SEATTLE CITY COUNCIL

Legislative Summary

CB 118646

Record No.: CB 118646 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 125015 **In Control:** City Clerk

File Created: 03/09/2016

Final Action: 04/01/2016

Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and Teamsters Local Union No. 117; and ratifying and confirming certain prior acts.

Notes:

Sponsors: Burgess

Attachments: Att 1 – Local 117 Agreement

Drafter: sarah.butler@seattle.gov

	Date
Filed with City Clerk:	
Mayor's Signature:	
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	03/14/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	03/16/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	03/17/2016	sent for review	Full Council			
	Action Text: The Council Bill (CB) was sent for review. to the Full Council						
	Notes:						
1	Full Council	03/21/2016	referred	Full Council			
	Action Text: The Council Bill (CB) was referred. to the Full Council						
	Notes:						
1	Full Council	03/28/2016	passed				Pass

Action Text: The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Bill:

Notes: Motion was made and duly seconded to pass Council Bill 118646.

In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1	City Clerk	03/29/2016	submitted for Mayor's signature	Mayor

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

Notes:

1	Mayor	04/01/2016	Signed	

Action Text: The Council Bill (CB) was Signed.

Notes:

1	Mayor	04/01/2016	returned	City Clerk

Action Text: The Council Bill (CB) was returned. to the City Clerk

Notes:

1	City Clerk	04/01/2016	attested by City Clerk	

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

Susan Coskey/David Bracilano/sb
SDHR Local 117 ORD
D1a

CITY OF SEATTLE

ORDINANCE 125015

COUNCIL BILL 118646

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and Teamsters Local Union No. 117; and ratifying and confirming certain prior acts.

WHEREAS, the previous agreement between The City of Seattle and Teamsters Local Union No. 117 that established wages, hours, benefits, and other conditions of employment expired on December 31, 2014; and

WHEREAS, employees represented by Teamsters Local Union No. 117 continued to work after the agreement expired on condition that the subject of their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and Teamsters Local Union No. 117; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation authorized in the attached collective bargaining agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute a collective bargaining agreement between the City and Teamsters Local Union No. 117, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between The City Of Seattle And Teamsters Local Union No. 117."

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 28th day of MARCH, 2016, and signed by me in open session in authentication of its passage this 28th day of MARCH, 2016.

President _____ of the City Council

Approved by me this 1st day of April, 2016.

Edward B. Murray, Mayor

Filed by me this 1st day of April, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1: Agreement By and Between The City Of Seattle And Teamsters Local Union No. 117

AGREEMENT

By and Between

THE CITY OF SEATTLE

AND

TEAMSTERS LOCAL UNION No. 117

**FOR SEATTLE CENTER
GUEST SERVICES PERSONNEL**

Effective January 1, 2015 through December 31, 2018

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PREAMBLE

THIS AGREEMENT is between the City of Seattle (hereinafter referred to as the City) and the Teamsters, Local Union No. 117 (hereinafter referred to as the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative Any reference to Guest Services or Guest Services Personnel is understood to mean the Admissions Personnel bargaining unit or members of the bargaining unit.

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions as enumerated in this Agreement for employees of the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

NONDISCRIMINATION

The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender. The parties agree nothing in this Contract shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington of all employees employed within the bargaining unit defined in Appendix A to this Agreement.

1.2 All employees covered by this Agreement who are "temporary employees" as that term is defined by City Ordinance are eligible for the following premium pay and benefit options and are subject to the terms and conditions herein not otherwise conflicting with other provisions of the Contract. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 6.

1.3 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in:

A. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

B. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or

C. A short-term assignment of up to one (1) year, which may be extended beyond one (1) year only while the assignment is in the process of being converted to a regular position, to perform work that is not ongoing regular work and for which there is no regularly budgeted position; or

D. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three (3) years and may also be extended while the assignment is in the process of being converted to a regular position; or

E. A term-limited assignment for a period of more than one but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

2. Temporary workers in the following types of assignments shall cease receiving premium pay at the time indicated and begin receiving wage progression and benefits as provided in SMC 4.20.055 D:

A. Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

B. Term-limited assignments starting with the first day and for the duration of the assignment.

C. Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

3. Premiums Applicable Only to City of Seattle Temporary Employees Who Are Not In Benefits-Eligible Assignments: Each employee employed in positions covered by this Agreement shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the employee unless the employee is in a benefits-eligible assignment:

A. 0001st hour through 0520th hour..... 5% premium pay

B. 0521st hour through 1,040th hour..... 10% premium pay

C. 1,041st hour through 2,080th hour..... 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, he/she shall receive twenty percent [20%] premium pay.)

D. 2,081st hour + ... 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, he/she shall receive twenty-five percent [25%] premium pay.)

E. The appropriate percentage premium payment shall be applied to all gross earnings.

3.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that employee as long as the employee continues to work for the City without a voluntary break in service as set forth within paragraph 10 below. Non-overtime hours already worked by an existing employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that an employee be available to work for a minimum number of hours or periods of time during the year.

3.2 The premium pay in paragraph 3 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the employee to whom it applies.

4. Medical, Dental and Vision Coverage to Temporary Employees Who Are Not In Benefits-Eligible Positions: Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

4.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

5. Holiday Work For Non-Benefits-Eligible Temporary Employees: A Non-benefited temporary employee who works on any of the specific calendar days designated as paid holidays, as specified in Section 17.9.D, shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. As distinguished from Regular Employees (who honor the holiday on the preceding Friday or following Monday adjacent to the holiday), the holiday premium pay shall apply to these temporary employees who work on the weekend day specified as the holiday listed and dated in Section 17.9.D.

5.1 Benefits-Eligible Temporary Employee Holiday Pay: A Benefits-eligible temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as he or she remains in such eligible assignment.

5.1.1 To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 17.9.D.

5.2.2 Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same work week.

5.2.3 Temporary employees who work less than eighty (80) hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

5.3 A temporary employee shall receive two (2) personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.

5.3.1 Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

5.3.2 A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

6. A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within paragraph 10.

7. Premium pay set forth within paragraph 3 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral

leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in this appendix.

8. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within paragraph 3 to all or some groups (departmental or occupational) of employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in paragraph 3 shall no longer be applicable to that particular group of employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in paragraph 3 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in paragraph 3 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

9. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

10. The premium pay provisions set forth within paragraph 3 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the employee. A voluntary break in service shall be defined as quit, resignation, service retirement, or failure to return from an unpaid leave. If the employee has not worked for at least one (1) year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

11. A temporary employee who has worked one thousand and forty (1,040) straight-time hours and is receiving benefits from the City may, by mutual agreement, be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

12 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

13. The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period: provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 3, or solely to avoid considering creation of regular positions.

14. In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the Union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

15. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

16. Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.

ARTICLE 2 - RIGHTS OF MANAGEMENT

2.1 The right to hire, promote, discipline and/or discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its Departments except as may be limited by an express provision of this Agreement.

2.1.1 Seattle Center shall have the sole discretion to determine how many employees it will recruit or maintain on its employment lists. Such lists may be reduced or added to at the sole discretion of the Center. Before the Center reduces the number of employees (by layoff), it shall provide written notice to the Union at least thirty (30) calendar days before the reduction and shall agree to meet with the Union, upon its written request, to bargain the effects of the layoff.

