** The Servers and Captain classifications shall receive 93.8% (92% effective December 31, 2025) of the applicable (as specified under administrative charge above which is 75% currently) food administrative charges collected plus 10% of the 93.8% (92% effective December 31, 2025) of the bar administrative charges collected. Servers shall receive one (1) point per hour worked and Captains shall receive one and one-tenth (1.1) point per hour worked.
- iii. **Back of the House.** The Cook, Cook Lead, Cook Supervisor, Food Prep Cook, Food Prep Cook Lead, Steward, Lead Steward, Baker and Baker Lead Classifications shall

receive 6.2% (8% effective December 31, 2025) of the applicable (as specified under Administrative Charge above, which is 75% currently) food and bar administrative charges collected.

- iv. The above-mentioned changes to the distribution effective December 31, 2025 shall only go into effect if the Employer has raised the administrative charge above 20% pursuant to Section D.3 herein.

**B. Administrative Charge Information.**

- i. Administrative Charge information (i.e. name of parties, date of party, total administrative charge, total amount charged; and names of employees involved) will be made available by the WSCC each Monday following the pay period to any employee working during the two-week pay-period or to any representative of UNITEHERE Local 8.
- ii. The computer printout of all functions shall be available to the Union and administrative charge participants each week on Monday. The printout shall be kept in the Uniform Room and will be available for viewing.
- iii. The WSCC shall post, each pay period, the following information:
- Total administrative charge pool dollars from the administrative charge charged for that payroll period.
  - Allocation distribution between employees and the Employer.
  - Total dollars credited to each participating classification.
  - Total hours worked by employees in each participating classification.

**Section D.4 – Gratuities**

At all retail locations, the Employer agrees to include a tip line on receipts for transactions. Wild Rye Café shall continue to have tip jars and tip lines on all receipts.

**Section D.5 – Pension Benefits**

Effective Date	Employer Contribution Subject to Rehabilitation	Rehabilitation Contribution	Total Employer Pension and Rehabilitation Contribution
1/1/22	\$0.65	\$0.65	\$1.30
1/1/23	\$0.65	\$0.74	\$1.39
1/1/24	\$0.65	\$0.84	\$1.49
1/1/25	\$0.65	\$0.94	\$1.59

Pension payments will be based on Actual Hours Worked. Pension payments will not be made during probation; however, upon successful completion of probation, will be paid retroactively to the employees first hour of work. WSCC agrees to abide by the Participation Language required for Hotel Employees Restaurant Employees Pension Trust Fund as, set forth in the Pension Trust Rules.

The parties hereby agree to be bound by and abide by all the terms of the rehabilitation plan, as it is currently stated, and as it may from time to time be amended by the Trustees, as required by law and/or

their fiduciary duty, effective January 1, 2017, nunc pro tunc and have selected the Preferred Schedule.

In the event that the rehabilitation plan contribution is no longer required during the life of this Agreement, the amount of the rehabilitation plan contribution in effect on that date shall be added to the sixty five cent (\$0.65) contribution and become the new base rate, provided that the Plan Trustees have implemented a change in plan design which minimizes future volatility in unfunded liability at the time the rehabilitation plan contribution is no longer required (or in the event said change is subsequently rejected by the federal government or prohibited by a future change in federal law). If a change in plan design which minimizes future volatility in unfunded liability has not been implemented by the Plan Trustees, then that rehabilitation contribution shall continue to be paid by the Employer in the form of additional compensation, to be bargained at said time by the Parties. In the event the above plan design change is implemented subsequent to the time the rehabilitation plan contributions are no longer required, the Union may require that the amount diverted to “additional compensation” instead be contributed to the pension plan.

#### **Section D.6 – Health & Welfare Benefits**

<b>Effective:</b>	<b>1/1/22</b>	<b>6/1/23</b>	<b>6/1/24</b>	<b>6/1/25</b>
<b>Employer Contribution</b>	<b>\$1050</b>	<b>\$1095</b>	<b>\$1,165</b>	<b>\$1,205</b>
<b>Employee Contribution:</b>	<b>\$40</b>	<b>\$45</b>	<b>\$50</b>	<b>\$50</b>
<b>Total:</b>	<b>\$1090</b>	<b>\$1,140</b>	<b>\$1,215</b>	<b>\$1,255</b>

For the purpose of determining Health and Welfare benefits, time actually taken off and compensated (such as a paid meal period, a paid holiday, paid vacation time, etc....) shall be considered as compensated hours for purposes of benefit eligibility. Contributions will be made, based upon compensated hours of non-probationary employees who have been compensated for sixty five (65) hours or more per month. Benefit premium costs will be maintained at the level identified above or at the actual rate, whichever is the lower actual amount. No retroactive payments will be made for employees who successfully complete probation.

