

AGREEMENT

by and between the

WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT

and the

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

August 1, 2016 through July 31, 2020

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. 286

Service Employees International Union, Local No. 6

WSCC & WSCC-LC LABOR AGREEMENT

ARTICLES & SECTIONS

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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

It shall be a condition of employment that all employees covered by this Agreement 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 appropriate Union will be notified of new hires in a timely manner.

4.02.1 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.

4.02.2 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.

4.03 Payroll Deductions

4.03.1 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.

4.03.2 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.

4.03.3 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.

4.03.4 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.

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 employees 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.

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.
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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 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 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 Wednesday*, 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 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 1.5 x 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 his 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 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 the President or his 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 his 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 he works more than eight (8) hours from the beginning of his 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 his personal vehicle in the loading dock area, provided: it is 7:00 pm or later; 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 \$6.50 effective the month following ratification by the WSCC Board of Directors. There will be an annual twenty five cent (\$0.25) increase effective January 1st for each year of the Agreement. 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
Independence Day
Labor Day
Veterans' Day
Thanksgiving (Thursday and Friday)
Christmas Day
2 Personal Holidays

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

Effective January 1, 2018, on-call employees shall be entitled to holiday pay if a) they have completed the 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 either full-time or on-call 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	Maximum Carry-over Accumulation Allowed
Upon completion of one (1) year	10 days	12 days
Upon completion of five (5) years	15 days	15 days
Upon completion of nine (9) years	16 days	16 days
Upon completion of eleven (11) years	18 days	17 days
Upon completion of fourteen (14) years	21 days	20 days
Upon completion of fifteen (15) years	22 days	20 days

** 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:

$$\frac{A.H.}{2080} \times F.T.E.A. = V.P.$$

A.H. = Actual Hours
F.T.E.A. = Full-Time Employee Accrual
V.P. = Vacation Pay

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 absent without authorization or in which he is 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. 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 his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation based upon the rate of pay in effect for such employee on the last day he 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, except that no employee shall earn sick leave credit during a calendar month in which he is absent without authorization or in which he is absent without pay for more than three (3) working days, except for employees on an approved Family Medical Leave. 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.

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, 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 9.01.2.

10.01.3 Maximum Accrual

All employees may accrue up to ninety (90) days of sick leave. At this point, an employee may elect to “cash-in” ninety-six (96) hours (12 days) of sick leave at 25% of the current value. This option may be elected only once during a calendar year. Should an employee elect NOT to exercise this option, his sick leave balance will be maintained at the maximum of ninety (90) days (720 hours) until such time as it falls below the maximum accrual allowance.

10.02 Sick Leave Usage

Sick leave may be applied to an absence caused by illness or injury of an employee or to care for an immediate family member as set forth in Section 10.06 below. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized by the Department Manager. 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 four (4) hours. For full-time employees, any instance involving use of a fraction of a day of sick leave, and which does not require scheduling staff as replacement, the minimum charge to the employee's sick leave account shall be two (2) hours. The minimum charge to the sick leave account for on-call employees who may become ill while at work and need to leave with less than four (4) hours remaining on the shift shall be two (2) hours. Additional sick leave shall be computed in whole, not fractional hours. The Department Manager shall be responsible for control of abuse of the sick leave privilege. Upon absence of three (3) or more consecutive shifts, or where the employer reasonably suspects possible abuse, the employee may be required to furnish acceptable proof of illness or injury. 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 dating from the first of the month following the month in which the employee commenced continuous service, unless such commencement date was the first working day of a month, in which case, the first day of sick leave accrual shall date from the first of the month in which the service began.

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 his/her 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. WSCC may require verification or documentation confirming a family member's serious or emergency health condition when available leave is used to care for that family member.

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, mother, father, wife, husband, daughter, son, 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.

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) and other related state laws.

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 his "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 his 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 his jury service.

11.03 Other Leave Entitlements

WSCC 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 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, 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 WSCC, 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 WSCC agrees to notify a probationary employee in writing of his 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 WSCC determines that the employee is not acceptable in the new position, he 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 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 to any other classification, except where the employee doing the "bumping" has actually worked in the other classification 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 his/her availability for work or current address in order to be eligible for recall. At the time of recall, the WSCC shall send the employee, by certified mail, written notification of the recall. 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.

