



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item No.: 10	Date: 15 July 2009
Ordinance No.: 2009-0405	Prepared by: Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0405 (Attachment 1, pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the Inlandboatmen's Union of the Pacific ("IBU"), the International Organization of Masters, Mates and Pilots ("MM&P"), and the Marine Engineers' Beneficial Association ("MEBA") (referred to collectively in the CBA as "the Unions"). The CBA (Attachment 1.a, pp. 7-62 of these materials) covers employees who will be working for the county Department of Transportation and will be responsible for the operation and maintenance of passenger-only ferries and shore-side facilities.

The Executive describes this as "the first-ever contract between the county and the newly created Ferry Coalition," which consists of employees belonging to the IBU, the MM&P, and the MEBA (Attachment 5, at p. 69 of these materials). The CBA "allows the county to use its own employees to operate passenger-only ferry service on ferry routes contracted from the King County Ferry District (KCFD)."

1. Contractually Required

According to the Executive, "adoption of the enclosed ordinance [approving the CBA] is a necessary step towards fulfilling the county's obligations, as required by the interlocal agreement between the county and the KCFD, to hire personnel and administer labor contracts as required to operate a passenger-only ferry service." (Attachment 5, at p. 69 of these materials)

The CBA contains no limitation on the number of passenger-only ferry routes for which the county can provide service; therefore, "[s]hould the county contract with the KCFD for routes beyond the current Vashon Island to Downtown Seattle and West Seattle to Downtown Seattle routes, [the CBA] will allow the county to rapidly staff and hire qualified employees for future routes." (Attachment 5, at p. 69 of these materials)

2. Term of the CBA

The CBA covers the four-and-a-half-year period from 1 July 2009 through 31 December 2013, though the employees to be covered by the CBA have not yet been hired. (CBA Article 27, p. 52 of these materials)

3. The Bargaining Unit

As described in the Executive’s transmittal letter (Attachment 5, pp. 69-70 of these materials), the CBA “covers all classifications of employees that are required to successfully and safely operate a passenger ferry service.” Specifically, they include:

- Marine Captains, who “operate the vessels and supervise all loading, unloading and transit of passengers”;
- Marine Deckhands, who “are responsible for collecting tickets, loading and unloading of passengers, and routine maintenance of the vessels to ensure passenger safety”;
- Marine Engineers, who “will be responsible for the overall mechanical readiness, safety and performance of the vessel”;
- Marine Oilers, who, assisting Marine Engineers, “perform the maintenance work required to operate the vessels”; and
- A Marine Information Agent, who “will sell tickets, provide other necessary shore-side services to assist the public, and operate vessel galleys, should galley service be established on-board county vessels.”

According to Executive staff, the numbers of FTEs and employees expected to be covered during each year of the CBA are:

	2009	2010	2011	2012*	2013*
FTE’s	5	14	15	15	15
Employees	8-12	20-22	21-24	21-24	21-24

* “The FTE and employee counts for years beyond 2011 are estimates based on a status quo budget with no additional in-house ferry service projected beyond the existing two routes.” (Email from Evelyn Wise, Finance and Administrative Services Manager, Marine Division, King County Department of Transportation)

4. Consistency with Labor Policies

As described in the Contract Summary (Attachment 3, pp. 65-66 of these materials), the proposed CBA appears to be consistent with the County’s adopted labor policies.

5. Pay Ranges and COLAs

Wage rates are specified in CBA Appendix D (p. 62 of these materials) and are based on the 2009 King County 10-Step Hourly Squared Schedule.

The cost-of-living adjustments (COLAs) for the four-and-a-half years covered by the CBA follow the standard county settlement agreed to with other unions, except that agreement to

the standard COLA beyond 2010 is a departure from the Executive’s current practice in the negotiation of most other labor agreements.

The adjustments are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. (See CBA § 9.2, p. 27 of these materials.) According to the revised fiscal note (Attachment 4, p. 67 of these materials), the assumed increases are:

2010	2.00%
2011	3.24%
2012	2.70%
2013	2.70%

6. Performance Evaluations

The CBA does not provide for employee performance evaluations, but “contains no statements contrary to county policies or practices regarding regular employee performance evaluations.” (Contract Summary at p. 66 of these materials)

7. Interest Arbitration

The bargaining units covered by the CBA *are* eligible for interest arbitration.

8. No-Strike Provision

Article 17 of the agreement (p. 41 of these materials) prohibits “any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement”

B. NEW CONTRACT PROVISIONS

The entire CBA is new in that, as described by the Executive in his transmittal letter, it is “the first-ever contract between the county and the newly created Ferry Coalition” (Attachment 5, at p. 69 of these materials); however, executive staff describes the agreement as providing “many employee rights and benefits consistent or identical to employee rights and benefits contained in the King County Code, the Personnel Guidelines, and other county labor agreement.” (Checklist and Summary of Changes, p. 63 of these materials)

The following provisions should be noted:

1. Management Rights

In Article 4 (Management Rights), section 4.2 (p. 13 of these materials) reserves to management “the right to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the control of the County.” This appears to allow the county to lay off employees in the event that the KCFD decides not to extend its contract with the county beyond 2010.

2. Benefits through Joint Labor-Management Insurance Committee

Article 11 (p. 31 of these materials) provides for medical, dental, and life insurance benefits to be negotiated through the Joint-Labor Management Insurance Committee.

3. Vacation Accrual for Time in State Service

Section 6.1.N (p. 18 of these materials) provides in part: “Washington State Ferry (WSF) employees initially hired into bargaining unit positions at the time of creation of the King County Ferry District ferry service (Vashon Island and Elliott Bay) shall have their service time with WSF apply for purposes of vacation accrual.”

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s revised fiscal note (p. 67 of these materials). From a base cost of \$168,519 for the last four months of 2009, the CBA would result in an increase of \$28,452 in 2010, \$39,063 in 2011, \$33,607 in 2012, and \$34,514 in 2013. The Executive’s transmittal letter describes the CBA as being within the county’s capacity to finance (Attachment 5, at p. 70).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. Jim Johnson, Labor Negotiator, Human Resources Division, King County DES
- 2. Evelyn Wise, Finance and Administrative Services Manager, Marine Division, King County Department of Transportation
- 3. Tim Saffle, Branch Agent, International Organization of Masters, Mates & Pilots
- 4. Jeff Duncan, MEBA/WSF Representative, Marine Engineers’ Beneficial Association
- 5. Dennis Conklin, Regional Director, Puget Sound, Inlandboatmen’s Union of the Pacific

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Signature Report

July 14, 2009

Ordinance

Proposed No. 2009-0405.1

Sponsors Constantine

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Ferry Coalition (Passenger only Vessels,
4 Marine Division) consisting of the International
5 Organization of Masters, Mates and Pilots; Marine
6 Engineers' Beneficial Association; and the Inlandboatmen's
7 Union of the Pacific representing employees in the
8 department of transportation; and establishing the effective
9 date of said agreement.

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11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The collective bargaining agreement negotiated between King
13 County and the Ferry Coalition (Passenger only Vessels, Marine Division) consisting of
14 the International Organization of Masters, Mates and Pilots; Marine Engineers' Beneficial
15 Association; and the Inlandboatmen's Union of the Pacific representing employees in the
16 department of transportation and attached hereto is hereby approved and adopted by this
17 reference made a part hereof.

Ordinance

18 SECTION 2. Terms and conditions of said agreement shall be effective from July
19 1, 2009, through and including December 31, 2013.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. Master Agreement by and between King County and International Organization of
Masters, Mates and Pilots, Marine Engineers' Beneficial Association and
Inlandboatmen's Union of the Pacific

MASTER AGREEMENT

By and Between

King County

And

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS,

MARINE ENGINEERS' BENEFICIAL ASSOCIATION

AND

INLANDBOATMEN'S UNION OF THE PACIFIC

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1 **MASTER AGREEMENT**

2 **By and Between**

3 **King County**

4 **And**

5 **INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS,**

6 **MARINE ENGINEERS' BENEFICIAL ASSOCIATION**

7 **AND**

8 **INLANDBOATMEN'S UNION OF THE PACIFIC**

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10 These Articles constitute an agreement, terms of which have been negotiated in good faith,
11 between KING COUNTY ("the County") and Inlandboatmen's Union of the Pacific, International
12 Organization of Masters, Mates and Pilots and Marine Engineers' Beneficial Association ("the
13 Unions"). This Agreement shall be subject to approval by Ordinance by the Metropolitan King
14 County Council.

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1 **ARTICLE 1: PURPOSE**

2 The purpose of this Agreement is to promote the continued improvement of the relationship
3 between King County and its employees whose job classifications are listed in Appendix D
4 represented by the Unions. The articles of this Agreement and appendices set forth the wages, hours
5 and working conditions for each individual bargaining unit's employees.

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1 **ARTICLE 2: SCOPE**

2 This Agreement shall apply to all licensed and unlicensed employees assigned to the Deck,
3 Engine, Terminal, and Shoreside maintenance who are employed by King County and shall apply to
4 all vessels and facilities of the County engaged in the marine transportation of passengers and freight.
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1 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 3.1** The County recognizes the Unions as the representative of all employees
3 classified herein and the sole collective bargaining agency for the purpose of acting for the employees
4 in negotiating and interpreting the Agreement and adjusting disputes.

5 **Section 3.2** It shall be a condition of employment that all employees covered by this
6 agreement who are members of the Unions in good standing on the effective date of this agreement
7 shall remain members in good standing and those who are not members on the effective date of this
8 agreement shall, on the thirtieth day following the effective date of this agreement, become and
9 remain members in good standing in the Unions, or pay fees to the Unions to the extent permitted by
10 law. It shall also be a condition of employment that all employees covered by this agreement and
11 hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day
12 following the beginning of such employment, become and remain members in good standing in the
13 Unions, or pay fees to the Unions to the extent permitted by law.

