#### Coalition Labor Agreement (CLA) - Appendix for 446 1 **Agreement Between King County** And 2 The King County Maritime Coalition 3 Passenger-only Vessels, Marine Division, Metro Transit Department **Table of Contents** 4 5 PURPOSE...... ARTICLE APPLICATION OF COALITION LABOR AGREEMENT ......1 ARTICLE 2: 6 ARTICLE 3: 7 ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP ......2 ARTICLE 5: RIGHTS OF MANAGEMENT......2 8 ARTICLE 6: HOLIDAYS......2 9 ARTICLE 7: RETURN TO WORK 4 ARTICLE 8: 10 ARTICLE 9: WAGE RATES.....4 11 OVERTIME AND DISPATCH OF WORK ......5 ARTICLE 10: ARTICLE 11: 12 ARTICLE 12: BUMP-UP CAPTAINS ......9 13 ARTICLE 13: ON CALL EMPLOYEES.......10 ARTICLE 14: WORK STOPPAGES AND COUNTY PROTECTION ......11 14 ARTICLE 15: REDUCTION-IN-FORCE/LAYOFF REHIRES ......11 15 ARTICLE 16: GALLEY SERVICE.......13 ARTICLE 17: 16 ARTICLE 18: 17 ARTICLE 19: ARTICLE 20: 18 ARTICLE 21: PENALTY PAY (GENERAL)......16 19 ARTICLE 22: UNION NEGOTIATION COMMITTEE ......17 ARTICLE 23: 20 21 MM&P LICENSED DECK OFFICERS PERSONNEL 22 ADDENDUM B: ENGINE WORK UNIT PERSONNEL 24 ADDENDUM C: 22 ADDENDUM D: WAGE RATES TABLE......30 23 24 25 26 27 28

KING COUNTY MARITIME COALTION LABOR AGREEMENT 1 By and Between 2 KING COUNTY 3 And 4 INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO, 5 MARINE ENGINEERS' BENEFICIAL ASSOCIATION, 6 **AND** 7 INLANDBOATMEN'S UNION OF THE PACIFIC 8 9 These Articles constitute an Agreement, terms of which have been negotiated in good faith, 10 between KING COUNTY ("the County") and the Inlandboatmen's Union of the Pacific, the 11 International Organization of Masters, Mates and Pilots, and the Marine Engineers' Beneficial 12 Association ("the Unions"). This Agreement shall be subject to approval by Ordinance by the 13 Metropolitan King County Council. 14 ARTICLE 1: PURPOSE 15 The purpose of this Agreement is to promote the continued improvement of the relationship 16 between King County and its employees whose job classifications are listed in Appendix D 17 represented by the Unions. The articles of this Agreement, the Coalition Labor Agreement (CLA), 18 and the attached addendums set forth the wages, hours and working conditions for the employees 19 covered by each individual bargaining unit. 20 ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT 21 The CLA shall apply to the individual bargaining unit's employees as follows: 22 **Section 2.1.** The Preamble in its entirety. 23 **Section 2.2.** All Superseding provisions, except as modified below. 24 **Section 2.3.** Only those non-superseding provisions adopted by reference below. 25 **ARTICLE 3: SCOPE** 26 This Agreement shall apply to all licensed and unlicensed employees assigned to the work 27 units described in Article 18.4 B. who are employed by King County and shall apply to all vessels 28 and facilities of the County engaged in the marine transportation of passengers and freight.

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#### ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP

**Section 4.1. Recognition.** The County recognizes the Unions as the sole collective bargaining representative of all employees whose job classifications are listed in Addendum D, which by this reference is made a part of this Agreement, or in new or added classifications where the employees perform substantially similar work as the present job classifications.

**Section 4.2. Union Dues.** The Union will notify the County of its dues and fees and all changes thereto.

# **ARTICLE 5: RIGHTS OF MANAGEMENT**

**Section 5.1.** Except as limited by the express written terms and conditions of this Agreement or by any practice mutually established by the County and the Unions, the management and direction of the workforce are vested exclusively in the County. In areas where this Agreement is silent, the management and direction of employees will be in accordance with King County Personnel Guidelines and other directives, policies and ordinances, as appropriate.

Section 5.2. The County shall have the right to discipline and discharge for just cause, the right to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive. The County shall further have the right to hire, appoint, promote, train, assign and direct the workforce; develop and modify classification specifications, allocate positions to those classifications, determine reasonable schedules of work, schedule overtime work, and to establish the methods and processes by which work is performed, the right to establish reasonable rules; and the right to take whatever actions are necessary in emergencies in order to ensure the proper functioning of the Department.

# **ARTICLE 6: HOLIDAYS**

#### Section 6.1.

- **A.** Personal holidays shall be pursuant to CLA Article 10, except as provided below. Intermittent career service employees shall receive only one personal holiday, to be awarded on the first payday following the beginning of the summer-service schedule.
- **B.** An employee whose normal schedule requires the employee to work on the day of observance of a holiday (midnight to midnight) shall be paid at the Contractual Overtime Rate in

addition to holiday pay. For Employee's whose normal schedule does not fall on the day of observance of a holiday shall receive holiday pay or may take a deferred holiday at another date that is agreed to by the supervisor and the employee. However, the deferred holiday must be taken in the same calendar year it is earned.

# **ARTICLE 7: VACATIONS**

**Section 7.1.** Vacation leave shall be pursuant to CLA Articles 9, without modification, and CLA Article 32, as modified below.