12.05 Conditions That Eliminate Seniority Rights

All seniority rights are eliminated by:

- a. discharge for just cause;
- b. resignation;
- c. voluntary transfer from the bargaining unit;
- d. layoff for more than one (1) year for full and part-time employees.

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.

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 10th of the following month. The monthly payment for all Health & Welfare and Pension contributions shall be made by the WSCC by the 25th 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 his 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.

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 his 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 his designee for investigation, discussion and written reply. The WSCC President or his 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 his designee has not resolved the grievance to the satisfaction of the affected Union, the Union shall notify the WSCC-LC President or his 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.

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 his designee if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his 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 designated security officials, authorized representatives of the WSCC-LC shall be allowed access to all WSCC facilities at any working hours. The WSCC-LC agrees to not unduly interfere with employees in carrying out their duties.

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.

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 August 1, 2016, and shall continue in full force and effect through July 31, 2020. Appendices A, B, C, D & E, shall remain in effect through July 31, 2020.

In recognition of the upcoming WSCC expansion, the parties agree to open bargaining no later than February 1, 2020 in order to ensure timely completion prior to the expiration of the Agreement.

20.02 Continuation Provision

This Agreement and each of its provisions shall continue from year to year after July 31, 2020, 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 July 31, 2020 or at least sixty (60) days prior to July 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.

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. 286**

CLASSIFICATIONS AND WAGES

POSITION	8/1/16	8/1/17	2/1/18	8/1/18	2/1/19	8/1/19	2/1/20
BOE	40.20	40.70	41.20	41.70	42.20	42.70	43.20
BOE Foreman	44.12	44.62	45.12	45.62	46.12	46.62	47.12

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

HEALTH/WELFARE BENEFITS

Effective	8/1/16	8/1/17	8/1/18	8/1/19
Employee Contribution	\$35	\$40	\$45	\$50
Employer Contribution (maximum if required)	\$1156	MOB w/ 7% cap	MOB w/ 7% cap	MOB w/ 7 % cap

Contributions will be based on Compensated Hours for employees in Regular or Temporary Full-time categories who are compensated for a minimum of eighty (80) hours during the month. Health/Welfare payments will begin upon successful completion of probation. No retroactive payments for hours during probation will be made.

Contributions will be based on Compensated Hours for employees in Regular Part-time or On-call categories who are compensated for a minimum of eighty (80) hours during the month. No contributions will be made during probation, nor made retroactively upon successful completion of probation. In the event the MOB cap of seven percent (7%) is insufficient in any year, the remainder shall be paid be employees, in addition to the employee contributions required above.

PENSION BENEFITS

Effective	Upon Ratification	8/1/17	8/1/18	8/1/19
Rate	\$6.00	\$6.10	\$6.20	\$6.30

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

POSITION	August 1, 2016 – July 31, 2017 Master Agreement “Carpenter/Dry Wall Applicators”	August 1, 2017 – July 31, 2018 Master Agreement “Carpenter/Dry Wall Applicators”	August 1, 2018- July 31, 2019 Master Agreement “Carpenter/Dry Wall Applicators”	August 1, 2019- July 31, 2020 Master Agreement “Carpenter/Dry Wall Applicators”
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

Effective	August 1, 2016	August 1, 2017	August 1, 2018	August 1, 2019
Employer Contribution: (per AHW)	\$6.91	\$7.16	\$7.16	\$7.16
Employee Contribution: (per month)	\$35	\$40	\$45	\$50

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 probation. 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

Effective	8/1/16	8/1/17	8/1/18	8/1/19
Rate	\$5.17	\$5.77	\$5.87	\$5.97

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

POSITION	Current Wage	August 1, 2016 - July 31, 2017 Master Agreement "Journey Wireman"	August 1, 2017 – July 31, 2018	August 1, 2018 – July 31, 2019	August 1, 2019 – July 31, 2020
Electrician (Regular Full-time & Regular Part-time)	\$40.81	TBD	TBD	TBD	TBD
Electrical Foreman (Regular Full-time)	\$44.89	TBD	TBD	TBD	TBD
Electrician (Short/Long Call)	(100% of the Master Agreement)	(100% of the Master Agreement)	(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 Foreman. WSSC shops with a Foreman position shall not also have a lead position or lead premium pay.