14 Provided however, that nothing contained in this section shall require an employee to join said
15 Unions who can substantiate in accordance with case law bona fide religious tenets or teachings that
16 prohibit the payment of dues or initiation fees to Unions' organizations. Such employee shall pay an
17 amount of money equivalent to regular unions' dues and initiation fee; said amounts shall be paid to a
18 non-religious charity mutually agreed upon by the employee affected and the Unions to which such
19 public employee would otherwise pay the dues and initiation fee. The public employee shall furnish
20 proof to the Unions each month that such payment has been made.

21 **Section 3.3** The County shall not contract out work which the members of the Unions have
22 historically performed unless it is required by law or is a business necessity due to an emergency
23 situation or to augment the workforce on a short-term, temporary basis. Except for emergency
24 situations, the County shall provide notice to the Unions of its intent to contract out and, upon
25 request, bargain the decision and/or effects of that decision. Except as provided herein, under no
26 circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit
27 work. Nothing in this provision shall limit what the County has historically contracted out, and no
28 jobs will be eliminated due to contracting out.

1 **Section 3.4 Dues Deduction:** Upon receipt of written authorization individually signed by a
2 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
3 of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified
4 by the Unions, and shall transmit the same to the Unions.

5 The Unions will indemnify, defend and hold the County harmless against any claims made
6 and against any suit instituted against the County on account of any check-off of dues for the Unions.
7 The Unions agree to refund to the County any amounts paid to it in error on account of the check-off
8 provision upon presentation of proper evidence thereof.

9 **Section 3.5** The County will require all new employees hired, transferred, or promoted into a
10 position included in the bargaining unit to complete a form to inform the Unions of their hire. One
11 copy of the form will be retained by County payroll, one copy of the form will be given to the
12 employee and the original will be sent to the Unions. The County will notify the Unions of any
13 employee leaving the bargaining unit.

14 **Section 3.6** The County will transmit to the Unions a current listing of all employees in the
15 bargaining unit within thirty (30) days of the Unions' request for such a list, not to exceed twice per
16 calendar year. For all employees performing bargaining unit work, the list shall include the name of
17 the employee, classification, department and salary.

18 **Section 3.7** Failure by an employee to satisfy the requirements of Section 3.2 shall constitute
19 cause for dismissal; provided that King County has no duty to act until the Unions make a written
20 request for discharge and verifies that the employee received written notification of the delinquency
21 including the amount owing, the method of calculation, and notification that non-payment after a
22 period of no less than seven (7) days will result in discharge by the County. A copy of each written
23 notification shall be mailed to the County concurrent with its mailing to the employee.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 **Section 4.1** Except as limited by the express written terms and conditions of this Agreement
3 or by any practice mutually established by the County and the Unions, the management and direction
4 of the workforce are vested exclusively in the County. In areas where this Agreement is silent, the
5 management and direction of Employees will be in accordance with King County Personnel
6 Guidelines and other directives, policies and ordinances, as appropriate.

7 **Section 4.2** The County shall have the right to discipline and discharge for just cause, the
8 right to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the
9 control of the County; or when such continuation of work would be wasteful and unproductive. The
10 County shall further have the right to hire, appoint, promote, train, assign and direct the workforce;
11 develop and modify classification specifications, allocate positions to those classifications, determine
12 reasonable schedules of work, schedule overtime work, and to establish the methods and processes by
13 which work is performed, the right to establish reasonable rules; and the right to take whatever
14 actions are necessary in emergencies in order to assure the proper functioning of the Department.

1 **ARTICLE 5: HOLIDAYS**

2 **Section 5.1** Employees covered by this Labor Agreement shall be eligible for holidays with
3 pay as provided by King County Code 3.12.230, as amended.

4 A. Regular, probationary, provisional and term-limited temporary employees shall be
5 granted the following holidays with pay:

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7 New Year's Day	January 1st
8 Martin Luther King Jr.'s Birthday	Third Monday in January
9 President's Day	Third Monday in February
10 Memorial Day	Last Monday in May
11 Independence Day	July 4th
12 Labor Day	First Monday in September
13 Veteran's Day	November 11th
14 Thanksgiving Day	Fourth Thursday in
15	November
16 Day after Thanksgiving	Fourth Friday in November
17 Christmas Day	December 25th
18 Two (2) Personal Holidays	

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20 B. Employees eligible for leave benefits shall be granted two personal holidays to be
21 administered through the vacation plan; provided, that the hours granted to employees working less
22 than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day
23 shall be credited to the employee's leave balance on the first of October and one day on the first of
24 November.

25 C. For holidays falling on a Saturday, the Friday before shall be a paid holiday. For
26 holidays falling on a Sunday, the Monday following shall be a paid holiday.

27 D. An employee must be eligible for leave benefits and in a pay status on the day prior
28 to and the day following a holiday to be eligible for holiday pay; provided, however, that an employee

1 who has successfully completed at least five years of county service and who retires at the end of a
2 month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for
3 holiday pay if the employee is in a pay status the day before the day observed as a holiday.

4 **Section 5.2** In addition to the aforementioned holiday benefits provided in King County Code
5 3.12.230, this Labor Agreement shall provide for the following:

6 **A.** An employee will receive holiday pay pro-rated to their schedule, but not to exceed
7 8.0 hours in a 40-hour work unit or 7.0 hours in a 35-hour work unit. For instance, if an employee's
8 standard workweek is 30 hours per week, the employee will receive 6 hours holiday pay for a single
9 holiday.

10 **B.** If a holiday falls on a day on which an employee who is eligible for holiday pay is
11 scheduled to work but is otherwise unable to work due to an illness or injury, then the employee will
12 receive holiday pay in lieu of all sick pay or time loss for that day. (The holiday pay should not
13 exceed 8.0 hours in a 40-hour work unit or 7.0 hours in a 35-hour work unit.)

14 **C.** An employee who works an alternative work schedule will receive holiday paid
15 time off that is equal to that provided for in the standard workweek in the employee's work unit. If
16 the employee's alternative work day is longer than the standard work day (i.e., 7 or 8 hours) in his or
17 her work unit, he or she may use accrued vacation leave, compensatory time off, or leave without pay
18 for the hours exceeding the standard work day.

19 **D.** An employee whose normal schedule requires them to work on a holiday may take
20 holiday leave on an hour for hour basis at another time that is agreed to by the supervisor and the
21 employee. However, holiday leave must be used in the same calendar year it is earned.

22 **E.** An employee whose normal schedule does not require work on a holiday but
23 because of workload he or she is required or authorized to work, the employee will be paid for the
24 hours worked in addition to the holiday pay; such pay will be at the employee's regular rate unless
25 overtime provisions apply. Alternatively, the employee may elect to receive compensatory time off
26 for the hours worked on the holiday.

1 **ARTICLE 6: VACATIONS**

2 **Section 6.1** Employees covered by this Labor Agreement shall be eligible for vacations with
3 pay as provided below.

4 **A.** Employees eligible for leave benefits shall accrue vacation leave benefits as
5 described in and further qualified by this section.

6

7 Full Years of Service	Annual Leave in Days
8 Upon hire through end of Year 1	12
9 Upon beginning of Year 2	13
10 Upon beginning of Year 3	15
11 Upon beginning of Year 4	17
12 Upon beginning of Year 5	20
13 Upon beginning of Year 9	21
14 Upon beginning of Year 11	22
15 Upon beginning of Year 17	23
16 Upon beginning of Year 18	24
17 Upon beginning of Year 19	25
18 Upon beginning of Year 20	26
19 Upon beginning of Year 21	27
20 Upon beginning of Year 22	28
21 Upon beginning of Year 25 and beyond	30

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23 **B.** Vacation accrual rates for an employee who works other than the full time schedule
24 standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

25 **C.** Employees eligible for vacation leave shall accrue vacation leave from their date of
26 hire into a benefit eligible position.

27 **D.** Employees eligible for vacation leave may accrue up to sixty days vacation leave,
28 prorated to reflect their normally scheduled work day. Such employees shall use vacation leave beyond

1 the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond
2 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
3 amount unless the appointing authority has approved a carryover of such vacation leave because of
4 cyclical workloads, work assignments or other reasons as may be in the best interests of the county. The
5 Human Resources Director may authorize procedures for authorizing carryover above the maximum.

6 E. Exempt employees in regular positions, other than provisional or probationary
7 employees, may take and upon leaving county employment be paid for accrued vacation leave, as
8 approved by their appointing authorities.

9 F. Career service employees, provisional, probationary and term-limited temporary
10 employees, shall not be eligible to take or be paid for vacation leave until they have successfully
11 completed their first six months of county service, and if they leave county employment prior to
12 successfully completing their first six months of county service, shall forfeit and not be paid for
13 accrued vacation leave.

14 G. Employees eligible for leave benefits shall be paid for accrued vacation leave to
15 their date of separation up to the maximum accrual amount if they have successfully completed their
16 first six months of county service and are in good standing.

17 H. Employees shall not use or be paid for vacation leave until it has accrued and such
18 use or payment is consistent with the provisions of this section.

19 I. No employee shall work for compensation for the county in any capacity during the
20 time that the employee is on vacation leave.

21 J. For employees covered by the overtime requirements of the Fair Labor Standards
22 Act, vacation leave may be used in one-half hour increments, at the discretion of the appointing
23 authority.

24 K. In cases of separation from county employment by death of an employee with
25 accrued vacation leave and who has successfully completed his or her first six months of county
26 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
27 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

28 L. If an employee resigns from a full-time regular or part-time regular position with

1 the county in good standing or is laid off and subsequently returns to county employment within two
2 years from such resignation or lay off, as applicable, the employee's prior county service shall be
3 counted in determining the vacation leave accrual rate under paragraph A of this section. (KCC
4 3.12.190)

5 M. Vacation time will not accrue to an employee during any period that the employee
6 is in a leave without pay status.

7 N. Washington State Ferry (WSF) employees initially hired into bargaining unit
8 positions at the time of creation of the King County Ferry District ferry service (Vashon Island and
9 Elliott Bay) shall have their service time with WSF apply for purposes of vacation accrual under
10 Section 6.1.A above.

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1 **ARTICLE 7: SICK LEAVE**

2 **Section 7.1** Employees covered by this Labor Agreement shall be eligible for sick leave
3 benefits as provided by King County Code 3.12.220. Should King County Code be revised, the
4 Unions shall be advised of such revision and if after bargaining regarding the revision, the Unions
5 wishes to adopt such revision, it shall become part of the Labor Agreement.