2.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs within the bargaining unit, in accordance with their job classification or title. Staff who choose not to work the post assigned to them at an event will be released from the shift and will not be compensated for any time on that shift beyond the time actually worked. Further, such refusal will be the basis for disciplinary action.

2.3 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees.

2.4 In establishing new and/or revising existing performance standards, the City shall meet, prior to implementation, with Union and employee representatives in a labor-management committee meeting to jointly discuss such performance standards. The City also agrees that performance standards shall be reasonable.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Discipline: Employees shall not be disciplined or discharged without just cause. Discipline shall be progressive up to and including discharge preceded by oral and written warning and suspension, except the seriousness of the offense will determine the level of discipline imposed.

3.2 Personnel Files: Employees shall have the right to inspect their personnel files per the terms and conditions of RCW 49.12.240 and .250.

3.2.1 Subject to the employee's consent and knowledge, a specified authorized representative may review his/her file(s). These files consist of multiple parts which are not maintained in a single location. Specifically, a personnel record is maintained in Human Resources, as is a separate, confidential health and safety record. Additionally, a supervisor's file is maintained by the unit supervisor.

3.2.2 Typically, the personnel record maintained in Human Resources (HR) will contain job application(s), performance evaluations, disciplinary documents, and such additional communications as are needed to track and record an individual's employment with the City.

3.2.3 The contents of the health and safety record will include records of any on-the-job injury and claims, records of examination by medical authority related to pre-employment and inquiry into injury on the job, and any other information which might be regarded as medical in nature in conformance with federal statute.

3.2.4 The supervisor's file is maintained in the unit by the supervisor and may contain scheduling information, requests for release from scheduled shifts, notices of minor performance/attendance infractions, responses to such notices, coaching memos, performance notations provided by Head and Assistant Head Ushers, ESR, the public, and clients, and any other memoranda which may aid in the daily management of the unit.

3.2.5 All three (3) files are maintained in a confidential manner, consistent with the requirements of state statutes regarding disclosure of public records. Some duplication of contents may occur between files, but removal of a document from one will result in removal from all.

3.2.6 An employee will be provided a copy of positive or adverse material placed in or removed from his/her personnel record. The employee may attach comments to materials placed in his/her file(s), and request that documents be removed from his/her file(s).

3.3 Utilization of Contract Services: The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available

within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

3.3.1 Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

3.3.2 The Union recognizes that the City may use contracted personnel for search concerts and festivals; however, the level and use of Guest Services personnel and contractors will be defined through the Joint Labor-Management Committee. In the case of search concerts, depending on the nature of the work, the Seattle Center may use Guest Services personnel for some assignments. In the case of major festivals, the City and the Union shall define the staffing levels and the uses of Guest Services personnel and contractors for major festivals through the Joint Labor-Management Committee.

3.3.3 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

3.4 Facility Closures: When a Seattle Center facility closes for repair, renovation, etc., Guest Services personnel typically assigned to such facility will be utilized to the fullest extent possible for the remaining work, consistent with contractual obligations to clients, contractors and in consideration of the nature of the work to be performed. The Union and Seattle Center will meet to discuss and resolve issues of application of seniority in such circumstances.

3.4.1 When Seattle Center acquires a facility and is responsible for managing the facility, Guest Services work will be the work of the bargaining unit subject to the provisions of this Agreement.

3.5 Employment Security: Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing work-place issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

3.5.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

3.5.2 In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this Employment Security provision.

ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE

4.1 The City and the Union, recognizing the value of mutual cooperation, hereby agree to establish a joint committee to enhance labor-management relations within the Seattle Center. The function of the committee is to discuss methods and means to enhance event services, promote implementation of this Agreement, as well as to discuss any other matters pertaining to events services and/or the welfare of Guest Services employees covered by this Agreement.

4.2 The Union representatives and/or the City representatives may initiate discussion of any subject outlined above. An agenda describing the issues in question shall be prepared by the party presenting topics for discussion and shall be distributed to all committee members at least three (3) days in advance of each meeting. This committee shall discuss all problems submitted by representatives of either party in hopes of facilitating a possible resolution to those problems and shall function in an advisory capacity rather than a final decision-making capacity; provided, however, it is understood that this committee shall not be considered a collective bargaining forum nor shall this Article be construed to limit, restrict or reduce the management's rights outlined in this Agreement.

4.3 Said committee shall consist of no more than ten (10) members, five (5) of whom shall be designated by the Director of Seattle Center and five (5) by the Union. One of the Union's designees shall be a Business Representative of the Union and the Union's other four (4) designees shall be members of the bargaining unit, one from each representative area when applicable.

4.3.1 One of the City's designees shall be the City Director of Labor Relations or his/her designee and the City's other four (4) designees shall be Seattle Center employees appointed by the Director of Seattle Center.

4.3.2 Bargaining unit members and City management personnel may attend the meetings for purposes of observation. A reasonable limitation on the number of attendees may be imposed by mutual agreement of the parties to this Contract.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees of the bargaining unit. To this end, each employee shall as a condition of employment pay to the Union the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence as of the first calendar month commencing at least thirty (30) days following the employee's date of hire.

5.1.1 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union initiation fees and regular Union dues to a nonreligious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues. Employees who so contribute shall provide the Union with written notice of such payment in the form of a signed receipt from the charitable organization or such other arrangement as is acceptable to the Union.

5.2 The City agrees to deduct from the paycheck of each employee who has so authorized it the initiation fees, assessments, and regular monthly dues uniformly required of members of the Union. The deduction of Initiation fees may be split as provided on a payroll deduction authorization form. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City.

5.3 Democrat, Republican, Independent Voters Education (D.R.I.V.E.): Upon receipt of a written authorization form that conforms to legal requirements, the City shall deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same as directed by the Union on a check separate from the Union dues transmittal check. The Union shall have the responsibility to inform employees as required by law concerning the employee's right to revoke the request for said deduction.

5.4 Written notice of failure to comply with Section 5.1 through 5.2 shall be provided to the employee by the Union with a copy provided to the Seattle Center Human Resources Manager. Should the employee fail to comply within thirty (30) calendar days of such notice, the Union shall thereafter notify the Human Resources Manager and the employee in writing if it intends to seek discharge of the employee. Such notice shall clearly inform the employee that failure to make such payment will subject the employee to discharge by the City.

5.5 The Union will indemnify, defend, and hold the City harmless against any claims made against, and any suit instituted against the City arising out of the administration of this Article. The Union agrees to refund to the City any amounts paid to it in error on account of the check-off provisions established above upon presentation of proper evidence thereof; or correcting adjustments may be made on the following month's payroll.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 For purposes of this Agreement, any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance.

6.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.

Removal of an employee from a list on which the employee has provisional placement pursuant to Section 15.15 of Article 15 shall not be a proper subject for this grievance procedure. Removal for a newly hired employee under the terms of that provision shall be deemed a termination of employment and shall also not be a subject for this grievance procedure.