**A.** Employees eligible for comprehensive leave benefits shall accrue vacation leave benefits pursuant to the following table:

Beginning with Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	1	000 thru 012	0.046154 X Base Hours	12
2	3	013 thru 024	0.050000 X Base Hours	13
3	4	025 thru 036	0.057693 X Base Hours	15
4	5	037 thru 038	0.065385 X Base Hours	17
5	9	049 thru 096	0.076924 X Base Hours	20
9	11	097 thru 120	0.080770 X Base Hours	21
11	17	121 thru 192	0.084616 X Base Hours	22
17	18	193 thru 204	0.088462 X Base Hours	23
18	19	205 thru 216	0.092308 X Base Hours	24
19	20	217 thru 228	0.096154 X Base Hours	25
20	21	229 thru 240	0.100000 X Base Hours	26
21	22	241 thru 252	0.103847 X Base Hours	27
22	25	253 thru 288	0.107693 X Base Hours	28
25	n/a	289 and beyond	0.115385 X Base Hours	30

**B.** Employees eligible for vacation leave hired before January 1, 2018, may accrue up to 480 hours of vacation leave, employees hired after December 31, 2017, may accrue up to 320 hours of vacation leave, prorated to reflect their normally scheduled workday. Employees must use vacation

leave in excess of the applicable maximum accrual amount on or before the last day of the pay period that includes December 31<sup>st</sup> of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the county. The procedures for authorizing carryover above the maximum may be prescribed by the County.

#### **ARTICLE 8: RETURN TO WORK**

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

#### ARTICLE 9. WAGE RATES

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

# Section 9.2. General Wage increase or Cost-of-Living-Adjustment.

**A.** General wage increases and/or Cost-of-living-adjustments will be provided pursuant to the CLA.

**Section 9.3. Step Progression.** Upon successful completion of six months probation following a Career Service employee's starting date in a classification covered under this Agreement, the employee shall receive a one-step increase, provided they were hired at the first step of the pay range assigned to the employee's classification. If the employee was hired above the first step of the pay range for the classification, any after-probation step increase shall be at the discretion of management.

Following probation, future step increases for year-round employees will be effective on January 1<sup>st</sup> of each year, provided that the employee is no longer in a probationary status as of September 30<sup>th</sup> of the previous year. Except, career service intermittent employees who shall receive any applicable probation step increase after six-months worked, and any step increases after each 12 months of schedule shifts, inclusive of all days off, during peak season. For example, a career service

intermittent employee that is hired at step one on March 15<sup>th</sup> would complete probation and receive their probation step increase on September 15<sup>th</sup>. They would receive their next step increase after they have been scheduled for 365 days of work (e.g., if the first summer season the employee worked was 200 days long, the employee would receive their next step increase 165 days into the second summer season the employee works). On-call work by an intermittent employee does not count towards step progression. Time spent in a special duty assignment shall count towards step progression for intermittent employees.

#### ARTICLE 10: OVERTIME AND DISPATCH OF WORK

**Section 10.1.** Contractual daily overtime shall be paid to employees who work more than their regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime Rate in effect at the time the overtime work is performed.

**Section 10.2.** Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per work week at the Contractual Overtime Rate in effect at the time the overtime work is performed.

Section 10.3. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay as specified in the Addendum D wage table, plus any applicable pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the contractual overtime rate. If Washington State Law or the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to Washington State Law or the FLSA.

**Section 10.4.** Optional work (i.e., extra shifts) that an employee accepts shall be considered a scheduled work shift and will be paid at the straight time rate, except for any portion that is in excess of 40 hours worked in a work week. Any required work on a scheduled day off shall be paid at the Contractual Overtime Rate.

**Section 10.5.** Employees called to work prior to commencing their scheduled shift shall be paid at the Contractual Overtime Rate in increments of one hour from when the employee reports for

work until the beginning of their scheduled shift. This provision applies to the beginning of a shift as well as the beginning of the second half of a split shift.

Section 10.6. Compensatory time. If the employee requests and the supervisor approves, employees may be granted compensatory time at the rate of one and one-half times each overtime hour worked, in lieu of overtime pay. Employees may carry a maximum balance of 80 hours compensatory time. Compensatory time may be taken as paid time off, to be requested and approved in the same manner as vacation leave. Any balance of compensatory time hours as of the end of the pay period which includes December 31, shall have those hours cashed out.

**Section 10.7. Emergency Call Out.** Shall be paid pursuant to CLA Article 43. Shift extensions do not constitute "call outs."

**Section 10.8.** All overtime shall be authorized in advance by management, except in emergencies. With respect to emergency situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual.

Section 10.9. Standby Pay. Shall be paid pursuant to CLA Article 43.

**Section 10.10. Dispatch of Straight-Time Open Work.** Straight-time open work shall be offered by classification as described below, an employee is free to accept or decline offered open work, unless it is assigned to a bid relief position, or the work is mandatorily assigned pursuant to the overtime assignment provision below. Open work not assigned to a relief position will be offered to eligible employees in the following order:

- **A.** By seniority order, to employees in the appropriate work unit that are scheduled that work week for less than 40 hours and which will not result in overtime pay, unless authorized by management.
  - **B.** For Licensed Deck work only, pursuant to the Bump-up Captain Article below.
- C. For Deck Work Unit work only, by seniority order to Marine Information Agents who are qualified deckhands that are scheduled for less than 40 hours in that work week and which will not result in overtime pay, unless authorized by management.
  - **D.** To the on-call pool.

**Section 10.11. Overtime Assignment.** In the event that open work cannot be dispatched to employees pursuant to the dispatch of open work provision above, it shall be offered, by seniority, as overtime work to employees from the appropriate work unit. If no employees accept the offered overtime work, it will be assigned in inverse seniority order among the employees in the appropriate work unit.