HEALTH CARE BENEFITS

Base Rate: \$ 7.30

Effective	August 1, 2016	August 1, 2017	August 1, 2018	August 1, 2019
Employer Contribution: (per AHW)	\$7.30	TBD	TBD	TBD
Employee Contribution: (per month)	\$35	\$40	\$45	\$50

Beginning the first month after ratification of the 2016-2020 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

Effective	8/1/16	8/1/17	8/1/18	8/1/19
Rate	\$5.65	TBD	TBD	TBD

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.

ANNUITY BENEFITS

WSCC will contribute the amounts shown below per hour compensated for employees in Regular Full-time categories into the Puget Sound Electrical Workers Retirement Annuity Trust Fund. Annuity 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.

ELECTRICIANS ANNUITY

Effective	8/1/16	8/1/17	8/1/18	8/1/19
Rate	\$.05	TBD	TBD	TBD

All Benefit payments shall be due on the fifteenth (15th) of the month following the month in which the hours were worked. Each remittance shall be accompanied by a form which will be made available for this purpose.

ECONOMIC INCREASES DURING THE TERM OF THE AGREEMENT

Effective February 6, 2017, the Employer will make available for the employees eighty seven percent (87%) of any increase in the wages, health care, pension and/or annuity, and JATC contribution for Journey Wireman in the IBEW Local 46/Puget Sound Chapter, NECA Inside Construction Agreement. In calculating the amount available for allocation, the maximum increase allowable is capped at the 4.5 to 5 million hours level as provided in the NECA Agreement, if applicable. 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	August 1, 2016	February 1, 2017	August 1, 2017	February 1, 2018	August 1, 2018	February 1, 2019	August 1, 2019	February 1, 2020
Painter (Regular Full-time & Part-time)	\$33.39	\$33.79	\$33.99	\$34.39	\$34.79	\$35.24	\$35.69	\$36.14
Painter Foreperson (Regular Full-time)	+ 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
Painter (Short/Long Call)	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate	90 % of WSCC Painter Rate

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: \$6.40

Effective	8/1/16	7/1/17	7/1/18	7/1/19
Employee Contribution	\$35	\$40	\$45	\$50
Employer Contribution	\$6.40/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. 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” painters will be based on Actual Hours Worked and will be paid from the first hour worked.

PENSION BENEFITS: Current Rate: \$5.95

Effective	2/1/2017	2/1/2018	2/1/2019	2/1/2020
Rate	\$6.15*	\$6.35	\$6.55	\$6.70

*Does not include 26 cents that is currently diverted from wages.

Effective August 1, 2017, the employer will pay the twenty six cents (\$0.26) diversion required by the pension trust. Any amounts over the twenty six cents (\$0.26) 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.

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

New Funding Improvement Plan Language

The Painters Union will allocate a portion of their Pension increase toward the IUPAT Industry Pension Plan beginning February 1, 2017.

- Beginning February 1, 2017, 2018 and 2019 for each hour (prorated for portions thereof), for which an employee receives pay, calculated on a monthly basis, the Employer shall make a contribution of 5 cents to the IUPAT Industry Pension Plan.
- Beginning February 1, 2020 for each hour (prorated for portions thereof) for which an employee receives pay, calculated on a monthly basis, the Employer shall make a contribution of 6 cents to the IUPAT Industry Pension Plan.