6.3 Because it is mutually beneficial to resolve disputes at the lowest possible level, thereby avoiding the filing of grievances, employees and their shop stewards are encouraged to discuss issues with an immediate supervisor in a timely manner prior to filing a grievance hereunder, but in no event does this informal discussion extend the time limits for filing a grievance set forth in Section 6.4, Step 1.

6.4 A contract grievance shall be processed in accordance with the following procedure:

6.4.1 Step 1: A contract grievance shall be presented in writing by the Union Representative to the Guest Services Manager or his/her designee and or the Seattle Center Director's designee within fifteen (15) business days of the alleged contract violation. The written grievance shall include: 1) a description of the facts and circumstances of the grievance, 2) identification of the Section(s) of the Agreement allegedly violated, and 3) the proposed remedy. The Guest Services Manager, his/her designee and/or the Seattle Center Director's designee shall consult and/or arrange a meeting within five (5) business days with the Union Representative to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The grievance shall be answered in writing within ten (10) business days after discussion of the alleged contract grievance with the Union Representative.

6.4.2 Step 2: If the contract grievance is not resolved as provided in Step 1, it shall be forwarded in writing together with a written statement as to the Union's reason for non-acceptance of the Step 1 response, by the Union's Representative, to the City Director of Labor Relations with a copy to the Seattle Center Director within ten (10) business days after the Step 1 answer is received by the Union.

6.4.3 Mediation: At the time the aggrieved employee and/or the Union submits the grievance to the Seattle Center Director and the City Director of Labor Relations, the Union Representative or his/her designee or the aggrieved employee or the Seattle Center Director may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Union Representative or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) working days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the Seattle Center's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) working days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or his/her designee shall be so informed by the ADR Coordinator.

6.4.4 The parties to mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the Collective Bargaining Agreement or to create a precedent regarding the interpretation of the Collective Bargaining Agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

6.4.5 If the grievance is not resolved through mediation or mediation is not pursued, the Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the Seattle Center Director who shall, in turn, provide the Union with an answer ten (10) business days after receipt of the contract grievance or the meeting between the parties.

6.4.6 As part of its submission of the grievance as provided for above, the Union Representative may propose to the Director of Labor Relations an alternative process for resolution at Step 2. Upon concurrence of the Director of Labor Relations, the Seattle Center Director, and the Union, the parties may agree to refer the matter to a committee made up of two (2) representatives designated by

the Employer and two (2) representatives designated by the Union who shall meet at a mutually agreeable time for the purpose of resolving the grievance. The Union shall name its committee members in the letter in which the Union pursues the grievance to Step 2 and the alternative process is proposed. The committee shall, within ten (10) business days of having met, provide a written finding as to its recommendations for resolving the matter or a notice of impasse to the Union, the Director of Labor Relations, and the Seattle Center Director.

6.4.7 If the Seattle Center Director, the Director of Labor Relations, and the Union are not agreeable to the proposed resolution, the matter will be considered unresolved.

6.4.8 (Bargaining unit employees who may be designated by the Union to participate as a committee member shall not be on paid City time for this process as with all other grievance meetings.)

6.4.9 Step 3: If the contract grievance is not settled in Step 2, it may be referred to the Federal Mediation and Conciliation Services by the Union or the Employer for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the decision in Step 2.

6.4.10 Mediation can be requested at Step 3 in the same manner as outlined in Step 2. If the grievance is to be submitted to binding arbitration following mediation, it must be submitted within the time frame specified in Step 3 and processed within the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

6.4.11 The parties agree to abide by the award made in connection with any arbitrable grievance. There will be no suspension of work, slowdown or curtailment of services while any grievance is in process of adjustment or arbitration.

6.4.12 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

B. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

E. In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law.

6.5 If at any step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.

6.6 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure of the Seattle Center management and/or Seattle Department of Human Resources to properly comply with the time limits herein shall have the effect of automatically allowing the Union to advance the grievance to the next step.

6.6.1 Provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

6.7 Arbitration awards and grievance settlements shall not be made retroactive beyond the date of occurrence or nonoccurrence upon which the grievance is based, that date being sixty (60) calendar days or less prior to the initial filing of the contract grievance.

6.8 Peer Review: The parties have agreed through a Memorandum of Agreement that either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process.

6.9 Offer of Settlement: The parties have agreed through a Memorandum of Agreement that either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.4.c.

ARTICLE 7 - WORK STOPPAGE

7.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

7.2 In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives; provided that in the event of such unauthorized action, they first meet the following conditions:

A. Within not more than eight (8) hours after notification by the City of the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;

B. The Union, its officers and representatives shall promptly order its members to return to work notwithstanding the existence of any wildcat picket line;

C. The Union, its officers and representatives will, in good faith, use every reasonable effort to terminate such unauthorized action;

D. The Union shall not question the unqualified right of the City to discipline or discharge employees engaged in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY

8.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix A, attached hereto and made a part of this Agreement. The rates in Appendix A are illustrative of the increases provided in Articles 8.1.1 through 8.1.4 and any discrepancies shall be governed by those Articles.

8.1.1 Effective December 31, 2014 wages will be increased by 2.0%.

8.1.2 Effective December 30, 2015, wages will be increased by 2.0%

8.1.3 Effective December 28, 2016, wages will be increased by 2.5%.

8.1.4 Effective December 27, 2017, wages will be increased by 2.75%.

8.2 Intermittent employees performing work of the bargaining unit covered by this Agreement shall be eligible for premium pay and other benefit options as provided in Article 1.

8.2.1 Intermittent employees are temporary employees as that term is defined by City ordinance for purposes of eligibility for benefits as provided for in Article 1.

8.3 Regular employees in positions covered by this Agreement shall be eligible for benefits as provided in Articles 17 and 18 and shall be paid the rates of pay as provided for in the section so designated in Appendix A.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Leave of absence may be granted provided:

A. The employee requests the leave in writing.

B. The request is received by the Guest Services Manager ten (10) business days prior to the date requested except in an emergency or as in Section 9.2(a).

C. The reason for the leave is consistent with Section 9.2.

9.2 Duration of leave of absence will be in accordance with the following:

A. Disability: For the period of time of disability up to twelve (12) months. In cases of such disability, the employee must submit a request for a leave of absence within two (2) weeks from the day he or she was off the job or released from a hospital if the disability was unanticipated. The Guest Services Manager may require reasonable proof sufficient to verify the employee's need for a medical leave of absence and the employee's ability to return to work.

B. Military Service: For the period of time necessary to serve in the Armed Forces of the United States.

C. Business Reasons: For up to a total of ninety (90) days in a twelve (12) month period.

D. Other reasons including, but not limited to, family circumstances, travel, education and other reasons that the Guest Services Manager or his/her designee considers valid--for up to a total of ninety (90) days in a twelve (12) month period.

E. The minimum period for a leave of absence shall be one (1) week.

9.2.1 The combination of leave for c. and d. above may not exceed one hundred twenty (120) days in the same twelve (12) month period.

9.3 The employee will be given a written response within seven (7) business days of his/her request for a leave of absence. If the leave is granted, the duration of the leave will be stated in the response. All extensions, if granted, shall be authorized in writing.