#### **Section D.6.1 – Benefits Provided to Employees**

Health & Welfare benefits shall be earned in accordance with the terms of this Article and any exhibits herein referenced.

#### **Section D.6.2 – Contributions Required Based Upon Hours Compensated**

The Employer and employees shall pay the amounts specified above each month for each employee who is compensated for sixty five (65) hours or more during such month to the UNITE HERE Northwest Health Trust Fund (also referred to as the “Health Trust”) regardless of whether or not the employee is a member of the Union. WSCC agrees to abide by the Participation Language required for UNITE HERE Northwest Health Trust Fund as set forth in the Health Trust Subscription Agreement.

#### **Section D.7 – Employee Stock Purchase Plan (ESPP)**

The Company shall offer eligible employees the ability to enroll in the Employee Stock Purchase Plan (ESPP), the terms of which, including eligibility, will be determined solely and exclusively by the Company. Nothing contained in any agreement between the Company and the Union shall supersede the actual terms of the ESPP, and the Company reserves the right in its sole and exclusive discretion to alter,

modify, terminate, freeze, or change the ESPP from time to time. The ESPP will not be the subject of negotiations nor be the subject of any grievance or arbitration between the parties.

**Section D.8 – Classifications and Rates of Pay**

**a. Pay Periods – (in lieu of Article 5.02)**

All employees will be paid at least twice per month, including contractors and subcontractors. To the extent permitted by law, all wages shall be paid by direct deposit or pay card provided by the company, except that employees who are employed on the date of ratification of the 2022 Agreement who receive paper checks shall be allowed to continue receiving paper checks. Employees also consent to receive an e-statement.

**Section D.9 – Hours of Work**

**A. Standard Workday and Week (in lieu of Article 6.01)**

The standard workweek shall commence with and reflect the pay cycle of the Company, currently Thursday –Wednesday. The Company will provide the Union with thirty (30) days’ notice in the event of changes to the pay cycle. There is no guarantee of hours per day or per week for employees.

**i. Minimum Shifts – On Call Employees (in lieu of Article 6.01.01)**

The minimum shift for employees shall be four (4) consecutive hours. The minimum training shift shall be four (4) hours for mandatory training. Training that is non-mandatory or occurs during pre or post scheduled shift will be paid at actual time worked.

**Section D.10 – Scheduling & Seniority**

**Section D.10.1 – Application of Seniority – (in lieu of 12.03)**

Work schedules and overtime shall be controlled by classification seniority (except for Showcase Servers); or in the event of multiple categories within a classification, it shall be controlled by category seniority with the senior person having preference of shifts, of hours of work, and days off, taking into account any conflicts with an employee’s availability. Vacation scheduling and other matters where a choice must be made among and between employees shall be controlled by classification seniority, with the senior person having preference. Work and station assignments are excluded from the provision of this section. Employees who are hired into more than one classification within a bargaining unit shall retain seniority in each classification by having only those hours worked in the specific classification included in the seniority calculation for the specific classification. Employees who are cross-utilized shall have the hours credited in the classification actually worked. Total hours in all classifications will constitute “bargaining unit seniority” for purposes of earning sick leave, vacation, and health and welfare benefits.

**D.10.2.a On-Call Employee Scheduling**

All applicable provisions of Article 6 shall be followed for Appendix D classifications. At such time that the Employer's time and attendance system can generate a report or schedule in seniority order, the Employer will generate the report in that manner. In accordance with previous agreements between the Parties, a copy of the full schedule shall be posted to the Employer’s online scheduling portal at the time the schedules are created.



The employer and the Union recognize that employees may submit requests for vacation pay inside the normal 30-day vacation request window, and that those requests may be granted at the Employer's discretion, but will not be unreasonably denied. No vacation pay requests will be granted within seventy two (72) hours of the end of the applicable pay period.

In accordance with the current practice, the standard but not guaranteed shift length for employees in the Culinary Department is seven hours and forty-five minutes. Prospectively, the shift length for front-of-house Employees shall be based on operational needs, with as many seven hour and forty-five minute shifts as necessary. For both front and back of the house, the Employer shall determine the number of seven hour and forty-five minute shifts, as well as the length of all other shifts, based on the operational needs of the Employer. This does not change the four-hour shift minimum as described in Section 6.01.1. There will not be an unlimited availability requirement for the positions of Lead Baker, Lead Prep Cook or Lead Cook.

Where an employee has seniority in two (2) or more classifications the food service provider will reasonably attempt to give the employee a choice, when work is available on the same day in their classifications, subject to client needs.

The On Call Schedule posting Memorandum of Understanding Seattle Secure Scheduling Ordinance dated May 18, 2018 is hereby incorporated by reference.