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

CLASSIFICATION AND WAGES

POSITION
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	8/1/2016	8/1/2017	8/1/2018	8/1/2019
Parking Cashiers (Reg. FT)					
0 - 2080 AHW	\$17.27	\$17.66	\$18.06	\$18.47	\$18.89
2081 + AHW	\$18.95	\$19.38	\$19.82	\$20.27	\$20.73
Parking Cashiers (Reg. PT & OC)					
0 - 1040 AHW	\$16.25	\$16.62	\$16.99	\$17.37	\$17.76
1041 - 2080 AHW	\$16.92	\$17.30	\$17.69	\$18.09	\$18.50
2081 + AHW	\$18.95	\$19.38	\$19.82	\$20.27	\$20.73
Security (Regular FT)					
0 - 2080 AHW	\$20.89	\$21.36	\$21.84	\$22.33	\$22.83
2081 + AHW	\$21.93	\$22.42	\$22.92	\$23.44	\$23.97
Security (Regular OC)					
0 - 1040 AHW	\$20.04	\$20.49	\$20.95	\$21.42	\$21.90
1041 - 2080 AHW	\$20.77	\$21.24	\$21.72	\$22.21	\$22.71
2081 + AHW	\$21.51	\$21.99	\$22.48	\$22.99	\$23.51
Control Premium	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
Admission Attendants					
0 - 1040 AHW	\$14.41	\$14.73	\$15.06	\$15.40	\$15.75
1041 - 2080 AHW	\$14.96	\$15.30	\$15.64	\$15.99	\$16.35
2081 + AHW	\$15.29	\$15.63	\$15.98	\$16.34	\$16.71
*Lead Assignment Pay	\$1.25	\$1.25	\$1.75	\$1.75	\$1.75
Door Attendant	\$16.31	\$16.68	\$17.06	\$17.44	\$17.83
Transportation Attendants					
0 - 1040 AHW	\$15.40	\$15.75	\$16.10	\$16.46	\$16.83
1041 - 2080 AHW	\$16.00	\$16.36	\$16.73	\$17.11	\$17.49
2081 + AHW	\$16.31	\$16.68	\$17.06	\$17.44	\$17.83
*Lead Assignment Pay	\$1.25	\$1.25	\$1.75	\$1.75	\$1.75
Loading Dock Lead	\$18.11	\$18.52	\$18.94	\$19.37	\$19.81

AHW = Actual Hours Worked

Bike Patrol: \$0.60 / hour premium for actual hours worked on bike patrol. Effective August 1, 2017 Bike Patrol premium will increase to \$0.80/hour.

Freeway Park Garage: \$0.50 / hour premium for actual hours worked in the Freeway Park Garage

Lead Assignment Pay for AA's and TA's will increase to \$1.75/hour effective next pay period after ratification.

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

Parking Cashiers (Freeway Park Garage) Assignment Pay: Parking Cashiers will be paid an additional \$.50 per hour premium for actual hours worked in the Freeway Park Garage.

Bicycle Patrol: Effective August 1, 2017, Security Officers will be paid an additional \$.80 per hour premium for actual hours worked on bicycle patrol.

Transportation Attendants: After ratification, the parties will meet to discuss ways to rotate Transportation Attendants.

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 1(6) of RCW 41.04.230.

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

Effective:	1/1/2017	1/1/2018	1/1/2019	1/1/2020
Employer: Full-time	\$1451.80	7% Cap	7% Cap	7% Cap
Employee: Full-time	\$35.00	\$40.00	\$45.00	\$50.00
Employer: Part-time/On-call	\$1048.40	7% Cap	7% Cap	7% Cap
Employee: Part-time/On-call	\$25.00	\$30.00	\$35.00	\$40.00

SUMMARY OF BENEFITS

PLAN	Full Time	Part-Time/On-Call
	Plan Name	Plan Name
Medical	Plan A	Plan C
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

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 for probationary employees, nor made retroactively upon successful completion of probation.

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 B
CLASSIFICATIONS, WAGES AND BENEFITS
TEAMSTERS LOCAL 117**

PENSION BENEFITS

Effective	8/1/16	Upon Ratification	8/1/18	8/1/19
Rate	\$3.25	\$3.35	\$3.45	\$3.55

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

POSITION	Current Rates	8/1/2016	1st Pay Period - Ratification	8/1/2017	8/1/2018	8/1/2019
Landscaper						
Landscaper	\$25.30	\$25.93	\$26.71	\$27.31	\$27.79	\$28.28
Landscaper - Foreperson**	\$27.83	\$28.52	\$29.38	\$30.04	\$30.57	\$31.11
Custodian						
Custodian Regular Full-Time	\$18.82	\$19.29	\$19.87	\$20.32	\$20.68	\$21.04
Custodian Regular Part-Time	\$18.33	\$18.79	\$19.35	\$19.79	\$20.14	\$20.49
Custodial Crew Chief	\$24.03	\$24.63	\$25.37	\$25.94	\$26.39	\$26.85
Lead Assignment Pay	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Crew Chief Lead *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Set-Up Attendant - FULL TIME						
Set-Up Attendant	\$18.82	\$19.29	\$19.87	\$20.32	\$20.68	\$21.04
Set-Up Crew Chief	\$24.03	\$24.63	\$25.37	\$25.94	\$26.39	\$26.85
Lead Assignment Pay	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Crew Chief Lead *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Set-Up Attendant On-call						
0 - 1040 AHW	\$17.56	\$18.00	\$18.54	\$18.96	\$19.29	\$19.63
1041 - 2080 AHW	\$18.20	\$18.66	\$19.22	\$19.65	\$19.99	\$20.34
2081 + AHW	\$18.53	\$18.99	\$19.56	\$20.00	\$20.35	\$20.71
Lead Assignment Pay	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Crew Chief Lead *	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50