6 **Section 7.2** Regular, provisional, probationary and term-limited temporary employees shall
7 accrue sick leave benefits at the rate of 0.04616 hours for each hour worked in regular pay status
8 excluding overtime up to a maximum of eight (8) hours per month. The employee is not entitled to
9 sick leave if not previously earned.

10 **Section 7.3** During the first six (6) months of service in a leave eligible position, employees
11 eligible to accrue vacation leave may, at the Supervisor's discretion, use any accrued days of vacation
12 leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave
13 eligible position, any vacation leave used for sick leave must be reimbursed to the County upon
14 termination.

15 **Section 7.4** There shall be no limit to the hours of sick leave benefits accrued by an eligible
16 employee.

17 **Section 7.5** Separation from or termination of County employment except by reason of
18 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non disciplinary
19 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
20 termination. Should the employee resign, be separated for non-disciplinary medical reasons or be laid
21 off and return to County employment within two years, accrued sick leave shall be restored; provided,
22 that such restoration shall not apply where the former employment was in a term-limited position.

23 **Section 7.6** Employees eligible to accrue leave and who have successfully completed at least
24 five years of County service and who retire as a result of length of service or who terminate by reason
25 of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
26 amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the
27 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
28 withholdings.

1 **Section 7.7** An employee must use all of his or her sick leave before taking unpaid leave for
2 his or her own health reasons. For a leave for family reasons, the employee shall choose at the start of
3 the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take
4 paid leave for family reasons, he or she may set aside a reserve of up to eighty (80) hours of accrued
5 sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation
6 leave before going on leave of absence without pay, if approved by his or her appointing authority.

7 **Section 7.8** Accrued sick leave shall be used for the following reasons:

8 A. The employee's bona fide illness; provided, that an employee who suffers an
9 occupational illness may not simultaneously collect sick leave and worker's compensation payments
10 in a total amount greater than the net regular pay of the employee;

11 B. The employee's incapacitating injury, provided that: An employee injured on the
12 job may not simultaneously collect sick leave and worker's compensation payments in a total amount
13 greater than the net regular pay of the employee; though an employee who chooses not to augment his
14 or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid
15 leave status;

16 C. An employee who chooses to augment worker's compensation payments with the
17 use of accrued sick leave shall notify the worker's compensation office in writing at the beginning of
18 the leave;

19 D. Exposure to contagious diseases and resulting quarantine.

20 E. A female employee's temporary disability caused by or contributed to by
21 pregnancy and/or childbirth.

22 F. The employee's medical, ocular or dental appointments, provided that the
23 employee's supervisor has approved the scheduling of sick leave for such appointments.

24 G. To care for the employee's child if the child has an illness or health condition
25 which requires treatment or supervision from the employee;

26 H. An employee may not collect sick leave for physical incapacity due to any injury or
27 occupational illness which is directly traceable to employment other than with the County.

28 I. To care for other family members, if:

1 1. the employee has been employed by the County for twelve months or more
2 and has worked a minimum of one thousand forty hours in the preceding twelve months;

3 2. the family member is the employee's spouse or domestic partner, the
4 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
5 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
6 employee, the employee's spouse or domestic partner; and

7 3. the reason for the leave is one of the following:

8 a. the birth of a son or daughter and care of the newborn child, or
9 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
10 within twelve months of the birth, adoption or placement;

11 b. the care of the employee's child or child of the employee's spouse or
12 domestic partner whose illness or health condition requires treatment or supervision by the employee;
13 or

14 c. care of a family member who suffers from a serious health
15 condition.

16 4. To the extent that Washington State law provides more extensive benefits
17 for use of paid leave for family care, the Unions and County agree that state law shall prevail.

18 **Section 7.9** An employee may take a total of up to eighteen weeks unpaid leave for his or her
19 own serious health condition, and for family reasons as provided in Sections 7.8(G) and (I) combined,
20 within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or
21 intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the
22 following conditions:

23 A. When leave is taken after the birth or placement of a child for adoption or foster
24 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
25 the employee's appointing authority.

26 B. An employee make take leave intermittently or on a reduced schedule when
27 medically necessary due to a serious health condition of the employee or family member of the
28 employee; and

1 C. If an employee requests intermittent leave or leave on a reduced leave schedule
2 under Section B. above, that is foreseeable based on planned medical treatment, the appointing
3 authority may require the employee to transfer temporarily to an available alternative position for
4 which the employee is qualified and that has equivalent pay and benefits and that better
5 accommodates recurring periods of leave than the regular position of the employee.

6 **Section 7.10** Use of donated leave shall run concurrently with the eighteen work week family
7 medical leave entitlement.

8 **Section 7.11** The County shall continue its contribution toward health care during any unpaid
9 leave taken under Section 9.

10 **Section 7.12** An employee who returns from unpaid family or medical leave within the time
11 provided in this Article is entitled, subject to bona fide layoff provisions, to:

12 A. the same position he or she held when the leave commenced; or

13 B. a position with equivalent status, benefits, pay and other terms and conditions of
14 employment; and

15 C. the same seniority accrued before the date on which the leave commenced.

16 **Section 7.13** Failure to return to work by the expiration date of the leave of absence may be
17 cause for removal and result in termination of the employee from County service.

18 **Section 7.14** In addition to the aforementioned sick leave benefits provided in King County
19 Code 3.12.220, this Labor Agreement shall provide for the following:

20 A. Division management and employees are responsible for the proper administration
21 of the sick leave benefit.

22 B. Overtime eligible employees may use sick leave in one-quarter (1/4) hour
23 increments, at the discretion of the Supervisor/designee.

24 **Section 7.15** The parties agree to meet to discuss timelines and conditions of an employee's
25 return to work for an employee covered by this agreement who has become incapacitated due to
26 injury, medical condition or who are prevented from working while waiting to obtain a United States
27 Coast Guard (USCG) medical return to work (fit for duty) approval.

1 **ARTICLE 8: PAID LEAVES**

2 **Section 8.1** Employees covered by this Labor Agreement shall be eligible for the following
3 paid leave benefits as provided for in King County Code 3.12.210, 3.12.215, 3.12.223, 3.12.225,
4 3.12.240, and 3.12.260. Should King County Code be revised, the Unions shall be advised of such
5 revision and if after bargaining regarding the revision, the Unions wish to adopt such revision, it shall
6 become part of this Labor Agreement.

7 **Section 8.2 Bereavement Leave:**

8 A. Employees eligible for paid leaves shall be entitled to three (3) working days of
9 bereavement leave per occurrence, due to death of members of their immediate family.

10 B. Employees eligible for leaves who have exhausted their bereavement leave shall be
11 entitled to use sick leave in the amount of three (3) days for each instance of death when death occurs
12 to a member of the employee's immediate family.

13 C. In cases of family death where no sick leave benefit exists, the employee may be
14 granted leave without pay.

15 D. In the application of any of the foregoing provisions, when a holiday or regular day
16 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
17 leave account nor bereavement leave credit.

18 E. Immediate family means any of the following relatives of the employee,
19 employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent,
20 child, sibling, child-in-law, parent-in-law, grandchild. Also included is any person for whose
21 financial or physical care the employee is principally responsible.

22 **Section 8.3 Organ Donor Leave (KCC 3.12.215):**

23 A. The appointing authority shall allow employees eligible for family leave, sick
24 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in
25 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
26 transplants, or blood transfusions to take five days paid leave without having such leave charged to
27 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee
28 shall:

1 1) Give the appointing authority reasonable advance notice of the need to take
2 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is
3 a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
4 pain or the eventual death of the identified recipient.

5 2) Provide written proof from an accredited medical institution, organization
6 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
7 tissue or to participate in any other medical procedure where the participation of the donor is unique
8 or critical to a successful outcome.

9 B. Time off from work for the purposes set out above in excess of five (5) working
10 days shall be subject to existing leave policies contracted in this Agreement.

11 **Section 8.4 Donation of Leaves (KCC 3.12.223):**

12 A. Vacation leave hours.

13 1) Any employee eligible for leave benefits may donate a portion of his or her
14 accrued vacation leave to another employee eligible for leave benefits. Such donation will occur
15 upon written request to and approval of the donating and receiving employees' department
16 director(s), except that requests for vacation donation made for the purposes of supplementing the
17 sick leave benefits of the receiving employee shall not be denied unless approval would result in a
18 departmental hardship for the receiving department.

19 2) The number of hours donated shall not exceed the donor's accrued vacation
20 credit as of the date of the request. No donation of vacation hours shall be permitted where it would
21 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

22 3) Donated vacation leave hours must be used within ninety calendar days
23 following the date of donation. Donated hours not used within ninety days or due to the death of the
24 receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from
25 vacation leave payoff provisions contained in Article 6. For purposes of this section, the first hours
26 used by an employee shall be accrued vacation leave hours.

27 B. Sick leave hours.

28 1) Any employee eligible for leave benefits may donate a portion of his or her

1 accrued sick leave to another employee eligible for leave benefits upon written notice to the donating
2 and receiving employees' department director(s).

3 2) No donation shall be permitted unless the donating employee's sick leave
4 accrual balance immediately subsequent to the donation is one hundred hours or more. No employee
5 may donate more than twenty-five hours of his or her accrued sick leave in a calendar year.

6 3) Donated sick leave hours must be used within ninety calendar days.
7 Donated hours not used within ninety days or due to the death of the receiving employee shall revert
8 to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
9 contained in Article 7, and sick leave restoration provisions contained in Article 7. For purposes of
10 this section, the first hours used by an employee shall be accrued sick leave hours.

11 C. All donations of vacation and sick leave made under this section are strictly
12 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
13 compensation or benefits in exchange for donating vacation or sick leave hours.

14 D. All vacation and sick leave hours donated shall be converted to a dollar value
15 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
16 divided by the receiving employee's hourly rate to determine the actual number of hours received.
17 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
18 hourly rate at the time of reconversion.