#### **Section D.11 - Premium Event Day Pay**

Exclusively for the duration of the January 1, 2022 to December 31, 2025 collective bargaining agreement, employees who hold seniority in the following classifications: Kitchen Supervisor, Lead Cook, Cook, Prep Cook, Lead Steward, Steward, Stand Captain, Lead Stand Worker and Stand Worker; who work their entire shift on an employer designated Premium Event Day will be eligible for Premium Event Day Pay. Premium Event Days will be selected at the employer's discretion and posted at least 30 days in advance near the time clock and in the digital scheduling system. Premium Event Day pay will be \$40.00 per full Premium Event Day worked.

#### **Section D.12 - Non-Administrative Charge Functions**

Staff Scheduling of Non-Administrative Charge functions:

- a) Non Administrative Charge FAM functions of thirty (30) or more covers and all Tasting Room functions shall be staffed with workers in the Showcase Server Classification.

WSSC shall have discretion in both the selection and scheduling of the Showcase Servers. All hours worked in the Showcase Server classification shall not be applicable for seniority standing in the Server classification, and shall not be included in the Administrative Charge distribution. All such hours will count for benefit purposes.

- b) All Public Foods functions shall continue to be staffed by workers from any classification who choose to be on the Stand Worker seniority list and are qualified and selected to do the job. However; the availability form shall allow an employee to indicate that they will not be available whenever it is reasonably likely that they will be assigned at least two or more hours of non-administrative charge work during a day.\*

\* During negotiations the parties have worked collaboratively to improve and simplify the scheduling process. The parties have been unable to resolve the issue of whether Public Foods

availability will be submitted with another classification or will be submitted separately. Rather than hold up the contract, the parties have agreed to reopen the contract within sixty (60) days of contract ratification for the sole purpose of resolving this issue.

- c) In the event the Employer determines that additional personnel are required in a classification that participates in the administrative charge distribution due to a “pop-up” or “add on” the Employer will contact employees in seniority order scheduled to work on the day of the “pop-up” in a classification that is not eligible to participate in the administrative charge distribution who previously designated that they were available for work during the hours of the "pop-up" to offer the new work opportunity. A “pop up” is an event that goes under contract after the schedule is posted. An “add on” is an increase in service for a contracted event after the schedule is posted. This section shall supersede Section 6.04.1 for the relevant classifications only.

#### **Section D.13 – Employee Meals**

Employees shall be eligible for one (1) Employer furnished meal for each shift worked within a twenty-four (24) hour period, unless the employee works two (2) shifts within that twenty-four (24) hours period, in which case the employee will be entitled to an additional meal. When at least ten (10) bargaining unit employees are on shift, the Employer will provide a hot meal. The current practice on meal period breaks will be retained.

#### **Section D.14 – Securable Facilities**

The WSCC shall provide securable facilities for employees’ use while working. For large events where the normal facilities may be exceeded, the WSCC shall provide other securable facilities. The WSCC assumes no liability under this provision for any employee’s personal effects.

#### **Section D.15 – Uniform Laundry**

The WSCC shall launder and maintain all such uniforms as employees are required to wear. When the Employer does not launder such uniform, the employees involved shall receive the following allowance: Cooks, Stewards, and all other kitchen workers = \$1.25/day worked; Banquet Captains and Stand Workers = \$1.25/day worked; Servers = \$0.75 when working one meal/day, \$1.00 when working two meals/day; Employees in all other classifications = \$1.00/day worked.

#### **Section D.16 – Remote Areas**

Based upon event need, size and usage, employees working in remote areas will be provided for breaks and meals in suitable areas, such as deli space or a temporary set-up space, including seating and water.

#### **Section D.17 – Labor Management Meeting**

- a) Upon the request of either party, there will be a quarterly meeting between the Food Service Provider and the Union to discuss issues specifically related to food service employees.
- b) Effective upon ratification, the Employer and the Union shall establish a labor management committee for the purpose of discussing hours scheduling issues. The committee shall include up to three (3) bargaining unit members selected by the Union, and representatives of the Employer. The committee shall endeavor to meet quarterly, or more frequently if mutually agreed upon by the Employer and the Union. The bargaining unit members shall be released from work and paid their straight time wage rate for attending these committee meetings, unless release is not possible due to

operational needs. The parties will make a good faith effort to schedule meetings at a time when all three committee members are scheduled to work. The release time may not be used for meeting preparation. Off duty time shall not be compensated.

The Employer and Union may mutually agree to have additional employees participate on the committee, although such time will not be paid. While the Employer and the Union shall work together to resolve issues related to hours scheduling at the committee, it is agreed that discussion of such matters at the committee does not waive any rights either party has under the Agreement. In addition, the discussion does not preclude the Union from filing a grievance over any such matter. After the committee has been in operation for at least one year, the parties will mutually determine whether to expand the role of the committee to any other work place issues.