# **ARTICLE 11: MISCELLANEOUS**

**Section 11.1.** Authorized representatives of the Unions may have reasonable access to its represented employees in County facilities for transmittal of information or representation purposes before work, after work, during lunch breaks, or other regular breaks, or at any reasonable time as long as the work of the County employees and services to the public are unimpaired.

Section 11.2. The County agrees to comply with all applicable Federal, State and local laws and regulations regarding health and safety. In the event an employee discovers or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees will not be disciplined for reporting unsafe conditions. If the County determines that there is an unsafe condition, it will be remedied immediately. No employee shall be required to use equipment which is not in a safe condition, or to work in an unsafe environment.

**Section 11.3.** Transportation Worker Identification Credential (TWIC) Card and Merchant Mariners Credential (MMC) renewals shall be paid pursuant to CLA Article 44.

**Section 11.4.** The parties agree to discuss, if requested, any potential adoption of technologies that are designed to perform core functions currently performed by bargaining unit members. The County will provide timely advance notice prior to implementation of such technologies. This provision shall not be construed as a bargaining waiver or an abridgment of any party's bargaining rights or obligations.

Section 11.5. The parties establish a Labor Management Committee (LMC) that shall meet quarterly. The parties, by mutual agreement, shall decide how many bargaining unit employee representatives from each union and/or work unit may attend in addition to representatives from KCMD, OLR, and the Unions. The meetings shall be held at a location and date/time that is convenient for all parties. The purpose of the meetings is to discuss in a collaborative manner issues

of the date they received their final Captain Checkoff. Similarly, the County may add employees to the Bump-up Captain List based on operational needs in seniority order of the date an employee received their final Captain Checkoff.

**B. Personnel reasons.** The County may remove or exclude employees from the Bump-up Captain List based on disciplinary action or refusal to bump-up to Captain while on watch. The County may temporarily remove employees from the Bump-up Captain List during an investigation or other significant personnel issue.

Section 12.3. Bump-up Captain Process. When the County determines the need for an

employee to bump-up to Captain, the County will contact eligible employees currently assigned to the watch in need. If more than one employee regularly assigned to the watch is on the Bump-up Captain List, they shall rotate available Captain shifts and track this rotation on the vessel. Deckhands that are regularly assigned to a watch shall have priority to bump-up on their assigned watch over other eligible Deckhands temporarily dispatched to their watch. Any employees on the Bump-up Captain List that are asked to bump-up on a watch must serve as Captain.

If no Deckhands serving on a watch (i.e., shift) are on the Bump-up Captain List, then the dispatch will be made by Bump-up Captain List seniority order to the most senior Bump-up Captain and proceed down the list based on availability.

The County may vary the order in which a special assignment is dispatched due to an emergent situation and/or the length of the assignment in order to avoid overtime costs or sailing cancellations. Nothing in this section is intended to limit or replace the existing process whereby other employees in the Captain classification are asked to cover Captain shifts.

**Section 12.4. Bump-up Captain List Stipend.** Employees on the Bump-up Captain List shall receive a monthly stipend of \$50.00 per month if they are current with all requirements in 12.1 on the first of the month.

**Section 12.5. Bump-Up Captain Pay and Step Progression.** Bump-up Captains shall be paid pursuant to CLA Article 33 – Working out of Class, or the following, whichever is greater.

A Bump-up Captain who is at the top wage step of their regular position shall receive a single step increase on the captain pay scale for each subsequent 24 months they are on the Bump-up

Captain List, to a maximum of step five. Intermittent career service employees will only count months worked towards each 24-month period. Bump-up Captains subsequently hired into a Captain position shall be hired no lower than their Bump-up Captain wage rate.

**Section 12.6. Seniority.** An employee serving as a Captain on a seasonal or daily basis will continue to accrue seniority in their regular bargaining unit and retain reversion rights to their previously held position.

Bump-up Captain Seniority shall be established by the initial placement onto the Bump-up Captain Eligibility List.

Section 12.7. Bump-up Captain Training. Employees who are on the Bump-up Captain List shall be trained pursuant to the Marine Division Training Program, as amended, to maintain their eligibility on the Bump-Up Captain List. Deckhands shall be paid at their Bump-up Captain rate of pay for all time spent performing Captain training.

Section 12.8. Bump-up Captain License Renewal. Employees who are on the Bump-up Captain List shall be entitled to reimbursement for U.S. Coast Guard Master's License renewal costs up to \$250.00 for every five years they are on the Bump-up Captain List.

**Section 12.9. Recency.** On days where a relief is available, an employee in good standing on the bump-up list, and who has not in the prior 90 calendar days worked as a captain or received training on a route, may request, for that route, a half-shift of recency training, which shall include a logged USCG drill. The recency watch must fall within the employee's bid watch. Employees will be paid the Bump-up Captain rate for these days worked.

#### ARTICLE 13: ON CALL EMPLOYEES

Section 13.1. If there has been at least one request for on call work and the on call employee has not worked for the County in the previous 12 months, the County may remove an on call employee from the on call list with two week's advance notice to the on call employee and the Union. After receipt of notice, the Union may request to discuss the reasons an on call employee was removed from the on call list.

### **ARTICLE 14: WORK STOPPAGES AND COUNTY PROTECTION**

Section 14.1. The County and the Unions agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Unions agree to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

**Section 14.2.** Upon notification in writing by the County to the Union(s) that any of its represented employees are engaged in a work stoppage, the Union(s) shall immediately, in writing, inform said represented employees that their work stoppage may be in violation of this Agreement and should cease and provide the County with a copy. In addition, if requested by the County, a responsible official of the Union(s) shall publicly inform said represented employees of the above statement.