19 **Section 8.5 Leave for School Volunteer Service (KCC 3.12.225):**

20 The Supervisor shall allow the use of up to three days of sick leave each year to allow
21 employees to perform volunteer services at the school attended by the employee's child, the
22 employee's grandchild, the child of the employee's domestic partner, or a child that resides in the
23 employee's home. Employees requesting to use sick leave for this purpose shall submit such request
24 in writing specifying the name of the school and the nature of the volunteer services to be performed.

25 **Section 8.6 Jury Duty (KCC 3.12.240):**

26 Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her
27 regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with
28 the Finance and Business Operations Division of the Department of Executive Services. Employees

1 shall report back to their work supervisor when dismissed from jury service.

2 **Section 8.7 Military Leave (KCC 3.12.260):**

3 A leave of absence for active military duty or active military training duty shall be granted to
4 eligible employees in accordance with applicable provisions of state and/or federal law; provided, that
5 a request for such leave shall be submitted to the appointing authority in writing by the employee and
6 accompanied by a validated copy of military orders ordering such active duty or active training duty.

7 **Section 8.8 Unpaid Leaves of Absence:**

8 **A. Short-Term Leaves of Absence.** A leave of absence without pay for a period not
9 exceeding sixty (60) consecutive days may be granted by the applicable Supervisor.

10 **B. Long-Term Leaves of Absence.** The Director of the Human Resources Division
11 (HRD) of the Department of Executive Services may grant a request for a leave of absence for a
12 period longer than sixty (60) days with the favorable recommendation of the applicable Department
13 Director. Long-Term leaves may be conditional or unconditional, with any conditions set forth in
14 writing at the time that the leave is approved.

15 **C.** Leaves specified in A. and B. above shall not be unduly denied.
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1 **ARTICLE 9. WAGE RATES**

2 **Section 9.1 Pay Ranges:** The parties agree that the classification titles shall be compensated
3 at the pay ranges and steps as shown in Appendix D.

4 **Section 9.2 Cost of Living Adjustment:**

5 A. Effective January 1, 2010, the salary in effect on December 31, 2009, for each
6 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
7 Cities, September 2008 to September 2009 Index. In no event shall such increase be less than a
8 minimum of two percent (2%) of the salary nor greater than a maximum of six percent (6%).

9 B. Effective January 1, 2011, the salary in effect on December 31, 2010, for each
10 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
11 Cities, September 2009 to September 2010 Index. In no event shall such increase be less than a
12 minimum of two percent (2%) nor greater than a maximum of six percent (6%).

13 C. Effective January 1, 2012, the salary in effect on December 31, 2011, for each
14 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
15 Cities, September 2010 to September 2011 Index. In no event shall such increase be less than a
16 minimum of two percent (2%) nor greater than a maximum of six percent (6%).

17 D. Effective January 1, 2013, the salary in effect on December 31, 2012, for each
18 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W for All U.S.
19 Cities, September 2011 to September 2012 Index. In no event shall such increase be less than a
20 minimum of two percent (2%) nor greater than a maximum of six percent (6%).

21 **Section 9.3 Work Out of Class/Acting Assignment:** In the event an employee is assigned,
22 in writing, to perform duties of a higher classification, he/she shall be paid for all time so assigned in
23 excess of one (1) day at the first pay step of the higher classification or at the step which is the
24 equivalent of two steps (approximately five per cent) more than the employee's previous salary step,
25 whichever is greater, but not to exceed the top step of the new range.

26 If an employee works out of class for 12 consecutive months, the employee and/or the Unions
27 may submit a Position Description Questionnaire (PDQ), with a request for consideration of
28 reallocating the employee's position to the higher class. The PDQ shall be submitted to the

1 employee's departmental human resources manager for transmittal to the Human Resources Division
2 of the Department of Executive Services (DES). The departmental human resources manager shall
3 transmit the PDQ as soon as practical, but no more than 60 calendar days after submission of the
4 PDQ. Exception: employees who work out of class as an acting appointment to temporarily replace
5 another employee on a leave of absence are not eligible to be considered for reallocation.

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1 **ARTICLE 10: OVERTIME**

2 **Section 10.1** The overtime rate of pay for employees shall be at the rate of one and one-half
3 (1-1/2) times the straight-time rate in each classification, except for the holiday overtime rate.

4 **Section 10.2** All full-time work performed in excess of an overtime eligible employee's
5 scheduled work shift shall be considered as overtime. All part time employees that perform work in
6 excess of the employees regularly scheduled work shift will receive overtime pay for all work in
7 excess of six hours per day. However, an exception to the aforementioned is made should an
8 employee choose to work on his/her scheduled day off which is not in excess of forty (40) hours or
9 he/she chooses to accept additional four (4) hours of shift work

10 **Section 10.2.1** If an employee is required to work on a scheduled day off, the employee will
11 be paid at the overtime rate for time.

12 **Section 10.2.2** If the employee requests and the supervisor approves, employees may be
13 granted compensatory time at the rate of one and one-half times overtime hours worked, in lieu of
14 overtime pay. Employees may carry a maximum balance of 80 hours compensatory time.
15 Compensatory time may be taken as paid time off, to be requested and approved as for vacation leave.

16 **Section 10.3** A minimum of 3 hours at overtime rate shall be allowed for each call out.
17 Where such overtime exceeds 3, the actual hours worked shall be allowed at overtime rates. Shift
18 extensions do not constitute "call outs."

19 **Section 10.4** All overtime shall be authorized in advance by the Supervisor or the employee's
20 supervisor, except in emergencies. With respect to emergency situations, the employee shall make
21 every reasonable effort to contact a supervisor prior to engaging in the work. Saturday and Sunday
22 work is not overtime when it is a regularly scheduled work day for the individual.

23 **Section 10.5** If any provision of this article conflicts with minimum standards established by
24 Federal or State law, then that provision shall be automatically amended to provide the minimum
25 standards.

26 **Section 10.6 Standby Pay:** An overtime eligible employee assigned in writing standby
27 status shall receive 10% of the employee's base hourly rate of pay for each hour on standby.

28 **Section 10.7 Overtime Assignment:** When overtime work is necessary, supervisors and

1 managers will request volunteers from the qualified employees in the work group. If more employees
2 volunteer than are needed for overtime work, the overtime work will be assigned to the most senior
3 among the volunteers. If there are no volunteers, overtime work will be assigned to the least senior
4 among the group of qualified employees.

5 **Section 10.8** When worked is extended fifteen (15) minutes or less beyond the regular
6 assigned work day, such time shall be paid at the overtime rate for one quarter (1/4) of an hour.
7 Should work be extended by more than fifteen (15) minutes, the time worked beyond the regular
8 assigned work day shall be paid at the overtime rate in increments of thirty (30) minutes.

9 **Section 10.9 Early Start Time:** Employees called to work prior to commencing their
10 regular scheduled shift shall receive the overtime rate of pay in increments of one (1) hour for early
11 call out. The county agrees in principle not to schedule in a way that avoids overtime.

1 **ARTICLE 11: MEDICAL, DENTAL & LIFE INSURANCE**

2 The County will provide a medical, dental and life insurance plan for all benefit eligible
3 employees; such plans, including any changes thereto, to be as negotiated by the County and the
4 Unions through the Joint Labor-Management Insurance Committee.

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1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 12.1** Any employee who has established seniority and is elected or appointed to any
3 full-time office in a Union or who is transferred to a position in management shall retain seniority
4 status throughout either term or terms in office for duration of employment with management, and
5 may thereafter exercise their seniority by classification in selecting a new assignment of their choice.
6 Any new displaced employee will also have the right to exercise their seniority by classification in
7 selecting a new assignment of their choice.

8 **Section 12.2** All employees who have been authorized to use their own transportation on
9 County business shall be reimbursed at the rate established through Ordinance by the County Council.

10 **Section 12.3** The employer agrees to permit the Unions' shop stewards and business
11 representatives to post on County bulletin boards the announcement of meetings, election of officers,
12 and any other Unions' material, providing there is sufficient space, beyond what is required by the
13 County for "normal" business operations.

14 Unions' shop stewards and business representatives shall be allowed to post electronic mail
15 notices on the County system if the notices meet the same requirements listed above. In addition,
16 such representatives may use the County electronic mail system for communications related to
17 contract administration. In no circumstances shall use of the County equipment interfere with County
18 operations.

19 **Section 12.4** Authorized representatives of the Unions may have reasonable access to its
20 members in County facilities for transmittal of information or representation purposes before work,
21 after work, during lunch breaks, or other regular breaks, or at any reasonable time as long as the work
22 of the County employees and services to the public are unimpaired.

23 **Section 12.5** The County agrees to comply with all applicable Federal, State and local laws
24 and regulations regarding health and safety. In the event an employee discovers or identifies an
25 unsafe condition, the employee will immediately notify the supervisor. Employees will not be
26 disciplined for reporting unsafe conditions. If the Employer determines that there is an unsafe
27 condition, it will be remedied immediately. No employee shall be required to use equipment which is
28 not in a safe condition, or to work in an unsafe environment.

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Section 12.6 The County will pay for any required training.

Section 12.7 Transportation Worker Identification Credential (TWIC) Card renewals will be paid for Regular employees and reimbursed for probationary employees that successfully complete probation.

1 **ARTICLE 13: ON CALL EMPLOYEES**

2 **Section 13.1** The vacation accrual rate for an on call employee hired into a regular career
3 service position shall be based on the length of service as an on call employee.

4 **Section 13.2** If there has been one request for work and the on call employee has not worked
5 for the County in the previous 12 months, the parties will discuss the removal of the employee from
6 the on call list.

7 **Section 13.3** The parties may request to reopen negotiations for the purpose of discussing the
8 creation of a float pool staffed by regular employees.

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1 **ARTICLE 14: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

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

8 **Section 14.1 Definition:**

9 Grievance - A grievance shall be defined as an alleged violation of any of the express terms of
10 this Agreement, except that verbal or written reprimands and grievances under Article 15 (EEO) are
11 not subject to Step 5 of the grievance procedure.

12 Other matters may arise in the course of employment that do not meet the above definition of
13 a grievance. Employees are encouraged to discuss their concerns or potential problems informally
14 with supervisors and/or managers. A Unions' representative may participate in such discussions if
15 requested by the employee.