**Section D.18 - Recognition, Union Membership and Dues Deductions (Article 4)**

**A. Union Membership (in lieu of Article 4.02)**

It shall be a condition of employment that all employees covered by this Appendix who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. The Union will be notified of new hires in a timely manner.

i. Non-Association Provision

Nothing contained within this Article shall restrict an employee's right of non-association when based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such case, an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall, within thirty (30) days of such payment, furnish proof that such payment has been made.

ii. Election to Join Union

Within thirty (30) days from the date of hire, employees shall elect, whether the employee wishes to: (1) join the Union and pay Union dues and fees; or (2) decline to join the Union and pay such fee equivalence to the Union as is allowed by law.

**B. Payroll Deductions (in lieu of Article 4.03)**

i. The Employer, upon written authorization of the employee, shall deduct from each pay period that pay which is received in the month by such employee, the Union dues, initiation fees, and assessments for the current pay period and remit monthly same to the appropriate officer of the Union. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

ii. The Employer will deduct the assessments and monthly dues each payday in the month. The Employer will remit the assessments and monthly dues to the Union monthly. When an employee

quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

- iii. The Union shall indemnify, defend and hold the Employer harmless 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 Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article. The Union shall refund to the WSCC any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.
- iv. The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is the lesser. It shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union within their Union's required timeframe before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

**Section D.19 – Subcontracting**

The Employer may subcontract specialized functions for which bargaining unit employees cannot be easily trained, or which require employees with highly specialized expertise, e.g., sushi chefs, or requires specialized equipment.

## **APPENDIX E**

### **UNIFORMS**

The WSCC will provide and maintain applicable uniforms for the classifications listed in Appendices A, B, C, & D.

Employees in on-call categories and other designated classifications/categories, will be responsible for providing and maintaining their own black slacks; white shirts, (where applicable); socks; and black polishable shoes.

### WSSC AND WSSC-LC SIGNATURES

The Unions hereinafter listed as a party to the Agreement by and between the Washington State Convention Center Public Facilities District and the Washington State Convention Center Public Facilities District Labor Council, on behalf of the Council and each on its own behalf and as accepted by the Washington State Convention Center Public Facilities District, do hereunto affix their signatures.

ACCEPTED FOR THE WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT

By: Jeffrey Blosser Date: March 23, 2023  
Jeffrey Blosser  
Title: President & CEO

ACCEPTED FOR THE WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT LABOR COUNCIL

By: Shannon Sanchez Date: March 27, 2023  
Shannon Sanchez  
Title: President, Labor Council

DISTRICT COUNCIL OF CARPENTERS OF KING COUNTY AND VICINITY

By: David Quinn Date: March 21, 2023  
David Quinn  
Title: Service Representative

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

By: Erick Lee Date: March 20, 2023  
Erick Lee  
Title: Business Representative

INTERNATIONAL ALLIANCE OF THEATRICAL AND STAGE EMPLOYEES, LOCAL NO. 15

By: Jennifer Bacon Date: March 22, 2023  
Jennifer Bacon  
Title: President

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

By: John Scearcy Date: March 27, 2023  
John Scearcy  
Title: Secretary-Treasurer

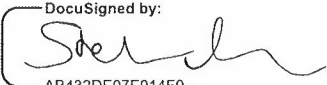
PAINTERS DISTRICT COUNCIL, NO. 5

By: Cynthia Grant Date: March 17, 2023  
Cynthia Grant  
Title: Labor Representative

SIGN AND DISPLAY WORKERS, LOCAL NO. 1094

By: Cynthia Grant Date: March 17, 2023  
Cynthia Grant  
Title: Labor Representative

UNITEHERE, LOCAL NO. 8

DocuSigned by:  
  
By: \_\_\_\_\_ Date: 6/1/2023  
AB432DE07E914F0...  
Title: Natalie Kelly Stefan Moritz Secretary Treasurer  
Lead Negotiator

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

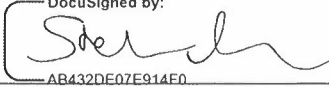
By: Thomas Shelton Date: March 20, 2023  
Title: Thomas Shelton  
Field Representative

SERVICE EMPLOYEES INTERNATIONAL UNION. LOCAL NO. 6

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Elsa Ogbe  
Vice President & Director of Internal  
Organizing




UNITEHERE, LOCAL NO. 8

DocuSigned by:  
  
By: \_\_\_\_\_ Date: 6/1/2023  
AB432DE07E914ED  
Title: Natalie Kelly Stefan Moritz Secretary Treasurer  
Lead Negotiator

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Thomas Shelton  
Field Representative

SERVICE EMPLOYEES INTERNATIONAL UNION. LOCAL NO. 6

By:  \_\_\_\_\_ Date: 3/17/2023  
Title: Zenia Javaleta  
President

## **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.