9.4 The employee shall notify the Guest Services Manager in writing of his/her availability for work by the date of the expiration of an authorized leave of absence, or whenever the employee is available for work, whichever occurs first. The

employee who does not make contact with the Guest Services Manager per this Section of the Agreement will be notified of this noncompliance by a certified letter requiring the employee to respond within ten (10) business days of the notice mailing date. Should the employee fail to be available for or accept work thereafter, he/she will be considered to have quit his/her employment.

9.5 The employee will be reactivated on the call list(s) within five (5) business days after the Guest Services Manager or his/her designee is notified by the employee that he/she is ready to return to work and shall be eligible for assignments to be made after that date.

ARTICLE 10 - SUBORDINATION OF AGREEMENT

10.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state laws and the City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal or state law or City Charter are paramount and shall prevail.

10.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City ordinances and said ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 11 - UNION REPRESENTATIVES

11.1 Authorized representatives of the Union may, after notifying the Guest Services Manager during normal business hours, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances or other matters relating to this Agreement. Only in those cases where the timely investigation of grievances relating to this Agreement would be seriously jeopardized will notification to the Guest Services Manager be circumvented. However, in no case will a visit to the work location occur without notification to the City official in charge at that work location. Such representatives shall limit their activities during such visits to matters relating to this Agreement. City work hours shall not be used by employees or Union Representatives for the conduct of Union business or the promotion of Union affairs.

11.2 The City agrees to recognize employees appointed as shop stewards by the Union. The Union shall make available to the City a complete list of stewards and shall update such list when changes occur.

11.3 The Union will be allowed access to and use of bulletin board space solely for the purpose of posting Union notices relating to general Union activities. All such notices, prior to posting, will be signed by a shop steward or the business agent or elected officer of the Union and cleared with the Director of Seattle Center or his/her designee. The designee for the Guest Services Unit shall be the Guest Services Manager, or Executive to whom he/she reports, or the Seattle Center Human Resources Manager.

11.4 The Employer shall make available to the Union annually during the month of September a complete listing of employees in the bargaining unit by facility list and classification in seniority order based first on date of placement, and then on date of hire in the Guest Services Unit. Changes in status shall be forwarded to the Union as these changes occur.

11.5 Union representatives and/or members of the bargaining unit not assigned to an event in progress shall not attempt to gain access to the Employer's premises during such event for purposes other than stated in Section 1 of this Article.

11.6 The City agrees to supply the Union with a copy of each letter, memorandum, or other written notice of a disciplinary nature given to individuals of the bargaining unit or notices made available to all members of the bargaining unit. However, the City will ask the employee, and if the employee says "no," then a copy of the written notice of a disciplinary nature will not be sent to the Union.

1.7 The City agrees to notify the Union in writing at least ten (10) business days prior to the proposed date of implementation of any changes in rules, regulations, procedures, and practices, which affect negotiable wages, hours, and working conditions. This shall not prevent the City from implementation if such notice has

not been given, nor shall it limit the City's obligation to negotiate with the Union as required by law.

11.8 The parties to this Agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

A. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;

B. No more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.

C. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

ARTICLE 12 - WORK OUTSIDE OF CLASSIFICATION

12.1 An intermittent employee who has not met his/her annual minimum hours quota, as defined in the Dispatch Procedure Memorandum of Understanding, and remains on the seniority list will not be given seniority priority for out of classification assignments until he/she has completed the minimum hours requirement. At that time, he/she will be returned to his/her normal seniority position for out of classification work.

12.2 Employees on out of classification lists need to demonstrate a willingness to work in such position(s). Employees who do not demonstrate such willingness will be notified in accordance with the notification procedures in the Dispatch Procedure Memorandum of Agreement. The parties agree that all cases will be considered on a case-by-case basis, but acknowledge that demonstrated unwillingness to work may result in an employee being dropped from an out-of-class list(s).

12.3 Whenever an employee is assigned by proper authority to perform all of the duties and accept all of the responsibility of an employee at a higher-paid classification for at least one hour or longer, he/she shall be paid at the rate established for such classification while performing such duties and accepting such responsibility. Proper authority shall be a supervisory employee in the line of organization which shall normally be the Head Usher or an Events Service Representative. In the event a supervisor's position is to be filled, proper authority shall be the Guest Services Manager or Event Service Representative. In the absence of both, a line of progression shall be as established by policy of the Guest Services Manager; provided, however, the Seattle Center Director or his/her designee shall have the sole authority to direct Supervisors or Events Service Representatives as to when to assign employees to a higher classification.

12.4 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under this bargaining unit to another bargaining unit shall remain under the jurisdiction of this bargaining unit until such time as his/her promotion becomes permanent.

ARTICLE 13 - SAFETY STANDARDS

All work shall be done in a competent and safe manner and in accordance with the State of Washington Safety Codes and safety procedures and regulations of Seattle Center and the City of Seattle.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 The workweek is Wednesday through Tuesday.

14.2 All time worked by an intermittent employee in excess of eight (8) consecutive hours shall be compensated at the overtime rate of one and one-half (1 ½) times the established regular straight-time rate of pay. "Consecutive hours" shall be defined to include circumstances where there is a break of one (1) hour or less between work times. It is agreed that an employee need not be assigned to work if overtime pay would be required.

14.3 Employees who work in excess of forty (40) hours in any one (1) work week shall receive one and one-half (1 1/2) times the regular straight-time rate of pay for all hours worked in excess of forty (40). It is agreed that the City has the right to monitor all overtime and that, should an employee be scheduled to work an event that would result in the employee working beyond forty (40) hours in a work week, the City will determine if such employee will work the event.

14.4 The base rate from which the overtime rate shall be computed is the rate of the position to which the employee is assigned while working on an overtime basis.

14.5 Intermittent employees called to work an event shall be paid a minimum of four (4) hours at the straight-time rate of pay and shall remain on duty for the number of hours as determined by the Guest Services Manager. Seattle Center management shall determine the hours of a shift, the length of a shift, and may add to or reduce the number of hours of a shift. When shift hours are unexpectedly extended, employees may request they be relieved from duty and not required to work the extra hours if the hours will conflict with other employment or cause other personal hardship. It shall be the determination of the Guest Services Manager as to whether the request will be approved. An employee shall be paid only one four (4) hour minimum in one day from a single promoter or licensee, regardless of the number of performances, unless a break without pay exceeding two (2) hours is required between performances.

A call for one (1) exhibition, trade show, festival, meeting, or convention shall not be considered more than one (1) call for which one (1) four (4) hour minimum is due unless a required break exceeds two (2) hours. Separate four (4) hour minimums are due for work at separate performances sponsored by separate promoters on a single day.

14.5.2 For the purposes of this Section, a shift that begins in one (1) twenty-four (24) hour day and extends into the next twenty-four (24) hour day shall be considered "worked" in the same day.

14.5.3 For any day's schedule of events, the Employer shall schedule an employee for at least one event or performance, assuming events are scheduled, and based on

his/her seniority and availability and the needs of the lessee. A second event may be scheduled for any one employee, but only after consideration has been given to other employees who have signed up for work that day.

Employees who are scheduled to work and report for work but are not assigned when they report shall be paid a minimum of four (4) hours at the regular straight-time rate of pay, unless the event is canceled for any reason. If an event is canceled, employees shall be paid two (2) hours at the regular straight-time rate of pay.