16 Probationary, part-time and temporary employees shall not have the right to pursue grievances
17 over terminations of employment but shall be able to pursue grievances as otherwise provided in this
18 Section. Term limited temporaries may pursue grievances over termination through Step 2 of the
19 grievance procedure.

20 **Section 14.2 Procedure:**

21 **Step 1.** A grievance shall be presented in writing by the aggrieved employee (and
22 representative, if the employee wishes) within twenty (20) working days of the occurrence or
23 knowledge of such grievance, to the employee's immediate supervisor. The grievance statement shall
24 include the date(s) of the alleged violation, the Article and Section of this Agreement believed to be
25 violated, and the requested remedy. The supervisor shall gain all relevant facts and shall attempt to
26 adjust the matter and respond in writing to the employee within twenty (20) working days. If a
27 grievance is not pursued to the next higher level within ten (10) working days after the supervisor's
28 response, it shall be presumed resolved.

1 **Step 2.** If, after thorough discussion with the immediate supervisor, the grievance has
2 not been satisfactorily resolved, the written grievance shall then be presented to the division manager
3 for investigation, discussion and written reply. The division manager or designee shall make a
4 written decision available to the aggrieved employee within ten (10) working days after receipt of the
5 written grievance statement. If the grievance is not pursued to the next higher level within ten (10)
6 working days following the division manager's or designee's response, it shall be presumed resolved.

7 **Step 3.** If, after thorough evaluation, the decision of the division manager has not
8 resolved the grievance to the satisfaction of the parties the grievance may be presented in writing to
9 the department director or his/her designee. All letters, memoranda, and other written materials shall
10 be made available for the review and consideration of the department director or his/her designee.
11 The director or designee may interview the employee and/or representative and receive any additional
12 related evidence which may be deemed pertinent to the grievance. The director or designee shall
13 make a written decision available within ten (10) working days after submission to Step 3. If the
14 grievance is not pursued to the next higher level within ten (10) working days after the department
15 director or designee's response, it shall be presumed resolved.

16 **Step 4.** If, after thorough evaluation, the decision of the department director or
17 designee has not resolved the grievance to the satisfaction of the employee, the grievance may be
18 presented to the Director of the Human Resources Division (HRD), Department of Executive
19 Services or his/her designee for review. The HRD Director may request information in addition to
20 that in the grievance file, and shall determine the scope and method of review. The HRD Director or
21 his/her designee shall render a decision within ten (10) working days of his/her receipt of the
22 grievance file. If the HRD Director fails to so issue, the Unions may proceed to Step 5 of this
23 grievance procedure.

24 **Step 5.** Either signatory party may request arbitration within thirty (30) calendar days
25 of the conclusion of Step 4. A request for arbitration must be submitted in writing to the King
26 County Labor Relations Manager or designee, or to the Unions' representative if the County requests
27 arbitration. The arbitration request must specify:

- 28 a) Identification of section(s) of Agreement allegedly violated;

- b) Details or nature of the violation;
- c) Position of party who is referring the grievance to arbitration;
- d) Questions which the arbitrator is being asked to decide; and
- e) Remedy sought.

The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Services or another agency if the parties agree. The arbitrator will be selected from the list by both the County representative and the Unions, each alternately striking a name from the list until only one name remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Regardless of the outcome of the arbitration, each party shall bear the cost of its own legal representation.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil services commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

Section 14.3 The Employer shall not discharge, suspend, nor otherwise discipline a career service employee for other than just cause. Copies of all warning notices, suspensions and discharges shall be forwarded to the Unions when issued to the employee.

Section 14.4 In the event the Employer requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, the employee shall be advised of his/her right to be accompanied by a representative of the

1 Unions and if the employee desires Unions' representation in said matter, he/she shall notify the
2 Employer at that time and shall be provided a reasonable time to arrange for Unions' representation.

3 **Section 14.5** The parties may extend the above described deadlines in writing by mutual
4 agreement of the parties.

5 **Section 14.6 Election of Remedies:** An employee who is covered by this Agreement has
6 access either to the grievance procedure herein, or the grievance procedure contained in the King
7 County Personnel Guidelines. Selection of one procedure will preclude access to the other to resolve
8 the grievance. Selection must be made at the conclusion of Step 1 of the procedure set forth in the
9 Personnel Guidelines or at the conclusion of Step 2 of the grievance procedure in Section 14.2 of this
10 Article. The employee's selection is final.

11 **Section 14.7** If both parties agree, the arbitration may be expedited. If one party desires
12 expedited arbitration, the other party will not unreasonably withhold its consent. In conducting an
13 expedited arbitration, the parties shall select an arbitrator and schedule the arbitration for a date no
14 later than thirty (30) days after the issue is submitted to arbitration. The parties will not submit post-
15 hearing briefs, and the arbitrator will be asked to issue a bench decision, but in any event will be
16 required to issue a decision within seven (7) days of the close of the hearing.

17 **Section 14.8** At any step after Step 2 of this procedure, the parties may agree to request the
18 assistance of a mutually acceptable neutral third party to serve as a mediator. This shall not preclude
19 either party from submitting the matter to arbitration as specified in Step 5. If no arbitration request
20 has been submitted prior to mediation, either party may request arbitration within thirty (30) days
21 after the mediator or one of the parties declares impasse.

22 **Section 14.9** With respect to the processing, disposition and/or settlement of any grievance,
23 including hearings and final decision of any arbitrator, the Unions shall be the exclusive
24 representative of the employee.

1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County and the Unions shall not unlawfully discriminate against any individual
3 employees with respect to compensation, terms, conditions or privileges of employment by reason of
4 race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation,
5 political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper
6 subject for adjudication under the grievance arbitration procedure of Article 14 of this Agreement.
7 Grievances involving allegations of discrimination that are not resolved through the grievance
8 procedure of Article 14 may be referred by the grievant to the appropriate government agency.

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1 **ARTICLE 16: SAVINGS CLAUSE**

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

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1 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 17.1** The Employer and the Unions agree that the public interest requires efficient
3 and uninterrupted performance of all County services and to this end pledge their best efforts to avoid
4 or eliminate any conduct contrary to this objective. Specifically, the Unions shall not cause or
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
6 assigned duties, sick leave absence which is not bona fide, or other interference with County
7 functions by employees under this Agreement and should same occur, the Unions agree to take
8 appropriate steps to end such interference. Any concerted action by any employees in any bargaining
9 unit shall be deemed a work stoppage if any of the above activities have occurred.

10 **Section 17.2** Upon notification in writing by the County to the Unions that any of its
11 members are engaged in a work stoppage, the Unions shall immediately, in writing, order such
12 members to immediately cease engaging in such work stoppage and provide the County with a copy
13 of such order. In addition, if requested by the County, a responsible official of the Unions shall
14 publicly order such Unions' employees to cease engaging in such a work stoppage.

15 **Section 17.3** Any employee participating in such work stoppage or in other ways committing
16 an act prohibited in this article shall be considered absent without leave. The County may consider
17 such absence a resignation. Such employees are also subject to discharge, suspension, or other
18 disciplinary action.

1 **ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES**

2 **Section 18.1** Seniority is defined as total length of service with King County. For purposes
3 of layoff, bumping, and recall, the identification of affected employees shall be made on the basis of
4 seniority.

5 **Section 18.2** A new employee shall be entitled to seniority when such employee has
6 completed a probationary period of six (6) months with the County. Probation may be extended to
7 twelve (12) months provided that the reason for extension is forwarded to the employee and the
8 Unions. Upon completion of the probationary period, the employee's seniority date shall be the
9 initial date of hire. Temporary employees and term-limited temporary employees as defined in the
10 King County Code (KCC 3.12.010) do not obtain seniority until such time as they are hired on a
11 regular full-time or regular part-time basis.

12 **Section 18.3** Seniority rights shall be forfeited if the employee is discharged for just cause or
13 if the employee resigns employment with the County, or if the employee is on a leave of absence in
14 excess of two (2) years in accordance with Article 7, Section 8.

15 **Section 18.4** The County agrees to notify the Unions in writing at least six (6) weeks in
16 advance of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to
17 Section 1 of this Article. Such notice of layoff shall include the name, classification and hire-in date
18 of all such employees whose positions are scheduled to be eliminated. Prior to laying off any
19 employees, management shall consider the following options for the impacted employee(s):

20 A. Voluntary layoff.

21 B. Voluntary retirement - pursuant to the rules of the Public Employment Retirement
22 System.

23 **Section 18.5** The County will endeavor to place in other positions throughout the County
24 those employees who are laid off.

25 **Section 18.6 Bumping:** Employees who are identified for layoff by actual layoff notice must
26 within fourteen (14) calendar days after such notice notify the County of their intention to bump into
27 another position within the bargaining unit. The layoff notice will identify the position into which the
28 employee is entitled to bump. After receiving the layoff notice, employees may displace (bump)

1 another employee within the employee's layoff group as defined in Section 7 below, if they meet all
2 of the following criteria:

3 A. The employee to be bumped is the least senior employee in the layoff group of
4 those employees in the job classification into which the employee elects to bump, and has less
5 seniority than the employee who elects to bump; and

6 B. The job classification of the employee to be bumped is at a pay range equal to or
7 lower than the employee who elects to bump; and

8 **Section 18.7** A regular employee may bump a term-limited temporary employee in a
9 bargaining unit position within the layoff group, or may accept appointment into a vacant term-
10 limited position in the bargaining unit, provided the regular employee meets the qualifications of the
11 position. The placement of a regular employee into a term-limited position shall not convert such
12 position to a regular, career service position; however, at the conclusion of the term-limited
13 appointment, such regular employee shall be entitled to all benefits of any other regular employee
14 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in
15 the term-limited position.

16 **Section 18.8 Recall:** All bargaining unit employees who are laid off, whose hours of work
17 are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited
18 temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job
19 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A
20 laid off employee may be involuntarily removed from the recall list after the expiration of two (2)
21 years from the date of layoff, or if the employee does not accept re-employment within the bargaining
22 unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-
23 employment in a position with a lower salary range or with fewer working hours than the employee
24 held at the time of layoff shall not be cause for removal from the recall list. Employees who are
25 eligible for recall may accept a temporary or term-limited position without jeopardy to their recall
26 rights.