**Section 14.3.** Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other disciplinary action.

# ARTICLE 15: REDUCTION-IN-FORCE/LAYOFF REHIRES

**Section 15.1.** For purposes of layoff, bumping, and recall, the identification of affected employees shall be made on the basis of seniority pursuant to Article 19.

**A. Reduction in Force** is any budgeted change to a career service employee's FTE status which may include an increase, decrease or elimination of the FTE due to lack of budget or lack of work, or both.

**B.** Layoff is the termination of career service employment due to a reduction in force action.

**Section 15.2.** The County agrees to notify the Unions and affected career service employees in writing at least six weeks in advance of any proposed layoff or reduction in FTE. Such notice of layoff shall include the name, classification and hire-in date of all such career service employees whose positions are scheduled to be eliminated, and a list of positions into which the employee is entitled to bump. Prior to laying off any career service employees, management shall consider the following options for the impacted employee(s):

- **A.** Voluntary layoff.
- **B.** Voluntary retirement pursuant to the rules of the Public Employment Retirement System.
- **Section 15.3.** The County will endeavor to place in other vacant positions for which they are qualified throughout the County those employees who are laid off.

**Section 15.4. Bumping:** Career service employees who receive a notice of proposed layoff must within five work days after such notice notify the County of their intention to bump. This deadline may be extended by the parties for good cause shown. Based on classification seniority, affected employees may bump the least senior employee in a classification in the same or lower pay range within their work group, or a classification in another work group in which the affected employee previously held career service classification seniority.

Section 15.5. A career service employee who receives notice of a proposed layoff may bump a term-limited temporary employee in a bargaining unit position within the work group, or may accept appointment into a vacant term-limited position in the bargaining unit, provided the career service employee meets the qualifications of the position. The placement of a career service employee into a term-limited position shall not convert such position to a career service position; however, at the conclusion of the term-limited appointment, such career service employee shall be entitled to recall and priority placement, as provided in this Article. The employee will continue to accrue seniority while in the term-limited position.

**Section 15.6. Recall:** All career service employees who are laid off, whose hours of work are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited temporary position in lieu of layoff, shall be placed on a recall list for a period of two years. Recall

to the job classification held at the time of layoff shall be by seniority pursuant to Article 18. Recall rights shall expire two years from the date of layoff. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list. Refusal to accept re-employment in a comparable position (same salary range and same FTE) will result in removal from the recall list. The County will provide career support services, including priority placement benefits, to eligible career service employees who are in receipt of a proposed or final layoff notice.

#### **ARTICLE 16: CREW REQUIREMENTS**

**Section 16.1.** The County and the Unions agree they shall staff the vessels of the County, while in service, with the standard complement of crew personnel in accordance with the Certificate of Inspection (C.O.I.), with a minimum of one (1) licensed deck officer, two (2) deckhands, one of which shall be classified as a senior deckhand.

**Section 16.2.** Except in cases of emergency and for movements within the vicinity of the tie-up slips, or shipyards, when any vessel is not manned in accordance with the minimum manning schedules of unlicensed personnel from the Deck Work Unit while in non-revenue service for more than one hour, the wages of the unfilled position(s) for the entire period shall be divided equally among the employees performing the work of the unfilled position(s). If a crew shortage occurs on a holiday, the holiday rate of pay shall apply.

#### ARTICLE 17: GALLEY SERVICE

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

#### ARTICLE 18: SENIORITY AND ASSIGNMENTS

**Section 18.1.** The County recognizes the principle of total county service seniority in the administration of promotions, transfers, layoffs and recalls. Lateral transfers of bargaining unit personnel to all open positions throughout the fleet shall be conducted by seniority. In the application of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in accordance with the job requirements, seniority by classification hire date shall prevail. Seniority is

defined by hire date by classification. An employee who promotes to a higher level position will retain their seniority in their prior position, not including time spent in the higher level position.

Section 18.2. An employee shall be entitled to seniority when such employee has completed a probationary period of six (6) months with the County. Probation may be extended to twelve (12) months provided that the reason for extension is forwarded to the employee and the Union. Upon successful completion of the probationary period, the employee's seniority date shall be the initial date of hire by classification. Temporary employees, special duty assignments, and term-limited temporary employees as defined in the King County Code (KCC 3.12.010) do not obtain seniority until such time as they are hired in a career service position and complete probation.

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

# Section 18.4. Establishing Seniority.

**A.** An employee's hire date by classification shall become the employee's seniority date. Provided that, for job bidding purposes, in the deck work unit all employees must possess a Merchant Mariner Credential (MMC).

**B.** Seniority shall be established by classification(s) within the following work units:

Licensed Deck:

Licensed Engine Room:

Unlicensed Engine Room:

Deck Work Unit:

1. Master

1. Engineer

1. Oiler

1. Deckhand

Terminal Work Unit: 1. Marine Information Agent

# Section 18.5. Watch Bidding.

The parties shall endeavor to complete the bidding process a minimum of 21 days prior to the new watch taking effect. The parties recognize that this may not always be possible. The parties will convene a Scheduling Committee to review proposed watch bids before the bid is opened and to discuss any changes. The parties may jointly decide to cancel any Scheduling Committee meeting.

A. Summer Season Watch Bidding. All year-round and intermittent career service

employees, special duty employees, and term-limited employees may only bid for summer season watch positions that are within their assigned work unit. Positions within those watches shall be awarded by seniority. Special duty and term-limited employees shall bid after career service employees have completed their bidding by hire date/order into their special duty or term-limited position. Any unbid watches will be assigned by the County.