AHW = Actual Hours Worked

* Lead Assignment Pay will increase to \$2.50 / hour for shift when no Crew Chief is working

** Landscaper Foreperson rate is 10% higher Landscaper

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

HEALTH & WELFARE BENEFITS

Effective:	Current Rate	1/1/2018	1/1/2019	1/1/2020
Employer: Full-time	\$1451.80	5% Cap	5% Cap	5% Cap
Employee: Full-time Plan A	\$35.00	\$40.00	\$45.00	\$50.00
Employer: Part-time/On-call Plan C	\$1048.40	5% Cap	5% Cap	5% Cap
Employee: Part-time/On-call	\$25.00	\$30.00	\$35.00	\$40.00

SUMMARY OF BENEFITS

PLAN	Full Time	Part-Time/On-Call
	Plan Name	Plan Name
Medical	Plan A	Plan C
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

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 probationary employees, nor made retroactively upon successful completion of probation.

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: \$3.11

Effective	8/1/16	8/1/17	8/1/18	8/1/19
Rate	\$3.11	\$3.16	\$3.21	\$3.26

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**

POSITION	6/1/2017	1/1/2018	1/1/2019	1/1/2020		
Server						
0-1040 AHW	\$11.00	\$11.50	\$12.00	\$13.50		
1041-2080 AHW	\$11.05	\$11.50	\$12.00	\$13.50		
2080+ AHW	\$11.35	\$11.75	\$12.00	\$13.50		
Captain						
0-1040 AHW	\$11.15	\$11.65	\$12.35	\$13.85		
1041-2080 AHW	\$11.30	\$11.80	\$12.35	\$13.85		
2080+ AHW	\$11.75	\$12.10	\$12.35	\$13.85		
Bartender						
0-1040 AHW	\$16.52	\$16.72	\$17.02	\$17.32		
1041-2080 AHW	\$17.01	\$17.21	\$17.51	\$17.81		
2080+ AHW	\$17.75	\$17.95	\$18.25	\$18.55		
Lead Bartender						
0-1040 AHW	\$17.12	\$17.32	\$17.62	\$17.92		
1041-2080 AHW	\$17.61	\$17.81	\$18.11	\$18.41		
2080+ AHW	\$18.35	\$18.55	\$18.85	\$19.15		
POSITION	6/1/2017	8/1/2017	8/1/2018	2/1/2019	8/1/2019	2/1/2020
Showcase Server	\$27.20	\$27.45	\$27.70	\$27.95	\$28.20	\$28.45
Steward						
0-1040 AHW	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25
1041-2080 AHW	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
2080+ AHW	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
Steward Lead						
0-1040 AHW	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50
1041-2080 AHW	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
2080+ AHW	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00	\$18.25
Stand Worker						
0-1040 AHW	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
1041-2080 AHW	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
2080+ AHW	\$16.25	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50