1 **ARTICLE 19: CREW REQUIREMENTS**

2 **Section 19.1** The Employer and the Union agree they shall staff the vessels of the Employer,
3 while in service, with the standard complement of crew personnel in accordance with the Certificate
4 of Inspection (C.O.I.), with a minimum of one (1) licensed deck officer, two (2) deckhands, one of
5 which shall be classified as a senior deckhand.

6 **Section 19.2** Except in cases of emergency and for movements within the vicinity of the tie-
7 up slips, or shipyards, when any vessel is not manned in accordance with the minimum manning
8 schedules of unlicensed personnel in the Deck Work Unit, the wages of the position(s) shall be
9 divided equally among the employees performing the work of the unfilled position(s). If a crew
10 shortage occurs on a holiday, the holiday rate of pay shall apply.

1 **ARTICLE 20: GALLEY SERVICE**

2 If the County opens Galley service on any of their vessels, the County agrees to bargain with
3 the unions on meal discounts for qualified employees. Furthermore, should the County be authorized
4 to provide Galley Service, the parties agree to negotiate where appropriate.

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1 **ARTICLE 21: SENIORITY AND ASSIGNMENTS**

2 **Section 21.1** The Employer recognizes the principle of total county service seniority in the
3 administration of promotions, transfers, layoffs and recalls. Lateral transfers of bargaining unit
4 personnel to all open positions throughout the fleet shall be conducted by seniority. In the application
5 of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in
6 accordance with the job requirements, seniority by classification shall prevail.

7 **Section 21.2 Establishing Seniority:**

8 1. An employee's hire date shall become the employee's seniority date. Provided that,
9 for job bidding purposes, in the deck department all employees must possess a Merchant Marine
10 Document (MMD).

11 2. Department Seniority: Seniority shall be established by classification(s) within the
12 following work units. For seniority purposes, classification(s) of Terminal Work Unit personnel shall
13 fall into two (2) categories, Deck Work Unit into five (5) categories, Licensed Engine room one (1)
14 category:

- | | | |
|----|------------------------|--------------------------------|
| 15 | Licensed Deck | 1. Master |
| 16 | Licensed Engine room | 1. Engineer |
| 17 | Unlicensed Engine room | 1. Oiler |
| 18 | Deck Work Unit: | 1. Senior Deckhand |
| 19 | | 2. Deckhand |
| 20 | | 3. Purser/Deckhand |
| 21 | Terminal Work Unit: | 1. Information/ticketing agent |
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1 **ARTICLE 22: MAINTENANCE AND CURE**

2 **Section 22.1**

3 A. When any member of the crew of a vessel is entitled to daily maintenance, it shall
4 be paid at the rate of seventy-five (\$75.00) dollars per day. In addition to and separate from the
5 seventy-five (\$75.00) dollar daily maintenance rate, the Employer shall pay a wage supplement of
6 fifty (\$50.00) dollars per day. In the event of a Jones Act judgment, the supplemental amount paid by
7 King County shall be applied to offset any Jones Act judgment against the County.

8 B. Transportation to or from a medical facility shall be furnished by the Employer if
9 the employee becomes ill or is injured on duty.

10 C. The Employer agrees to notify the Union of all injuries to employees when such
11 injuries occurred while on duty.

12 D. The Employer recognizes the right of the Union to intercede on questions which
13 may arise under the application of this rule.

14 E. The Employer will maintain an employee's health and welfare benefits and pension
15 benefits for a period of six (6) months after an employee is injured on duty.

16 F. The Employer may at its discretion elect to provide an injured employee with his or
17 her wages. In no event will the employee also be paid maintenance.

18 **Section 22.2** Wages and maintenance and cure shall not be withheld merely because an
19 employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps
20 toward that end, regardless of the Employer's arrangements with any insurance company.

1 **ARTICLE 23: WORKING CONDITIONS (GENERAL)**

2 **Section 23.1** All confined spaces shall be properly ventilated prior to and during painting.

3 **Section 23.2** There shall be no painting, chipping, scraping, soogying, or any maintenance or
4 sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. No
5 maintenance shall be performed over the side of vessels while propellers are turning.

6 **Section 23.3** Employees shall not be required to soogy any areas of the vessel when the
7 temperature is below forty (40) degrees in the area to be soogied. This provision will not apply when
8 the vessel is in lay-up status.

9 **Section 23.4** Before the Employer changes any vessel running schedules, the Employer will
10 meet with the Unions, if requested to do so, to advise and discuss the changes with the Unions.

11 **Section 23.5** Employees will not be required to open, enter, or work in sewage holding tanks.

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1 **ARTICLE 24: PENALTY PAY (GENERAL)**

2 **Section 24.1** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or
3 if employee comes in physical contact with sewage while exercising due care in the performance of
4 their duties. One-half (1/2) hour minimum.

5 **Section 24.2** When required to clean-up excrement, and/or vomit as well as blood: One-half
6 (1/2) hour minimum.

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ARTICLE 25: ALLOWANCE FOR SCHOOLING AND UPGRADING

1 **Section 25.1** King County will participate in a program which will enable qualified
2 unlicensed vessel employees who have one (1) year seniority with the County to secure a 100/200
3 Gross Ton Master's License to operate the King County Ferry vessels.

4 **Section 25.2** The County, subject to the employee receiving prior approval, shall reimburse
5 an employee who qualified under the provisions of this Agreement for the employee's tuition at an
6 approved school upon proper presentation of receipt, and payment for wages lost while attending
7 school for a total of 10 days.

8 **Section 25.3** An employee to be qualified under this Agreement must have not less than one
9 (1) year of continuous service in the employ of King County and must be in the employ of King
10 County at the time of applying for the License.

11 **Section 25.4** King County has the option to provide training at the work site of the employee
12 or an alternate location. The procedures below are adopted for governing pay practices relative to
13 County sponsored training.

14 **A.** King County shall attempt to provide a minimum of ten (10) days written or verbal
15 notice to employees when employees are requested to attend county sponsored training classes.
16 When training notification is less than ten (10) days, the County shall give consideration to
17 employees' special scheduling considerations (e.g., prior made medical appointments, child care
18 responsibilities, transportation) and shall make attempts to reschedule the employee to remaining
19 classes in the current training season.

20 **B.** All employees shall be paid mileage for attending training classes. Travel time to
21 and from the training classes shall also be paid unless the class concludes within the scheduled shift
22 hours.

23 **C.** Employees shall be paid a minimum of their scheduled straight time shift hours for
24 that day for attending training classes, less lunch period. The overtime provision shall apply to
25 training classes exceeding the above noted scheduled shift hours.
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1 **ARTICLE 26: UNION NEGOTIATION COMMITTEE**

2 **Section 26.1** The Employer recognizes the establishment of the Union's Negotiating
3 Committee. When requested by the Union, the Employer will provide relief to allow a maximum of
4 two members of the Negotiating Committee to perform the duties of the Committee. The Employer
5 will be required to pay any wages to any member of the Committee during those times that the
6 members are performing their duties of the Negotiating Committee at the bargaining table.

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1 **ARTICLE 27: DURATION**

2 This Agreement and each of its provisions shall be in full force and effect when ratified by the
3 parties, unless a different effective date is specified, and covers the period of July 1, 2009 through
4 December 31, 2013. Written notice to begin negotiations for a successor to this Agreement shall be
5 served by either party upon the other at least sixty (60) days prior to the expiration date.

6
7 APPROVED this 1st day of July, 2009.

8 By: [Signature]
9
10 King County Executive

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12 [Signature]
13 Captain Timothy A. Brown, President
14 International Organization of Masters, Mates and Pilots

6/29/09
Date

15 [Signature]
16 Captain Tim Saffle, Branch Agent
17 International Organization of Masters, Mates and Pilots

6-26-09
Date

18 [Signature]
19 Jeff Duncan, Marine Engineers' Beneficial Association
20 /Washington State Ferries Representative
21 Marine Engineers' Beneficial Association

6-26-09
Date

22 [Signature]
23 Karol Kingery, Branch Agent
24 Marine Engineers' Beneficial Association

6-26-09
Date

25 [Signature]
26 Alan Coté, National President
27 Inlandboatmen's Union of the Pacific

6-30-09
Date

28 [Signature]
Dennis Conklin, Regional Director, Puget Sound
Inlandboatmen's Union of the Pacific

06-30-09
Date

1 **APPENDIX A - IBU WORK UNIT PERSONNEL**

2 **SECTION 1 - HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT**

3 **1.1 Vessel Shift Changes.** When any vessel watch schedule is changed by three (3) hours or
4 more and/or the employees' day off assigned to said vessel are changed by at least one (1) day, or the
5 vessel's home terminal is changed, the employees' whose watch has changed by three (3) hours or
6 more, whose days off has changed by (1) or more days, whose home terminal has changed, shall have
7 the right to exercise their seniority by classification in selecting a new assignment of their choice.
8 Any displaced employee will also have the right to exercise his/her seniority by classification in
9 selecting a new assignment of his/her choice.

10 **1.2 Filling of vacancies**

11 **A.** All deck employees will be allowed to bid for all IBU deck positions in which they
12 have the appropriate endorsement. However, no employee will be moved from his/her permanent
13 position unless he/she bids for and is actually awarded another position. All positions will be
14 awarded by seniority with the appropriate classification.

15 **B. Filling Temporary Vacancies**

16 **1.** Temporary assignments will be filled by seniority.
17 **2.** Any employee who fails a drug/alcohol test will relinquish his/her
18 permanent assignment. When the employee is certified to return to work, the employee will be
19 placed on the on-call list by seniority until the next bid period.

20 **3.** Any employee who is medically unfit for duty will be eligible to return to
21 his/her permanent assignment, subject to fit-for-duty requirements. In the event that the employee is
22 unfit for duty for more than six (6) months, the Employer retains the right to evaluate the status of the
23 employee and to determine to bid the position as a permanent assignment. In the event the employee
24 is certified to return to duty, the employee will be returned to his/her previous assignment as soon as
25 practicable.