**B.** Winter Season Watch Bidding. Only year-round career service employees, special duty employees, and term-limited employees may bid for winter season watch positions that are within their assigned work unit. Positions within those watches shall be awarded by seniority. Special duty and term-limited employees shall bid after career service employees have completed their bidding by hire date/order into their special duty or term-limited position. Any unbid watches will be assigned by the County.

#### **ARTICLE 19: MAINTENANCE AND CURE**

**Section 19.1.** When any member of the crew of a vessel is entitled to daily maintenance, it shall be paid at the rate of seventy-five (\$75.00) dollars per day. In addition to and separate from the seventy-five (\$75.00) dollar daily maintenance rate, the County shall pay a wage supplement of fifty (\$50.00) dollars per day. In the event of a Jones Act judgment, the supplemental amount paid by King County shall be applied to offset any Jones Act judgment against the County.

- **Section 19.2.** Transportation to or from a medical facility shall be furnished by the County if the employee becomes ill or is injured on duty.
- **Section 19.3.** The County agrees to notify the Union of all injuries to employees when such injuries occurred while on duty.
- **Section 19.4.** The County recognizes the right of the Union to intercede on questions which may arise under the application of this rule.
- **Section 19.5.** The County will maintain an employee's health and welfare benefits for a period of six (6) months after an employee is injured on duty.
- **Section 19.6.** The County may at its discretion elect to provide an injured employee with their wages. In no event will the employee also be paid maintenance.
  - Section 19.7. Wages and maintenance and cure shall not be withheld merely because an

County sponsored training.

employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps 1 2 toward that end, regardless of the County's arrangements with any insurance company. 3 ARTICLE 20: WORKING CONDITIONS (GENERAL) 4 **Section 20.1.** All confined spaces shall be properly ventilated prior to and during painting. 5 Section 20.2. There shall be no painting, chipping, scraping, soogying, or any maintenance or 6 sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. No 7 maintenance shall be performed over the side of vessels while propellers are turning. 8 Section 20.3. Employees shall not be required to soogee any areas of the vessel when the 9 temperature is below forty (40) degrees in the area to be soogied. This provision will not apply when 10 the vessel is in lay-up status. 11 Section 20.4. Before the County changes any vessel running schedules, the County will notify the Unions and subsequently meet with the Unions, if requested to do so, to advise and discuss 12 13 the changes with the Unions. 14 Section 20.5. Employees will not be required to open, enter, or work in sewage holding 15 tanks. 16 ARTICLE 21: PENALTY PAY (GENERAL) 17 Section 21.1. Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or 18 if employee comes in physical contact with sewage while exercising due care in the performance of 19 their duties. One-half (1/2) hour minimum. 20 Section 21.2. When required to clean-up excrement, and/or vomit as well as blood: One-half 21 (1/2) hour minimum. 22 Section 21.3. When Oilers are required to work as deckhands the penalty time rate shall be 23 paid for all time worked as a deckhand. 24 **ARTICLE 22: TRAINING** 25 Training shall be pursuant to CLA Article 44 in addition to below. 26 Section 22.1. King County has the option to provide training at the work site of the employee 27 or an alternate location. The procedures below are adopted for governing pay practices relative to

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

- **B.** All employees shall be paid mileage for attending training classes when occurring at a location other than a county worksite in the downtown core. Travel time to and from the training classes shall also be paid unless the class concludes within the scheduled shift hours.
- C. Employees shall be paid a minimum of their scheduled straight time shift hours for that day for attending training classes, less lunch period. The overtime provision shall apply to training classes exceeding the above noted scheduled shift hours.

# **ARTICLE 23: UNION NEGOTIATION COMMITTEE**

The County recognizes the establishment of the Union's Negotiating Committee for this Appendix. When requested by the Union, the County will provide relief to allow a maximum of two members per bargaining unit of the Negotiating Committee to perform the duties of the Committee. The County will be required to pay any wages to any member of the Committee during those times that the members are performing their duties of the Negotiating Committee at the bargaining table.

The International Organization of Masters, Mates and Pilots approves the CLA, this Appendix, and 1 2 relevant addenda. Signed by: 3 Captain Don F. Josherger 4 Captain Don Josberger, President International Organization of Masters, Mates and Pilots, AFL-CIO 5 6 Captain Dan Twohig, Vice President 7 The United Inland Group – Pacific Maritime Region 8 International Organization of Masters, Mates and Pilots, AFL-CIO 9 Marine Engineers' Beneficial Association approves the CLA, this Appendix, and relevant addenda. 10 11 Max Alper Max Alper, Executive Vice President 12 Marine Engineers' Beneficial Association 13 -DocuSigned by: Kevin Cross 14 Kevin M. Cross, Branch Agent 15 Marine Engineers' Beneficial Association 16 17 The Inlandboatmen's Union of the Pacific approves the CLA, this Appendix, and relevant addenda. 18 Christopher Simmons 19 Christopher Simmons, PSR Passenger Regional Director 20 Inlandboatmen's Union of the Pacific DocuSigned by: 21 Robert Estrada 22 Robert Estrada, National President Inlandboatmen's Union of the Pacific 23 24 25 For King County: 26 Sasha P. Alessi, Labor Relations Manager 27 Office of Labor Relations, Executive Office 28

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#### ADDENDUM A - IBU WORK UNIT PERSONNEL

The following sections are in addition to the Agreement (Appendix) above and apply only to the Deck and Terminal Work Units.