14.5.5 Employees may be released from work prior to the four (4) hour minimum due to event staffing needs. Determination as to how many staff will be released early is at the discretion of management.

14.5.6 Senior employees have first right of refusal.

14.5.7 If the employee requests to be released prior to working four (4) hours, the four (4) hour minimum payment shall not apply.

14.5.8 If the Employer directs the release of an employee prior to the employee working four (4) hours, the employee shall receive the minimum four (4) hours payment.

14.5.9 An employee assigned to work may be reassigned to work a second facility/event/ performance during the scheduled hours of work of the original assignment without an additional four (4) hour minimum. If reassignment results in assignment to a lower-paid job title than in the original assignment, the employee will be paid at the higher rate for the reassignment even though not performing work at that level. For example, this means that an employee originally scheduled to work a KeyArena event who would have been assigned to a Door Attendant position, will be paid as a Door Attendant if reassigned to McCaw Hall as an Usher.

14.6 Effective January 1, 2015,, when a temporary employee exceeds the threshold for overtime pay as defined in subsection 14.2 of this Article by at least two (2) hours, the employee shall be paid a maximum of ten dollars ($10.00) as allowance for a meal.

14.6.1 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

14.7 Any employee assigned the scheduling function or related administrative work, or wardrobe functions, shall be paid only for the actual hours worked. The same shall apply to hearing tests required by the Employer.

14.7.1 Any employee assigned to attend employee meetings or required training shall be paid a minimum of two (2) hours unless the work/meeting is scheduled immedi-

ately prior to an event at which the employee is working, in which case the employee shall be paid only for the actual hours worked.

14.8 Employees who are required by the City to work at least four (4) consecutive hours and are required to remain visibly on duty at all times shall be entitled to one fifteen (15) minute break for each such four (4) hour period.

14.9 Time worked beyond the time paid for by the minimum call pay will be rounded upward to the next higher quarter hour and the pay for such work will reflect such rounding. For example, if an employee works twelve (12) minutes beyond the four (4) hour minimum, he/she will be paid for four and one-quarter (4.25) hours; if he/she works forty (40) minutes beyond the four (4) hour minimum, he/she will be paid for four and three-quarters (4.75) hours.

14.10 An employee injured on the job and required to leave the job site due to the injury shall be compensated for a four (4) hour minimum call, or for the number of hours specifically scheduled for the employee for that assignment. In no event shall the employee be compensated for more than eight (8) hours.

14.11 There shall be no pyramiding of overtime pay.

ARTICLE 15 - GENERAL CONDITIONS

15.1 Failure to attend required training may be subject to progressive discipline. When feasible, Seattle Center will schedule multiple training sessions.

15.2 The City shall provide and clean uniforms on a reasonable basis when employees are required to wear uniforms. The uniforms shall be the property of the City and shall be stored on the City's premises at the end of each employee's shift. The Center shall have the right to replace or revise any uniforms provided.

15.3 The Union and the City hereby agree that a proper visual image of Seattle Center employees to the public is essential, and, as such, employees are required to wear the appropriate uniforms and/or specific garments provided and other specified apparel.

15.3.1 The Center shall specify certain types and colors of garments employees are required to provide and wear with the uniforms which are provided by the Center. These garments shall be provided by employees at their own expense. Current specified garments are: white shirt/blouse, black slacks/skirt, and black shoes. The City recognizes the requirement to negotiate with the Union should the City choose to make changes in the garments employees are required to provide outside of the basic garments and colors already described herein. The Center shall determine whether the garments provided by the employee are presentable. Staff shall adhere to the guidelines relating to uniforms, clothing and personal appearance as outlined in the Seattle Center's Guest Services Operational Guidelines after approval of the Labor Management Committee

15.4 Storage space for wearing apparel shall be provided by the City on the City's premises; in addition, the City shall, where appropriate, provide an attendant to check out and in all wearing apparel provided by the City. The person performing these duties may also work an event in some other capacity. Personal effects may be stored in the area provided by the City for the storage of City-furnished wearing apparel.

15.5 Employee name plates shall identify employees by first name and last name initial and employee number only or as otherwise agreed by the parties. Identification cards shall not be used to gain access to a paid event unless the employee is assigned to work that event. Personnel who misuse their cards will be subject to disciplinary action that may include dismissal.

15.5.1 Picture Identification cards may be issued and, if so issued, shall be worn in a conspicuous place by all employees within the bargaining unit.

15.6 Employees shall pay the published rates for parking at Seattle Center lots but shall be eligible for parking discount privileges consistent with those offered to other Seattle Center employees who pay for parking.

15.6.1 Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is now limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

15.7 Employees are encouraged to use direct deposit. For employees who do not choose direct deposit, paychecks shall be mailed to the employee's designated address.

15.8 The Employer shall make available to employees working alone in a closed facility a two-way radio which shall remain the property of the City. The Employer shall make necessary rules and procedures for check-out and return of radios.

15.9 This Agreement shall represent all employee rights, privileges, and benefits granted by the City to its employees. Unless specifically and expressly set forth in this Agreement, all rules, regulations, practices and benefits previously granted are not in effect.

15.10 The Union and the City hereby agree that the City of Seattle Affirmative Action program will be adhered to in relation to the employees covered by this Agreement.

15.11 Where those duties covered by this Agreement are assigned to a different or new classification, the Union will continue to be recognized as the exclusive bargaining representative for those duties.

15.12 A Door Attendant is one who controls the movement of people through doors or gates, but is not required to prevent unauthorized entry into buildings or designated areas through doors not designated as authorized entrances.

15.13 With respect to filling positions, the Center shall post opening notices for Usher positions for seven (7) business days and all other position openings shall be posted for the period designated by the Seattle Department of Human Resources for such postings for regular City positions. Postings shall be made in each room normally used by Guest Services personnel in the Key Arena, McCaw Hall, as well as other locations as determined by the Seattle Center Human Resources Manager. Qualifications for acceptance of application, if any, shall be included in the opening notice.

15.14 Employees must be specifically qualified by Seattle Center to work as Head Usher, Assistant Head Usher, Door Attendant, and Guards. Current Head and Assistant Head Ushers, and Guards shall remain on separate lists for each job title in the seniority order in which they were placed. Employees shall be notified within thirty (30) calendar days of their selection for placement on these lists once

the selection has been made, or the Guest Services Manager shall post a notice on bulletin boards identifying those employees selected.

15.15 Provisional Placement: Newly hired intermittent employees and current employees who apply and are determined to be qualified for placement on a seniority list for any job title shall be placed on the seniority list on a provisional basis pending a final review and determination of acceptable work performance. Such determination shall be made by the Guest Services Manager within one calendar year of placement on a list or after completion of twenty (20) assignments, whichever occurs first. Removal from a list within this provisional placement period shall not be a proper subject for the grievance procedure herein.

15.15.1 Removal for a newly hired employee under this provision shall be deemed a termination of employment. Newly hired intermittent employees terminated from employment within the first five hundred (500) hours of employment shall not have the right to grieve such action under the grievance and arbitration provisions herein.

15.16 References in this Agreement to time lines use the term "business days," which shall be defined as Monday through Friday except for City-designated holidays normally observed on those days by City offices. A deadline which falls on such a holiday will be extended to the next business day.