APPENDIX D
CLASSIFICATIONS, WAGES AND BENEFITS
UNITEHERE LOCAL #8

POSITION	6/1/2017	8/1/2017	8/1/2018	2/1/2019	8/1/2019	2/1/2020
Stand Worker Lead						
0-1040 AHW	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75
1041-2080 AHW	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00	\$18.25
2080+ AHW	\$17.50	\$17.75	\$18.00	\$18.25	\$18.50	\$18.75
Stand Captain						
0-1040 AHW	\$16.75	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00
1041-2080 AHW	\$17.25	\$18.50	\$18.75	\$19.00	\$19.25	\$19.50
2080+ AHW	\$17.75	\$19.00	\$19.25	\$19.50	\$19.75	\$20.00
Prep Cook						
0-1040 AHW	\$15.65	\$15.90	\$16.15	\$16.40	\$16.65	\$16.90
1041-2080 AHW	\$16.15	\$16.40	\$16.65	\$16.90	\$17.15	\$17.40
2080+ AHW	\$16.65	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90
Prep Cook Lead						
0-1040 AHW	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90	\$18.15
1041-2080 AHW	\$17.40	\$17.65	\$17.90	\$18.15	\$18.40	\$18.65
2080+ AHW	\$17.90	\$18.15	\$18.40	\$18.65	\$18.90	\$19.15
Wild Rye Café Worker						
0-1040 AHW	\$15.65	\$15.90	\$16.15	\$16.40	\$16.65	\$16.90
1041-2080 AHW	\$16.15	\$16.40	\$16.65	\$16.90	\$17.15	\$17.40
2080+ AHW	\$16.65	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90
Baker						
0-1040 AHW	\$17.40	\$17.65	\$17.90	\$18.15	\$18.40	\$18.65
1041-2080 AHW	\$17.90	\$18.15	\$18.40	\$18.65	\$18.90	\$19.15
2080+ AHW	\$18.35	\$18.60	\$18.85	\$19.10	\$19.35	\$19.60
Baker Lead						
0-1040 AHW	\$18.65	\$18.90	\$19.15	\$19.40	\$19.65	\$19.90
1041-2080 AHW	\$19.15	\$19.40	\$19.65	\$19.90	\$20.15	\$20.40
2080+ AHW	\$19.60	\$19.85	\$20.10	\$20.35	\$20.60	\$20.85
Cook						
0-1040 AHW	\$18.25	\$18.50	\$18.75	\$19.00	\$19.25	\$19.50
1041-2080 AHW	\$18.85	\$19.10	\$19.35	\$19.60	\$19.85	\$20.10
2080+ AHW	\$19.85	\$20.10	\$20.35	\$20.60	\$20.85	\$21.10

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

POSITION	6/1/2017	8/1/2017	8/1/2018	2/1/2019	8/1/2019	2/1/2020
Cook Lead						
0-1040 AHW	\$19.50	\$19.75	\$20.00	\$20.25	\$20.50	\$20.75
1041-2080 AHW	\$20.10	\$20.35	\$20.60	\$20.85	\$21.10	\$21.35
2080+ AHW	\$21.10	\$21.35	\$21.60	\$21.85	\$22.10	\$22.35
Cook Supervisor						
0-1040 AHW	\$23.00	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00
1041-2080 AHW	\$24.00	\$24.00	\$24.25	\$24.50	\$24.75	\$25.00
2080+ AHW	\$25.00	\$25.00	\$25.25	\$25.50	\$25.75	\$26.00

AHW = Actual Hours Worked performing these duties

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 an Letter of Understanding between the parties.)

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 Washington State or Federal minimum wage, whichever is higher.

PENSION BENEFITS

Effective Date	Employer Contribution Subject to Rehabilitation	Rehabilitation Contribution	Total Employer Pension and Rehabilitation Contribution
8/1/16	\$0.65	\$0.06	\$0.71
1/1/17	\$0.65	\$0.16	\$0.81
1/1/18	\$0.65	\$0.26	\$0.91
1/1/19	\$0.65	\$0.36	\$1.01
1/1/20	\$0.65	\$0.45	\$1.10

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.

APPENDIX D
CLASSIFICATIONS, WAGES AND BENEFITS
UNITEHERE LOCAL #8

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.

HEALTH & WELFARE BENEFITS

Effective:	8/1/2016	6/1/2017	6/1/2018	6/1/2019
Employer Contribution	\$885	\$935	\$970	\$970
Employee Contribution:	\$30	\$35	\$40	\$40
Total:	\$915	\$970	\$1010	\$1010

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.

Benefits Provided to Employees

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

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 Hotel Employees Restaurant Employees Health and Welfare Trust Fund (also referred to as the "Welfare Trust") regardless of whether or not the employee is a member of the Union. WSCC agrees to abide by the Participation Language required for Hotel Employees Restaurant Employees Health and Welfare Trust Fund as set forth in the Health & Welfare Trust Rules.