#### SECTION 1 - HOURS OF EMPLOYMENT, OVERTIME AND ASSIGNMENT

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

# 1.2. Filling Open Watches Between Seasonal Watch Bids.

A. Should a watch become vacant between seasonal watch bids, all employees in the same work unit will be allowed to bid for the open watch position, provided they have the appropriate endorsement(s). However, no employee will be moved from their bid watch unless they bid for and is actually awarded another watch. All positions will be awarded by seniority consistent with the bidding seniority provisions in this Agreement. A Marine Deckhand who bids for and obtains a Marine Deckhand position different than the one they most recently held is not subject to an additional or new probationary period, provided that the employee has successfully completed their initial probationary period, and any lawful extensions thereof, as described in section 18.2 of the Agreement.

# B. Filling Temporary Assignments.

- 1. Temporary assignments will be filled by seniority.
- 2. Any employee who fails a drug/alcohol test will relinquish their bid watch assignment. When the employee is certified to return to work, the employee will be placed on the on-call list by seniority until the next bid period. Any employee who fails a drug/alcohol test will have their seniority adjusted for the total time the employee was unavailable to work for the County.
  - 3. Any employee who is medically unfit for duty will be eligible to return to

their bid watch assignment, subject to fit-for-duty requirements. In the event the employee is certified to return to duty, the employee will be returned to their previous assignment as soon as practicable.

#### 1.3. Extension Of Wages.

Whenever a Deckhand is injured or contracts a contagious or infectious disease in the line of duty, the Deckhand's wages may be extended by the County in lieu of daily maintenance.

#### **SECTION 2 - WORKING CONDITIONS**

- **2.1.** There will be no chipping, scaling, painting or preparation for painting performed by Deck Work Unit employees on holidays provided for in the Agreement.
- **2.2.** Chipping, painting and preparation for painting by vessels' crews shall not be performed outside when the temperature is below 40 degrees, except when in layup status.
  - **2.3.** All confined spaces shall be properly ventilated prior to and during painting.
  - **2.4.** Employees will not be required to open, enter, or work in sewage holding tanks.
- **2.5.** Hazardous materials will be transferred in approved, secure, and clearly labeled containers. For the purposes of this section, hazardous materials shall mean those materials so designated by the Material Safety Data Sheet (MSDS).

# **SECTION 3 - WAGES**

- **3.1.** The Parties agree to a base rate associated with Marine Deckhands. Marine Deckhands working a shift as Marine Deckhand Purser will be paid one pay range above the Marine Deckhand pay range. Deckhands working a shift as a Marine Deckhand Senior will be paid two pay ranges above the Marine Deckhand pay range. Leave pay and training pay will be based on shifts scheduled.
- **3.2.** All employees hired as Marine Information Agents shall start at pay range five, with progression to steps six, seven, eight, nine, and ten of the applicable pay range to be treated as if the employee was progressing between steps one five.
- 3.3. When Marine Information Agents work out of class (not special duty assignment) as Deckhands they will be paid at the first step of the Deckhand Pay (Marine Deckhand, Marine Deckhand Purser, or Marine Deckhand Senior). Any overtime hours worked as Deckhand will be calculated based on the Deckhand rate of pay.

# SECTION 4 – ALLOWANCE FOR SCHOOLING AND UPGRADING

- **4.1.** The County will participate in a process which will enable qualified career service Deckhands and County Deckhand-Qualified Marine Information Agents who have one year seniority with the County to secure a 100/200 Gross Ton Master's License.
- **4.2.** The County, subject to the employee receiving prior approval, shall reimburse an employee who qualified under the provisions of this Agreement for the employee's tuition at an approved school upon proper presentation of receipt, and payment for wages lost while attending school for a total of ten days.
- **4.3.** An employee to be qualified under this Agreement must have not less than one year of continuous service in the employ of King County and must be in the employ of King County at the time of applying for the License.

# SECTION 5 - PURSER DECKHAND REQUIRED FOR REVENUE SERVICE

**5.1.** While any vessel is in revenue service, one deckhand shall be designated as the purser deckhand.

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#### ADDENDUM B - MM&P LICENSED DECK OFFICER PERSONNEL

The following sections are in addition to the Agreement (Appendix) above and apply only to Deck Officers.

#### SECTION 1: HEALTH AND SAFETY

#### 1.1. General Provision.

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

#### 1.2. Defense Of Claims.

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

#### 1.3. Extension Of Wages.

Whenever a Deck Officer is injured or contracts a contagious or infectious disease in the line of duty, the Deck Officer's wages may be extended by the County in lieu of daily maintenance.

#### SECTION 2: SCHEDULES AND BIDDING

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

#### 2.2. Filling of Open Watches Between Seasonal Watch Bids.

A. Should a watch become vacant between seasonal watch bids, all deck officers will be allowed to bid for the open watch position, provided they have the appropriate endorsement. However, no employee will be moved from their permanent position unless they bid for and are actually awarded another position. All positions will be awarded by seniority consistent with the bidding seniority provisions in this agreement.

# **B.** Filling Temporary Assignments

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1. Temporary assignments, will be filled by seniority. 2. Any employee who fails a drug/alcohol test will relinquish their bid watch assignment. When the employee is certified to return to work, the employee will be placed on the on call list by seniority until the next bid period. Any employee who fails a drug/alcohol test will have their seniority adjusted for the total time the employee was unavailable to work for the County. **3.** Any employee who is medically unfit for duty will be eligible to return to their permanent assignment, subject to fit-for-duty requirements. In the event the employee is certified to return to duty, the employee will be returned to their previous assignment as soon as practicable. SECTION 3: TRAINING OF PROSPECTIVE CAPTAINS **3.1. Training Wage.** When a career service or special duty captain is assigned by the County to train prospective bump-up captains or deckhands, the training captain shall receive an hourly wage increase equivalent to a 2.4% increase in pay. 

# ADDENDUM C – MEBA - ENGINE WORK UNIT PERSONNEL LICENSED ENGINEER OFFICERS AND OILERS

The following sections are in addition to the Agreement (Appendix) above and apply only to the Licensed and Unlicensed Engine Room Work Units.

#### **SECTION 1 - REPRESENTATION**

- 1.1. The County shall deduct from the wages of Engineer Officers and Oilers all voluntary contributions to the Union's political action fund and remit the same to the fund. Employees wishing that such deductions be made shall submit a written request therefore in a form agreed on by the County and the Union.
- 1.2. The County will not discriminate against any employee because of participation or lack of participation in Union activities. The Union shall not discriminate against an individual who exercises their non-membership rights in the Union as stated in this Agreement per applicable State statute.
- 1.3. When the County is presented with circumstances that may require the reasonable accommodations of a disability, which accommodation might result in a deviation from the terms of this Agreement, the County and the Union will meet to discuss this requested accommodation and its deviation from the terms of this Agreement. However, by agreeing to discuss these issues, the Union is not waiving any position or argument regarding them, including, but not limited to, the following: that accommodations that do not violate this Agreement are available and appropriate; that the law neither requires nor permits accommodations that violate this Agreement.
- 1.4. Any contemplated changes of hours, wages and/or working conditions shall be negotiated with the Union prior to implementation; provided that this sentence shall not preclude the Union from grieving any such changes under CLA Article 26. A copy of any correspondence concerning wages, hours and/or working conditions of employees in the bargaining unit shall be sent to the Union at the same time such notification is sent to the employee(s).

#### **SECTION 2 - VACANCIES**

All Licensed Engineers and Oilers will be allowed to bid for any position that becomes open for bid. However, no employee will be moved from their permanent position unless the employee bids for and actually is awarded another position. All positions will be awarded by seniority. For

purposes of this section, seniority will be based on the hire date of completion of the bump-up Engineer check-off list or date their qualifying license is submitted to the employer; whichever is

#### **SECTION 3 - SENIORITY AND ASSIGNMENTS**

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

Establishing Seniority:

An employee's hire date by classification shall become the employee's seniority date for bidding purposes.

#### **SECTION 4 - PENALTY PAY**

- **4.1.** Penalty pay shall be at the straight time base rate of pay and shall be paid in addition to whatever the rate of pay (straight time or overtime) is being paid when penalty work is performed.
- **4.2.** Licensed Engineers performing the following work shall receive a minimum of one-half (1/2) hour pay at the penalty time rate while performing such work:
- (A) When ordered into water or fuel tanks, air bottles or inside boilers or voids.

  Tanks and voids shall receive a gas-free certificate, if required, prior to the commencement of the work. Protective clothing, safety devices, etc. necessary to the work at hand shall be furnished by the County.
- **(B)** Work performed on the drainage side of sanitary systems when coming into physical contact with sewage.
- (C) Working with hazardous or dangerous labeled compounds. Engineer Officers shall not be discriminated against for refusing to work with said hazardous or dangerous labeled compounds. For purposes of this Section, hazardous or dangerous labeled containers shall mean ones having an HMIS Health Hazard Rating of 3 or 4.
  - 4.3. Licensed Engineer Officers shall receive the Oiler penalty time pay only if there is no

Oiler on duty or available to do the work.

- **4.4.** Oilers shall receive penalty pay at the straight time base rate of pay and shall be paid in addition to whatever the rate of pay (straight time or overtime) is being paid when penalty work is performed. Except for the items specified below, penalty time shall be paid for time actually worked with a minimum payment of one-half (1/2) hour and in one-half (1/2) hour increments.
- (A) Opening, entering, and working in sewage holding tanks. Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or if employee comes in physical contact with sewage while exercising due care in the performance of their duties. One-half (1/2) hour minimum.
- **(B)** Entering and working in voids, tanks, fuel tanks, air bottles, boilers, engine manifolds, cylinders and heat exchangers. One-half (1/2) hour minimum. Tanks and voids shall receive a gas-free certificate if required, prior to the commencement of the work. Protective clothing, safety devices, etc., necessary to do the work at hand shall be furnished by the employer.

#### **SECTION 5 - ENGINEER OFFICER DUTIES**

- **5.1.** Engineer Officers shall not be required to perform duties other than those necessary for the proper operation and maintenance of vessels auxiliary and main propulsion units.
- **5.2.** All pumps, winches, steering units, piping lines, sanitary and heating systems, refrigeration units, and other mechanical or electrical equipment normally falling under the cognizance of the Engineer Officer shall be classed as vessel auxiliaries.
- **5.3.** Except in emergencies, Engineer Officers shall not be required to perform duties normally performed by unlicensed personnel.
- **5.4.** The Engineer shall be the primary employee responsible for all routine maintenance, operations, repairs and, when so designated by the County, for all major repairs such as when in the dry-dock for major overhaul. As such, the Engineer shall maintain all required historical records, maintenance records and operating records for their assigned vessel(s).
- **5.5.** Engineer Officers shall not be required to perform duties other than those necessary for the proper operation, repair, and maintenance of Passenger Only Vessels' auxiliaries, main propulsion units, and Passenger Only Vessels' Maintenance Facilities.

#### **SECTION 6 - STAFFING**

**6.1.** At the maintenance facility, the County agrees to maintain the following minimum staffing requirements:

One (1) Licensed Engineer for each day of passenger operations

If the scheduled Licensed Engineer is not able to work as scheduled, the County will utilize existing qualified engineering staff to comply with this staffing level provided that this does not require the County to incur additional costs, excluding the costs of upgrades. If existing staff is not available under the conditions stated above, the County shall utilize an eligible Temporary Relief Engineer dispatched from the Union Hall provided that the County has sufficient advanced notice of the Licensed Engineers inability to work as scheduled.

**6.2.** In the event that an oiler does not work their scheduled shift, the County shall offer the shift, or a portion thereof, to another oiler that is not scheduled to work forty (40) hours during that work week, this shall be offered by seniority. In no event shall offering this shift require the County to incur overtime costs.

#### **SECTION 7: EDUCATION AND LICENSES**

- **7.1.** Upon written request and the approval of the County, whenever an Engineer Officer or Oiler attends any class, seminar, course, school, or otherwise increases their qualifications as an Engineer Officer or Oiler in any manner which pertains to the operations of the County, the County shall pay all of such Engineer Officer's or Oiler's tuition costs and shall extend and pay their wages for up to 160 hours in each instance upon successful completion.
- **7.2.** It is agreed that the County will participate in the educational program of the Marine Engineers Beneficial Association. For this purpose, the County will agree to pay to the MEBA Training Plan \$3.00 per man day. Such training shall be subject to the provisions of this section excepting tuition costs.
- **7.3.** King County will participate in a process which will enable career service Oilers to secure an Assistant Engineer limited license.
- **7.4.** Oilers who are on the bump-up Engineer list shall be entitled to reimbursement for U.S. coast Guard Engineer License renewal costs up to \$250.00 for every five years they are on the bump-

up Engineer list..

#### **SECTION 8: WELFARE**

- 8.1. For Temporary Relief Engineers, the County agrees to participate in and shall continue in full force and effect to and including one year beyond the expiration date of this Agreement, the MEBA Medical and Benefits Plan and its respective trust indentures heretofore established, conditioned on the continued approval by the Internal Revenue Service on the subject of tax deductions only. In the event this Agreement is extended pursuant to the terms of this Agreement as set forth above, it is agreed that the MEBA Medical and Benefits Plan and its respective trust indentures shall continue in full force in effect for 12 months past the expiration date of the extended Agreement. Effective July 1, 2009, the County will pay medical contributions in the amount of forty-eight dollars and fifty-five cents (\$48.55) per day per person for each day the Temporary Relief Engineer works under the Agreement.
- **8.2.** Effective July 1, 2010, and every July 1 thereafter, during the term of this agreement, the rate of contribution to the MEBA Medical and Benefits Plan shall be increased by the percentage increase in the medical care component of the Consumer Price Index (United States Average for Urban Wage Earners and Clerical Workers (CPI-W or its agreed upon successor)) during the most recent previous 12 month period for which such index has been calculated by the Bureau of Labor Statistics of the United States Department of Labor.

#### **SECTION 9: BUMP-UP ENGINEER**

Oilers Serving as Engineers. The County shall maintain an Engineers Eligibility List of County employees in the Oiler classification that are trained, qualified, licensed, and approved by the County to perform Engineer duties and are available for bump-up and special duty assignment purposes. For purposes of this section, eligible Oilers shall include all career service Oilers and special duty assignment Oilers that are: a) assigned to a special duty Oiler position for a duration greater than six months; and b) have completed the first six months of the special duty Oiler assignment.

- **9.1. Engineers Eligibility List.** Oilers will be placed on the Engineers eligibility list once they have obtained an Engineer's license and completed the bump up Engineer check off.
  - 9.2. Oiler Bump-up to Engineer Process. When the County determines the need for an Oiler to

act as Engineer, the Division Manager or designee will contact eligible Oilers currently assigned to the watch in need. If more than one Oiler is scheduled for that watch, the bump-up will be based on seniority. If no Oilers serving on a watch (i.e., shift) are on the Engineers Eligibility List, then the dispatch will be made to the most senior eligible Oiler to serve as the Engineer and proceed down the list based on availability.

- **9.3.** Eligible Oiler Stipend. Eligible Oilers shall receive a monthly stipend of \$50.00 per month if all the following criteria are met: Comprehensive Benefit Eligible; Active status on the Engineers Eligibility List on first of the month.
- **9.4. Bump-Up Engineer Pay and Step Progression.** Bump-up Engineers shall be paid pursuant to CLA Article 33 Working out of Class, or the following, whichever is greater.
- A Bump-up Engineer who is at the top wage step of their Oiler position shall receive a single step increase on the Engineer pay scale for each subsequent 24 months they are on the Bump-up Engineer List, to a maximum of step (5). Bump-up Engineers subsequently hired into an Engineer position shall be hired no lower than their Bump-up Engineer wage rate. This provision shall only be paid prospectively upon implementation of the 2026 agreement but will include all prior time spent on the Bump-up Engineer List for determining Bump-up Engineer step placement.
- 9.5. Bump-up Engineer License Renewal. Employees who are on the Bump-up Engineer List shall be entitled to reimbursement for U.S. Coast Guard Engineer License renewal costs up to \$250.00 for every five years they are on the Bump-up Engineer Eligibility List. This pay provision shall be implemented prospectively, all time spent on the Bump-up Engineer List shall be counted.

#### ADDENDUM D - WAGE RATES TABLE

# INLANDBOATMEN'S UNION OF THE PACIFIC, INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS AND

#### MARINE ENGINEERS' BENEFICIAL ASSOCIATION

**Marine Division - Maritime Unions** 

January 1, 2026 - December 31, 2028

Job Class Code	PeopleSoft Job Code	Classification Title	Range*	Steps*
9620100	962102	Marine Captain	67	1-10
9450100	945201	Marine Deckhand	52	1-10
8440100	848102	Marine Engineer	65	1-10
4330100	433102	Marine Information Agent	40	5-10
8441100	849101	Marine Oiler	52	1-10

<sup>\*</sup> These Ranges and Steps are based on the King County Squared Table.