15.17 An employee who fails to return a uniform, badge, and/or keys when required to do so, including resignation or termination from employment, shall have the replacement cost deducted from his/her next paycheck.

15.18 Prior to and/or following an employee's shift, and/or during an employee's breaks during a shift, an employee may make purchases at concession and souvenir stands. Such purchases shall not be made by an employee during work time. Further, delays caused by an employee who is engaging in a purchase during authorized time shall not be accepted as a valid reason for an employee not being able to begin work on time or extending an employee's break beyond the authorized time.

15.19 The City and the Union each reserve the right to re-open for negotiations the terms applicable to physically operating the new facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to this contract.

15.20 The Stage Door position at the McCaw Hall shall be staffed by members of Public Service and Industrial Employees, Local 1239, Security Officers. The interior back stage - house entrance, shall be staffed by Guest Services staff.

15.21 Non-profit events at the Nesholm Lecture Hall shall utilize no less than one (1) bargaining unit member in the classification of Door Attendant, or a higher

classification. Non-profit promoters shall have the option of utilizing up to four (4) volunteers per event to staff Nesholm Hall (in addition to the paid bargaining unit member(s).

15.22 Transfer of Business or Business Interest: Prior to any sale or transfer of business or business interest in Seattle Center, the City agrees to meet with the Union to bargain the effects and/or impacts that such transfer may have on the bargaining unit members. The City shall notify the Union in as far in advance as possible so as to permit full discourse in the matter.

15.23 On the Job Training: The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the Union. The issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

15.24 The parties agree that Guest Services Personnel at the Seattle Center who leave temporary employee status for regular appointment and later return from regular appointment to temporary employee status without a break in paid status shall retain the premium pay level they previously had as a temporary employee.

15.25 If at any time an Intermittent Seattle Center Guest Services employee chooses to transfer from the Guest Services Unit to another City department or Seattle Center Unit and they find they would like to return to Seattle Center Guest Services, they may retain their seniority in the Guest Services work list if they return within ninety (90) days of their transfer. If they resign from the City of Seattle or decide to return after ninety (90) days, they will be required to reapply for employment. If rehired, they will be placed at the bottom of seniority on the work list. (Application of these provisions has no effect on retention of premium pay level or beginning again at the first premium pay level.)

15.26 The Union and the City agree to the following:

A. A reopener on impacts associated with the Affordable Care Act (ACA);

B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;

C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,

D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 16 - DISPATCH PROCEDURES

16.1 Dispatch procedure issues shall be addressed by the parties in a Memorandum of Agreement signed by the Seattle Center Director and a designated official of the Union.

16.1.1 Disputes as to interpretation or allegations of violation of this memorandum shall be raised for resolution in the labor-management process as provided for in the Collective Bargaining Agreement and shall not be a proper subject for consideration under the grievance and arbitration provisions of the Agreement. Issues left unresolved may be referred by the parties to a mediation process.

16.2 Neither the procedures for dispatching and work assignments nor any provisions of this Agreement shall serve to limit or define when the Center may assign work to regular, part-time employees or when the Center may assign work to intermittent employees. Seattle Center will not cancel a confirmed intermittent employee's shift for purposes of making an assignment to a regular, part-time employee unless such cancellation is made on or before the second day prior to the day of the scheduled shift. For example, a shift scheduled on a Friday must be canceled on or before Wednesday. The Center will call the intermittent employee to cancel the shift and will follow up the same day with a letter in the mail with a copy sent to the Union. Should Seattle Center cancel a confirmed intermittent employee's shift for purposes of meeting the minimum weekly hours requirement of a regular employee to the shift within two (2) days of the event, the intermittent employee so canceled will be entitled to two (2) hours "show time" pay for that event.

16.2.1 Employees may apply to voluntarily transfer from one facility seniority list to another as openings occur. The Guest Services Manager will ensure openings are posted at McCaw Hall and KeyArena. There will be no involuntary transfers.

16.3 In emergent situations in lieu of contracting out bargaining unit work the parties agree to waive the facilities dispatch list procedure to allow for adequate staffing at another Seattle Center venue.

16.4 The Employer will first ask for volunteers prior to making any mandatory assignments. Mandatory assignments will be done in reverse seniority order.

16.5 The dispatching function and job assignments will be made as outlined in Seattle Center Work Assignment and Dispatching Procedures. Seattle Center or the Union may propose changes in the procedures as deemed appropriate to assure staffing needs are fulfilled in an efficient manner. The City will notify the Union of proposed changes. The Union may call a labor-management meeting to discuss those changes and may request that the changes be delayed until the parties have met.

ARTICLE 17 - TERMS AND CONDITIONS OF EMPLOYMENT FOR REGULARLY APPOINTED, POSITIONS

NOTE: Articles 17 and 18 are applicable to regularly appointed positions only. The City reserves the right to hire employees into regular full-time or part-time positions.

17.1 Work Schedules: Work schedules shall be set forth in advance to the extent possible. It is recognized, however, that given such hours are associated with events at Seattle Center, changes may occur. Nothing herein shall be construed to guarantee any employee a number of hours of work.

17.1.2 Hours of Work: For regular, part-time employees, an average workday shall be four (4) or more hours and an average workweek shall be twenty (20) or more hours. Employees will be paid a minimum of four (4) hours, for any day on which they are scheduled to work. The Seattle Center will endeavor to equitably distribute hours of work among regular appointed employees with the understanding that variances may occur due to the availability and skills of the respective employees.

17.1.3 Regular employees shall have first priority to schedule up to forty (40) hours per week.

17.2 Overtime: All time worked by an employee for one promoter in excess of eight (8) hours in one (1) day shall be compensated at the overtime rate of one and one-half (1 ½) times the straight-time rate of pay, provided that the City has required that the same employee(s) work the performances which take place in one (1) calendar day.

17.2.1 Employees who work in excess of forty (40) hours in any one (1) workweek shall receive one and one-half (1 ½) times the regular straight-time rate of pay for all hours worked in excess of forty (40). It is agreed that the City has the right to monitor all overtime and that, should an employee be scheduled to work an event that would result in the employee working beyond forty (40) hours in a workweek, the City will determine if such employee will work the event.

17.2.2 Overtime shall be paid at the overtime rate, or by mutual consent between the employee and his/her supervisor, in compensatory time at the rate of one and one-half (1 ½) hours for each hour worked.

17.3 A "workweek", for purposes of determining whether an employee exceeds forty (40) hours per workweek, shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated by the Seattle Center to begin and end on different days and times from the normal Wednesday through Tuesday workweek.

17.3.1 Under normal operating circumstances, regular employees shall be offered scheduled overtime hours of work prior to temporary employees. However, in

emergency or short timeframe circumstances (thirty-six (36) hours or less), the City reserves the right to schedule employees from either of the seniority pools in order to meet business needs.

17.4 Meal Period: Employees scheduled to work at least an eight (8) hour shift shall receive a meal period which shall normally commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's shift. The meal period shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation.

17.4.1 Upon request of an employee and agreement by the Supervisor, the shift may be scheduled without a meal period.

17.4.2 Should an employee be required to work through the scheduled meal period and unable to reschedule the meal period some other time during the shift, all hours worked shall be compensated. In no event will meal periods be scheduled at the end of a shift.