26 **1.3 Extension Of Wages**

27 Whenever a Deckhand is injured or contracts a contagious or infectious disease in the line of duty, the
28 Deckhand's wages may be extended by the Employer.

1 **SECTION 2 - WORKING CONDITIONS**

2 2.1 There will be no chipping, scaling, painting or preparation for painting performed by
3 Deck Work Unit employees on holidays provided for in the Agreement.

4 2.2 Chipping, painting and preparation for painting by vessels' crews shall not be performed
5 outside when the temperature is below 40 degrees, except when in layup status.

6 2.3 All confined spaces shall be properly ventilated prior to and during painting.

7 2.4 Employees will not be required to open, enter, or work in sewage holding tanks.

8 2.5 Hazardous materials will be transferred in approved, secure, and clearly labeled
9 containers. For the purposes of this section, hazardous materials shall mean those materials so
10 designated by the Material Safety Data Sheet (MSDS).

11 **SECTION 3 - WAGES**

12 3.1 The Parties agree to a base rate associated with Deckhands. Deckhands working a
13 Purser/Deckhand shift will be paid a 2.4% premium. Deckhands working a Senior Deckhand shift
14 will be paid a 4.8% premium. Leave pay will be based on shifts scheduled.

1 **APPENDIX B - MM&P LICENSED DECK OFFICERS AGREEMENT**

2 The following rules are in addition to the Main Agreement and apply to Deck Officers.

3 **I. HEALTH AND SAFETY**

4 **1.1 General Provision**

5 The Employer shall take all reasonable and necessary precaution for the protection of the
6 health and safety of the Deck Officer.

7 **1.2 Defense Of Claims**

8 In every case where an action or proceeding for damages is instituted against any Deck Officer
9 performing, or in good faith purporting to perform the Deck Officer's official duties, such Deck
10 Officer may request the Prosecutors Office to authorize the defense of the action or proceeding at
11 County expense.

12 **1.3 Extension Of Wages**

13 Whenever a Deck Officer is injured or contracts a contagious or infectious disease in the line
14 of duty, the Deck Officer's wages may be extended by the Employer.

15 **II. SCHEDULES AND BIDDING**

16 **2.1 Vessel Shift Changes.** When any vessel watch schedule is changed by three (3) hour or
17 more and/or the employees' day off assigned to said vessel are changed by at least one (1) day, or the
18 vessel's home terminal is changed, shall have the right to exercise their seniority in selecting a new
19 assignment of their choice. Any displaced employee will also have the right to exercise his/her
20 seniority in selecting a new assignment of his/her choice.

21 **2.2 Filling of vacancies**

22 A. All deck officers will be allowed to bid for all MM&P deck positions in which
23 they have the appropriate endorsement. However, no employee will be moved from his/her
24 permanent position unless he/she bids for and is actually awarded another position. All positions will
25 be awarded by seniority.

26 **B. Filling Temporary Vacancies**

27 1. Temporary assignments, will be filled by seniority.

28 2. Any employee who fails a drug/alcohol test will relinquish his/her

1 permanent assignment. When the employee is certified to return to work, the employee will be
2 placed on the on call list by seniority until the next bid period. Any employee who fails a
3 drug/alcohol test will have their seniority adjusted for the total time the employee has been
4 unavailable to work for the County.

5 3. Any employee who is medically unfit for duty will be eligible to return to
6 his/her permanent assignment, subject to fit-for-duty requirements. In the event that the employee is
7 unfit for duty for more than six (6) months, the Employer retains the right to evaluate the status of the
8 employee and to determine to bid the position as a permanent assignment. In the event the employee
9 is certified to return to duty, the employee will be returned to his/her previous assignment as soon as
10 practicable.

1 **APPENDIX C - ENGINE WORK UNIT PERSONNEL**
2 **LICENSED ENGINEER OFFICERS AND OILERS**

3 The following Sections pertain to the Marine Engineers' Beneficial Association and
4 are in addition to this agreement.

5 **SECTION 1 - REPRESENTATION**

6 (a) The Employer shall deduct from the wages of Engineer Officers and Oilers all voluntary
7 contributions to the Union's political action fund and remit the same to the fund. Employees wishing
8 that such deductions be made shall submit a written request therefore in a form agreed on by the
9 Employer and the Union.

10 (b) The Employer will not discriminate against any employee because of participation or lack
11 of participation in Union activities. The Union shall not discriminate against an individual who
12 exercises his/her non-membership rights in the Union as stated in this Agreement per applicable State
13 statute.

14 (c) When the Employer is presented with circumstances that may require the reasonable
15 accommodations of a disability, which accommodation might result in a deviation from the terms of
16 this Agreement, the Employer and the Union will meet to discuss this requested accommodation and
17 its deviation from the terms of this Agreement. However, by agreeing to discuss these issues, the
18 Union is not waiving any position or argument regarding them, including, but not limited to, the
19 following: that accommodations that do not violate this Agreement are available and appropriate;
20 that the law neither requires nor permits accommodations that violate this Agreement.

21 (d) Any contemplated changes of hours, wages and/or working conditions shall be negotiated
22 with the Union prior to implementation; provided that this sentence shall not preclude the Union from
23 grieving any such changes under Article 14. A copy of any correspondence concerning wages, hours
24 and/or working conditions of employees in the bargaining unit shall be sent to the Union at the same
25 time such notification is sent to the employee(s).

26 **SECTION 2 - VACANCIES**

27 All Licensed Engineers and Oilers will be allowed to bid for any position that becomes open
28 for bid. However, no employee will be moved from his/her permanent position unless he/she bids for

1 and actually is awarded another position. All positions will be awarded by seniority. For purposes of
2 this section, seniority will be based on the hire date or date of qualifying License held; whichever is
3 later.

4 **SECTION 3 - SENIORITY AND ASSIGNMENTS**

5 The Employer recognizes the principle of seniority in the administration of promotions,
6 transfers, layoffs and recalls. The Employer shall dispatch bargaining unit personnel to all open
7 positions throughout the fleet by seniority. In the application of seniority under this section, if an
8 employee has the necessary qualifications and ability to perform in accordance with the job
9 requirements, seniority by classification shall prevail.

10 Establishing Seniority:

11 An employee's hire date shall become the employee's seniority date.

12 **SECTION 4 - PENALTY PAY**

13 (a) Penalty pay shall be at the straight time rate of pay and shall be paid in addition to
14 whatever the rate of pay (straight time or overtime) is being paid when penalty work is performed.

15 (b) Licensed Engineers performing the following work shall receive a minimum of one-half
16 (1/2) hour pay at the penalty time rate while performing such work:

17 (1) When ordered into water or fuel tanks, air bottles or inside boilers or voids. Tanks
18 and voids shall receive a gas free certificate, if required, prior to the commencement of the work.
19 Protective clothing, safety devices, etc. necessary to the work at hand shall be furnished by the
20 Employer.

21 (2) Work performed on the drainage side of sanitary systems when coming into
22 physical contact with sewage.

23 (3) Working with hazardous or dangerous labeled compounds. Engineer Officers
24 shall not be discriminated against for refusing to work with said hazardous or dangerous labeled
25 compounds. For purposes of this Section, hazardous or dangerous labeled containers shall mean ones
26 having an HMIS Health Hazard Rating of 3 or 4.

27 (c) Licensed Engineer Officers shall receive the Oiler penalty time pay only if there is no
28 Oiler on duty or available to do the work.

1 (d) Oilers shall receive penalty pay at the straight time rate of pay and shall be paid in
2 addition to whatever the rate of pay (straight time or overtime) is being paid when penalty work is
3 performed. Except for the items specified below, penalty time shall be paid for time actually worked
4 with a minimum payment of one-half (1/2) hour and in one-half (1/2) hour increments.

5 (1) Opening, entering, and working in sewage holding tanks. Cleaning up any leakage
6 or spillage of sewage from tanks, piping or pumps, or if employee comes in physical contact with
7 sewage while exercising due care in the performance of their duties. One-half (1/2) hour minimum.

8 (2) Entering and working in voids, tanks, fuel tanks, air bottles, boilers, engine
9 manifolds, cylinders and heat exchangers. One-half (1/2) hour minimum. Tanks and voids shall
10 receive a gas-free certificate if required, prior to the commencement of the work. Protective clothing,
11 safety devices, etc., necessary to do the work at hand shall be furnished by the employer.

12 **SECTION 5 - ENGINEER OFFICER DUTIES**

13 (a) Engineer Officers shall not be required to perform duties other than those necessary for
14 the proper operation and maintenance of vessels auxiliary and main propulsion units.

15 (b) All pumps, winches, steering units, piping lines, sanitary and heating systems,
16 refrigeration units, and other mechanical or electrical equipment normally falling under the
17 cognizance of the Engineer Officer shall be classed as vessel auxiliaries.

18 (c) Except in emergencies, Engineer Officers shall not be required to perform duties normally
19 performed by unlicensed personnel.

20 (d) The Engineer shall be the primary employee responsible for all routine maintenance,
21 operations, repairs and, when so designated by the Employer, for all major repairs such as when in the
22 dry-dock for major overhaul. As such, the Engineer shall maintain all required historical records,
23 maintenance records and operating records for his/hers assigned vessel(s).

24 (e) Engineer Officers shall not be required to perform duties other than those necessary for
25 the proper operation, repair, and maintenance of Passenger Only Vessels' auxiliaries, main propulsion
26 units, and Passenger Only Vessels' Maintenance Facilities.

27 **SECTION 6 - STAFFING**

28 At the maintenance facility, the Employer agrees to maintain the following minimum staffing

1 requirements per shift.

2 One (1) Engineer

3 **SECTION 7 - EDUCATION**

4 (a) Upon written request and the approval of the Employer, whenever an Engineer Officer or
5 Oiler attends any class, seminar, course, school, or otherwise increases his/her qualifications as an
6 Engineer Officer or Oiler in any manner which pertains to the operations of the Employer, the
7 Employer shall pay all of such Engineer Officer's or Oiler's tuition costs and shall extend and pay
8 his/her wages for up to one hundred sixty (160) hours in each instance upon successful completion.