APPENDIX D
CLASSIFICATIONS, WAGES AND BENEFITS
UNITEHERE LOCAL #8

Administrative Charge

It is understood that there is a minimum nineteen percent (19%) administrative charge added to all banquet food and beverage. Of that 19%, seventy-five percent (75%) is distributed to bargaining unit employees and the remaining twenty-five percent (25%) is retained by management. If the Employer raises the service fee charge during the life of this Agreement, the employee/management distribution split percentage shall apply to the increased service charge, except as outlined in the paragraph below.

Upon ratification of this Agreement, the Employer may increase the amount of the administrative charge assessed to customers from nineteen percent (19%) to twenty percent (20%). The additional one percent (1%) administrative charge will be utilized to fund wage and benefit improvements and shall not be applied to the employee administrative charge distribution formula until August 1, 2018, at which time seventy-five percent (75%) of the 20% will be distributed to bargaining unit employees and the remaining twenty-five percent (25%) will be retained by the Employer.

Administrative Charge Distribution Formula - General

- a) 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. 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%. Servers, Captains, Bartenders and Lead Bartenders are considered front of house and their relative share of the distribution is 93.8%
- b) 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.

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.

- c) The WSCC shall post, each pay period, the following information:
 - a) Total administrative charge pool dollars from the administrative charge charged for that payroll period.
 - b) Allocation distribution between employees and the Employer.
 - c) Total dollars credited to each participating classification.
 - d) Total hours worked by employees in each participating classification.

Administrative Charge Distribution Formula

The Bartender and Lead Bartender classifications shall receive 93.8% of the applicable (as specified under Administrative Charge above which is 75% currently) bar administrative charges collected. Bartenders shall receive 1 point per hour worked and Lead Bartenders 1.1 points per hour worked.

The Servers and Captain classifications shall receive 93.8% of the applicable (as specified under administrative charge above which is 75% currently) food administrative charges collected plus 10% of the 93.8% of the bar administrative charges collected. Servers shall receive 1 point per hour worked and Captains shall receive 1.1 point per hour worked.

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

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% of the applicable (as specified under Administrative Charge above, which is 75% currently) food administrative charges collected.

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.

Gratuities

At all retail locations except cash bars, the Employer agrees to include a tip line on receipts for transactions of \$25.00 or greater. Wild Rye Café shall continue to have tip jars and tip lines on all receipts.

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.

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

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.

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; Hostesses and Cashiers = \$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.

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.

On-call 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.

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.

APPENDIX D
CLASSIFICATIONS, WAGES AND BENEFITS
UNITEHERE LOCAL #8

Mandatory Days

For scheduling purposes, mandatory days (those days that must be included in the voluntary availability for priority scheduling) will be posted sixty (60) days before the mandatory day. Mandatory days will be limited to twenty four (24) mandatory days in a calendar year through December 31, 2017 and twenty six (26) calendar days per year commencing on January 1, 2018; until the expiration of this Agreement. The parties agree to meet in the first quarter of the year 2019 to review the impact of past mandatory days and explore alternative solutions to staffing mandatory days going forward.

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.

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.

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.

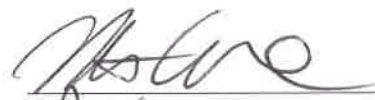
WSCC AND WSCC-LC SIGNATURES

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:  Date: 8/15/17
Title: PRESIDENT/CEO

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

By:  Date: 8-14-17
Title: Pres. Int WSCC-LC

DISTRICT COUNCIL OF CARPENTERS OF KING COUNTY AND VICINITY

By: [Signature] Date: 8-10-17
Title: Business Representative

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

By: [Signature] Date: 8/10/17
Title: Business Representative

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

By: [Signature] Date: 8/10/2017
Title: Business Representative

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

By: [Signature] Date: 8/18/17
Title: Secretary-Treasurer

PAINTERS DISTRICT COUNCIL, NO. 5

By: [Signature] Date: 8/14/2017
Title: Business Rep

SIGN AND DISPLAY WORKERS, LOCAL NO. 1094

By: [Signature] Date: 8/14/2017
Title: Business Rep

UNITEHERE, LOCAL NO. 8

By: Natalie Kelley Date: Aug 9, 2017
Title: Natalie Kelley

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286

By: Dave Rawlins Date: Aug 9, 2017
Title: Business Representative

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 6

By: [Signature] Date: 8/10/17
Title: PRESIDENT