17.5 Rest Breaks : Employees who work at least a seven (7) hour shift shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second portion of their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

17.5.1 Employees who work at least a four (4) hour but less than seven (7) hour shift shall receive at least one fifteen (15) minute rest break during the shift.

17.6 Where work conditions require continuous staffing throughout a work shift the City may, in lieu of the meal period and rest periods set forth within Sections 17.3 and 17.4, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

17.7 Meal Reimbursement: When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours, the employee shall be paid a maximum of ten dollars ($10.00) as allowance for a meal. In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

17. 8 Compensatory Time Off In Lieu Of Overtime Pay

A. Compensation for overtime work, by mutual agreement of the Supervisor and the employee, may be in compensatory time off in an amount equal to one and one-half (1 1/2) times the number of hours worked.
B. Earned compensatory time may be scheduled off by mutual agreement of the employee and his/her Supervisor.

C. The Department will develop a policy to determine the maximum amount of compensatory time that may be accumulated. Such policy may also set a date or time period by which compensatory time will be used and if not used that it will be paid for at the prescribed rate.

17.9 Employees in regularly funded positions shall be due all benefits as provided by City personnel and benefit ordinances as cited in the Seattle Municipal Code (SMC), Chapter 4, as now and hereafter amended to include:

A. Vacation: SMC Section 4.34

Up to forty (40) hours of accrued vacation may be compensated in one workweek.

B. Sick Leave: SMC Section 4.24

No more than thirty (30) hours of sick leave may be compensated per week. An employee unable to work a scheduled event due to illness will be allowed to choose whether to be compensated with sick leave or to accept other work to make up the hours or to be compensated only for the hours worked. However, if the hours will be less than twenty (20) in the week, the employee must cover illness absence with accrued sick leave in order to maintain insurance benefits.

C. Funeral Leave: SMC Section 4.28

D. Holidays: SMC Section 4.20.190, .200 and .210

The following days shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
First Personal Holiday	
Second Personal Holiday	
Third and Fourth Personal Holidays (after completion of nine (9) years of service)	

17.10 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday,

the preceding Friday shall be recognized as the paid holiday; provided, however, paid holidays falling on Saturday or Sunday shall be recognized and paid on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment shall be made only once per affected employee for any one holiday.

17.11 An employee who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time rate of pay - prorated based on the hours worked in the pay period preceding the pay period of the holiday - and, in addition, he/she shall receive one and one-half (1 ½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the employee and the City, the employee may receive one and one-half (1 /1/2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

17.12 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided, however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

17.13 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday referenced above during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday referenced above during that calendar year.

17.14 Employees who have either:

A. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status or,

B. Are accruing vacation at a rate of .0615 or greater on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of (4) personal holidays to be added to their leave balance on the pay date of the first pay period in January of the following year.

C. A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay which is the same rate as defined above for all time worked on the originally scheduled Personal Holiday.

17.15 Medical/Dental/Life Insurance: SMC Sections 4.56 and 4.60

A. Employees shall be eligible for benefits in the same manner as other City employees except that such eligibility will not be established or continued

unless the employee is compensated for at least eighty (80) hours in a calendar month.

B. The parties agree to enter into the Memorandum of Agreement associated with the Tentative Agreement dated October 3, 2007, between the City and the Coalition of City Unions, which by reference is incorporated herein.

C. The City shall provide medical, dental and vision plans (***with*** Group Health, Aetna Traditional Aetna Preventive, and Washington Dental Service as self-insured plans, and Dental Health Service and Vision Services Plan) for all regular employees represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Joint Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

17.16 Retirement and VEBA:

A. Pursuant to Ordinance 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System.

B. Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

17.17 VEBA: For calendar years 2015, 2016, 2017, and 2018, upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest his/her funds with the Retirement System at the time he/she leaves City employment, he/she will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash-out.

17.17.1 Employees who are eligible to retire shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City service to cash-out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

A. Eligibility-to-Retire Requirements:

1. 5 – 9 years of service and are age 62 or older

2. 10 – 19 years of service and are age 57 or older
3. 20 – 29 years of service and are age 52 or older
4. 30 years of service and are any age

B. For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the Union so that the Union can administer the vote.

C. **If the eligible-to-retire members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service shall either:

1. Place their sick leave cash-out into their VEBA account; or
2. Forfeit the sick leave cash-out altogether. There is no minimum threshold for the sick leave cash-out.
3. Members are not eligible to deposit their sick leave cash-out into their deferred compensation account or receive cash.

D. **If the eligible-to-retire members of the bargaining unit votes to reject the VEBA**, all members of the bargaining unit who retire from City service shall be ineligible to place their sick leave cash-out into a VEBA account. Instead, these members shall have two (2) choices:

1. Members can cash-out their sick leave balance at thirty-five percent (35%) and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or,

2. Members can cash-out their sick leave balance at twenty-five percent (25%) and receive the dollars as cash on their final paycheck.

17.17 Sabbatical Leave and VEBA: Members of a bargaining unit that vote to accept the VEBA **and** who meet the eligible-to-retire criteria are not eligible to cash-out their sick leave at twenty-five percent (25%) as a part of their sabbatical benefit. Members who do not meet the eligible-to-retire criteria may cash-out their sick leave at twenty-five percent (25%) in accordance with the sabbatical benefit.

17.18 Industrial Injury and Insurance Benefits: SMC Section 4.44, as interpreted and amended per the labor-management task force on Industrial Insurance.

17.19 Leaves of Absence: Shall be requested and considered and approved (or not) in the same manner as with other regular employees of Seattle Center. Guidelines shall include state law and regulations and the City's Personnel Rules.

17.20 Layoff: SMC Section 4.04.220, and including eligibility to interview for vacant positions in the same and other departments for which a laid-off employee is qualified under the terms of the Project Hire Program.

17.21 Suspension and/or termination actions may be processed through the grievance procedure for employees in regularly appointed positions. A regularly appointed employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure. Such withdrawal must be made within a timely manner so as to meet the grievance filing deadline herein.

17.11 Metro Passes: The City shall provide a transit subsidy consistent with SMC 4.20.370.

17.12 Pay for Deployed Military

A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and

Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

17.13 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

17.14 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

ARTICLE 18 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD (APPLICABLE TO EMPLOYEES IN REGULARLY APPOINTED POSITIONS ONLY)

NOTE: Articles 17 and 18 are applicable to regularly appointed positions only. The City reserves the right to hire employees into a regular full-time or part-time positions.

18.1 The following shall define terms used in this Article:

A. Probationary Period: A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

B. Regular Appointment: The authorized appointment of an individual to a position in the Civil Service.

C. Trial Service Period/Regular Subsequent Appointment: A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

D. Regular Employee: An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.

E. Revert: To return an employee who has not successfully completed a trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.

F. Reversion Recall List: If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and his/her name placed on a Reversion Recall List for the class/department from which he/she was removed.

18.2 Probationary Period/Status of Employee: Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 18.3 and 18.3.1.

18.3 Probationary Period/Dismissal: An employee may be dismissed during his/her probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.

18.3.1 An employee dismissed during his/her probationary period shall not have the right to grieve or arbitrate the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

18.4 Trial Service Period: An employee who has satisfactorily completed his/her probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 18.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which he/she was appointed.

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for his/her former department and former classification and being removed from the payroll.

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

F. The names of regular employees who have been reverted for purposes of reemployment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service. The employee who has the most service shall be the first reinstated.

H. An employee whose name is on a valid Reversion Recall List who accepts employment with the City in the same job classification shall have his/her name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that he/she normally would have received had he/she not been promoted or transferred.

18.5 Subsequent Appointments During Probationary Period or Trial Service Period: If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally

accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

18.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

ARTICLE 19 - AMENDMENTS TO THE AGREEMENT

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

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

ARTICLE 20 – SAVINGS CLAUSE

If an Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 21 - ENTIRE AGREEMENT

21.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

21.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 22 - TERM OF AGREEMENT

22.1 All terms and provisions of this Agreement shall become effective upon signing by both parties unless otherwise specified elsewhere in this Agreement and shall remain in effect through December 31, 2018. Upon beginning negotiations for a successor agreement, any modifications requested by either party shall be presented at the first date mutually agreed upon to exchange opening proposals and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

22.2 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' notification of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this_____day of _____, 2016

Teamsters Local Union No. 117,
Affiliated with the International
Brotherhood Of Teamsters

_____
John Searcy, Secretary-Treasurer

THE CITY OF SEATTLE

Executed under authority of

Ordinance_____

_____
Edward B. Murray, Mayor

_____
David Bracilano, Labor Relations Director

Appendix A

1.1 Intermittent/Temporary Employee Hourly Rates of Pay Effective December 31, 2014

			Premium Pay Rates (Refer to Article 1)				
Job Classification	**Step**	**Base Hourly Rate**	**5%**	**10%**	**15%**	**20%**	**25%**
Head Usher	1	18.09	18.99	19.90	20.80	21.71	22.61
Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.							
Assistant Head Usher	1	15.42	16.19	16.96	17.73	18.50	19.28
Usher, Entry	1	11.22	11.78				
Rate effective for new hires for their first 520 hours of employment							
Usher	1	11.50	12.08	12.65	13.23	13.80	14.38
Rate effective after first 520 hours of employment							
Door Attendant/Splitter	1	12.71	13.35	13.98	14.62	15.25	15.89
Admissions Guard	1	14.42	15.14	15.86	16.58	17.30	18.03

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.1.1 Regular Employee Titles and Hourly Rates of Pay Effective December 31, 2014

Job Classification	**Entry Hours**	**1,040 Hrs**	**3,120 Hrs**	**5,200 Hrs**	**7,280 Hrs**
Admissions Employee	15.22	15.81	16.40	17.07	17.77
Head Usher	18.60	19.31	20.03	20.82	21.60

1.2 Intermittent/Temporary Employee Hourly Rates of Pay Effective April 1, 2015

			Premium Pay Rates (Refer to Article 1)				
Job Classification	**Step**	**Base Hourly Rate**	**5%**	**10%**	**15%**	**20%**	**25%**
Head Usher	1	18.09	18.99	19.90	20.80	21.71	22.61
Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.							
Assistant Head Usher	1	15.42	16.19	16.96	17.73	18.50	19.28

Usher	1	15.00	15.75	16.50	17.25	18.00	18.75
Door Attendant/Splitter	1	15.00	15.75	16.50	17.25	18.00	18.75
Admissions Guard	1	15.00	15.75	16.50	17.25	18.00	18.75

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.2.1 Regular Employee Titles and Hourly Rates of Pay Effective April 1, 2015

Job Classification	Entry Hours	1,040 Hrs	3,120 Hrs	5,200 Hrs	7,280 Hrs
Admissions Employee	15.22	15.81	16.40	17.07	17.77
Head Usher	18.60	19.31	20.03	20.82	21.60

1.3 Intermittent/Temporary Employee Hourly Rates of Pay Effective December 30, 2015

			Premium Pay Rates (Refer to Article 1)				
Job Classification	Step	Base Hourly Rate	5%	10%	15%	20%	25%
Head Usher	1	18.45	19.37	20.30	21.22	22.14	23.06

Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.

Assistant Head Usher	1	16.52	17.35	18.17	19.00	19.82	20.65
Usher	1	15.30	16.07	16.83	17.60	18.36	19.13
Door Attendant/Splitter	1	15.81	16.60	17.39	18.18	18.97	19.76
Admissions Guard	1	16.07	16.87	17.68	18.48	19.28	20.09

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.3.1 Regular Employee Titles and Hourly Rates of Pay Effective December 30, 2015

Job Classification	Entry Hours	1,040 Hrs.	3,210 Hrs.		
Admissions Employee	16.73	17.41	18.13		
Head Usher	18.97	19.70	20.43	21.24	22.03

1.4 Intermittent/Temporary Employee Hourly Rates of Pay Effective December 28, 2016

			Premium Pay Rates (Refer to Article 1)				
Job Classification	**Step**	**Base Hourly Rate**	**5%**	**10%**	**15%**	**20%**	**25%**
Head Usher	1	18.91	19.86	20.80	21.75	22.69	23.64
Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.							
Assistant Head Usher	1	16.93	17.78	18.62	19.47	20.32	21.16
Usher	1	15.68	16.46	17.25	18.03	18.82	19.60
Door Attendant/Splitter	1	16.21	17.02	17.83	18.64	19.45	20.26
Admissions Guard	1	16.47	17.29	18.12	18.94	19.76	20.59

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.4.1 Regular Employee Titles and Hourly Rates of Pay Effective December 28, 2016

Job Classification	**Entry Hours**	**1,040 Hrs.**	**3,210 Hrs.**		
Admissions Employee	17.15	17.85	18.58		
Head Usher	19.44	20.19	20.94	21.77	22.58

1.5 Intermittent/Temporary Employee Hourly Rates of Pay Effective December 27, 2017

			Premium Pay Rates (Refer to Article 1)				
Job Classification	**Step**	**Base Hourly Rate**	**5%**	**10%**	**15%**	**20%**	**25%**
Head Usher	1	19.43	20.40	21.37	22.34	23.32	24.29
Head Usher – Step progression shall apply for benefits-eligible temporary employees in this classification.							
Assistant Head Usher	1	17.40	18.27	19.14	20.01	20.88	21.75
Usher	1	16.08	16.88	17.69	18.49	19.30	20.10
Door Attendant/Splitter	1	16.66	17.49	18.33	19.16	19.99	20.83
Admissions Guard	1	16.92	17.77	18.61	19.46	20.30	21.15

Wardrobe Attendant - An Usher designated by Seattle Center to perform the wardrobe attendant function shall be paid at the rate of Assistant Head User while so assigned.

1.5.1 Regular Employee Titles and Hourly Rates of Pay Effective December 27, 2017

Job Classification	Entry Hours	1,040 Hrs.	3,210 Hrs.		
Admissions Employee	17.62	18.34	19.09		
Head Usher	19.97	20.75	21.52	22.37	23.20

1.6 Employees will be placed at the first step of the salary range upon initial appointment unless the appointing authority or designee approves a salary step exception due to recruiting difficulties.