9 (b) It is agreed that the Employer will participate in the educational program of the Marine
10 Engineers Beneficial Association. For this purpose, the employer will agree to pay to the MEBA
11 Training Plan \$3.00 per man day. Such training shall be subject to the provisions of this section
12 excepting tuition costs.

13 **SECTION 8 - WELFARE**

14 (a) For Temporary Relief Engineers, the Employer agrees to participate in and shall continue
15 in full force and effect to and including one (1) year beyond the expiration date of this Agreement, the
16 MEBA Medical and Benefits Plan and its respective trust indentures heretofore established,
17 conditioned on the continued approval by the Internal Revenue Service on the subject of tax
18 deductions only. In the event this Agreement is extended pursuant to the terms of this Agreement as
19 set forth above, it is agreed that the MEBA Medical and Benefits Plan and its respective trust
20 indentures shall continue in full force in effect for twelve (12) months past the expiration date of the
21 extended Agreement. The Employer will pay medical contributions in the amount of forty-seven
22 dollars (\$47.00) per day per person for each day the Temporary Relief Engineer works through the
23 term of this Agreement.

24 (b) Effective July 1, 2009, and every July 1 thereafter, during the term of this agreement, the
25 rate of contribution to the MEBA Medical and Benefits Plan shall be increased by the percentage
26 increase in the medical care component of the Consumer Price Index (United States Average for
27 Urban Wage Earners and Clerical Workers (CPI-W or its agreed upon successor) during the most
28 recent previous twelve (12) month period for which such index has been calculated by the Bureau of

1 Labor Statistics of the United States Department of Labor.

2 (c)

3 (1) All Employees working as Temporary Relief Engineers under this agreement shall
4 be required to make contributions to the Plan equal to one percent (1%) of their gross wages
5 (Mandatory Contributions).

6 (2) The Employer agrees to deduct these contributions directly from each Employee's
7 wages and forward them to the Plan in accordance with rules and procedures adopted by the Plan.

8 (3) Such Mandatory Contributions are "pre-tax" contributions and are therefore not
9 subject to federal withholding taxes.

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King County

**Checklist and Summary of Changes for the attached
Collective Bargaining Agreement**

Name of Agreement
Ferry Coalition (Department of Transportation - Passenger Only Vessels, Marine Division)
Labor Negotiator
James J. Johnson

Prosecuting Attorney's Review	Yes
Document Tracking System Routing Form; Motion or Ordinance	Yes
Executive Letter	Yes
Fiscal Note	Yes
Six Point Summary	Yes
King County Council Adopted Labor Policies Contract Summary	Yes
Ordinance	Yes
Original Signed Agreement(s)	Yes
Does transmittal include MOU/MOA?	No

Six Point Summary of changes to the attached agreement: (new agreement)
1. This is the first labor agreement between King County (KC) and the International Organization of Masters, Mates and Pilots; the Marine Engineers' Beneficial Association; and the Inlandboatmen's Union of the Pacific. This labor agreement allows the county to utilize its own employees to operate passenger-only vessels on ferry routes between Vashon Island and downtown Seattle and between West Seattle and downtown Seattle.
2. This labor agreement provides many employee rights and benefits consistent or identical to employee rights and benefits contained in the King County Code, the Personnel Guidelines, and other county labor agreements.
3. This labor agreement creates five new job classifications. Those new classifications are for Marine Captain, Marine Deckhand, Marine Engineer, Marine Oiler, and Marine Information Agent.
4. The wage rates for all employees covered by this labor agreement are based on the King County Squared Table.
5. This labor agreement uses the cost-of-living calculation method used in other labor agreements. COLA is determined at the rate of (90%) of the CPI-W for All U.S. Cities, September to September Index, provided that such rate shall not be less than 2%, nor greater than 6%.
6. This labor agreement provides that medical, dental and life insurance employee benefits will be provided through the Joint Labor-Management Insurance Committee.

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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Ferry Coalition (Passenger only Vessels, Marine Division, Department of Transportation)

TERM OF CONTRACT: July 1, 2009, through December 31, 2013

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: This agreement covers three bargaining units (Marine Captains, Marine Deckhands, and Marine Engineers) who collectively operate a passenger-only ferry service. The bargaining unit members are responsible for the safe operation and maintenance of ferry vessels and shore-side facilities.

NEGOTIATOR: James J. Johnson

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Any layoffs will be according to seniority in accordance with policy.
➤ INTEREST-BASED BARGAINING:	The parties employed an interest-based approach in negotiating this agreement.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual reflects modified industry standards. Sick leave cashout is consistent with county policy.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement contains a comprehensive equal employment opportunity clause.
➤ CONTRACTING OUT OF WORK:	The agreement provides that the county shall not contract out work that has historically been performed by the Unions, except in the case of emergency needs, short-term augmentations of the workforce, or as required by law.
➤ LABOR / MANAGEMENT COMMITTEES:	The agreement recognizes the Unions' Negotiating Committee.
➤ DISCIPLINE & GRIEVANCES:	The agreement provides for discipline with just cause and contains a grievance procedure to resolve contract disputes.
➤ MEDIATION:	The agreement provides for the use of conflict resolution procedures to resolve disputes at the lowest possible management level.
➤ CONTRACT CONSOLIDATION:	The agreement covers three new bargaining units in a single contract, thereby reducing the number of contracts that the county is required to administer.



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Ferry Coalition (Passenger only Vessels, Marine Division, Department of Transportation)		
Effective Date:	7/1/2009		
Affected Agency and/or Agencies:	DOT Marine		
Note Prepared by:	Matthew McCoy, Labor Analyst, DES	Phone: 205-8004	
Department Sign Off:	Evelyn Wise, Finance & Admin Services Manager	Phone: 263-0417	
Note Reviewed by:	Cristina Gonzalez, Budget Analyst (Marine)	Phone: 263-9765	
Supplemental Required?			
NO <input type="checkbox"/>	YES <input type="checkbox"/>		

EXPENDITURES FROM:

Fund Title	Fund Code	Dept	2009	2010	2011	2012	2013
Marine		DOT	\$ 627	\$ 28,452	\$ 39,063	\$33,607	\$34,514
TOTAL			\$ 627	\$ 28,452	\$ 39,063	\$33,607	\$34,514

EXPENDITURE BY CATEGORIES:

Expense Type	2009 Base (Last 4 months of 2009)	2009	2010	2011	2012	2013
Salaries	\$ 133,224	\$ 627	\$ 22,947	\$ 30,880	\$26,567	\$27,284
OT	\$ 15,987	\$ 0	\$ 2,232	\$ 3,689	\$3,174	\$3,259
PERS & FICA	\$ 19,308	\$ 0	\$ 3,273	\$ 4,494	\$3,866	\$3,971
TOTAL	\$ 168,519	\$ 627	\$ 28,452	\$ 39,063	\$33,607	\$34,514

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** 7/1/2009 – 12/31/2013
- Wage Adjustments & Effective Dates:**
 - COLA:** 2009 rates are initial starting rates, 90% of all-cities CPI-W for 2010 -2013, assumed COLA rates are, respectively 2.00% (2010), 3.24% (2011), 2.7% (2012) and 2.7% (2013).
 - Other:**
 - Retro/Lump Sum Payment:**
- Other Wage-Related Factors:**
 - Step Increase Movement:**
 - PERS/FICA:** Payroll taxes estimated to be 13%.
 - Overtime:** Based on industry standard assumption of 12%.
- Other Cost Factors:** \$50 per day pre-tax contribution to medical trust for Relief Engineers – included in budget.

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July 17, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the Ferry Coalition (Passenger only Vessels, Marine Division) collective bargaining agreement for the period of July 1, 2009, through December 31, 2013. The Ferry Coalition is made-up of employees that belong to the International Organization of Master, Mates and Pilots; the Marine Engineers' Beneficial Association; and the Inlandboatmen's Union of the Pacific. These employees work for the Department of Transportation and will be responsible for the safe operation and maintenance of passenger only ferry vessels and shore-side facilities.

This is the first-ever contract between the county and the newly created Ferry Coalition. This agreement allows the county to use its own employees to operate passenger-only ferry service on ferry routes contracted from the King County Ferry District (KCFD). The agreement has no limitations on the number of passenger-only ferry routes that the county can contract with to provide service. Should the county contract with the KCFD for routes beyond the current Vashon Island to Downtown Seattle and the West Seattle to Downtown Seattle routes, this agreement will allow the county to rapidly staff and hire qualified employees for future routes.

This agreement covers all classifications of employees that are required to successfully and safely operate a passenger ferry service. The agreement contains provisions for Marine Captains to operate the vessels and supervise all loading, unloading and transit of passengers. The Marine Deckhands are responsible for collecting tickets, loading and unloading of passengers, and routine maintenance of the vessels to ensure passenger safety. The Marine Engineers will be responsible for the overall mechanical readiness, safety and performance of the vessel. The Marine Engineers are assisted by the Marine Oilers who perform the maintenance work required to operate the vessels. Finally, a Marine Information Agent, will sell tickets, provide other necessary shore-side services to assist the public, and operate vessel galleys, should galley service be established on-board county vessels. This team of employees will ensure a safe ferry program that the public can be proud of.

The Honorable Dow Constantine

July 17, 2009

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The adoption of the enclosed ordinance is a necessary step towards fulfilling the county's obligations, as required by the interlocal agreement between the county and the KCFD, to hire personnel and administer labor contracts as required to operate a passenger-only ferry service.

The cost-of-living increases contained in this agreement for employee wages follow the standard county practice of annually increasing by 90 percent of the increase in the All Cities CPI-W Index, September to September for the preceding year. However, the increase is guaranteed to be at least equal to two percent, and is capped at six percent.

The agreement reached is a product of good faith collective bargaining between King County and the Ferry Coalition. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556 at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Saroja Reddy, Policy Staff Director
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Bob Cowan, Director, Office of Management and Budget (OMB)
Beth Goldberg, Deputy Director, OMB
James J. Buck, County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES