

**Coalition Labor Agreement (CLA) - Appendix for 446
Agreement Between King County
And
The King County Maritime Coalition
Passenger-only Vessels, Marine Division, Metro Transit Department**

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KING COUNTY MARITIME COALITION LABOR 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

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

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees whose job classifications are listed in Appendix D represented by the Unions. The articles of this Agreement, the Master Labor Agreement (CLA), and the attached addendums set forth the wages, hours and working conditions for the employees covered by each individual bargaining unit.

ARTICLE 2: APPLICATION OF MASTER LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit’s employees as follows:

Section 2.1 The Preamble in its entirety.

Section 2.2 All Superseding provisions, except as modified below.

Section 2.3 Only those non-superseding provisions adopted by reference below.

Section 2.4 The following CLA provisions are listed for reference only:

- Bereavement Leave – CLA Article 8
- Donation Leaves – CLA Article 6
- Grievance Procedure – CLA Article 26

- 1 • Insured Benefits – CLA Article 25
- 2 • Jury Duty – CLA Article 5
- 3 • Military Leave – CLA Article 2
- 4 • Organ Donation Leave – CLA Article 36
- 5 • Paid Parental Leave – CLA Article 7
- 6 • Reclassification and Resulting Pay – CLA Article 14
- 7 • Sick Leave – CLA Article 31
- 8 • Union Membership – CLA Article 37
- 9 • Unpaid
- 10 • Leaves of Absence – CLA Article 3
- 11 • Volunteer Leave – CLA Article 4
- 12 • Working Out of Class – CLA Article 33

13 **ARTICLE 3: SCOPE**

14 This Agreement shall apply to all licensed and unlicensed employees assigned to the work
15 units described in Article 19.2 B. who are employed by King County and shall apply to all vessels
16 and facilities of the County engaged in the marine transportation of passengers and freight.

17 **ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP**

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

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

24 **ARTICLE 5: RIGHTS OF MANAGEMENT**

25 **Section 5.1** Except as limited by the express written terms and conditions of this Agreement
26 or by any practice mutually established by the County and the Unions, the management and direction
27 of the workforce are vested exclusively in the County. In areas where this Agreement is silent, the
28

1 management and direction of Employees will be in accordance with King County Personnel
2 Guidelines and other directives, policies and ordinances, as appropriate.

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

11 **ARTICLE 6: HOLIDAYS**

12 **Section 6.1**

13 **A.** Personal Holidays shall be pursuant to CLA Article 10, except as provided below.
14 Intermittent career service employees shall receive only one personal holiday, to be awarded on the
15 first payday following the beginning of the summer-service schedule.

16 **B.** An employee whose normal schedule requires the employee to work on the day of
17 observance of a holiday, or whose normal schedule does not fall on the day of observance of a
18 holiday shall receive holiday pay or may take holiday leave on an hour-for-hour basis at another time
19 that is agreed to by the supervisor and the employee. However, holiday leave must be used in the
20 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 Basis Hours | 12 |
| 2 | 3 | 013 thru 024 | 0.050000 X Basis Hours | 13 |
| 3 | 4 | 025 thru 036 | 0.057693 X Basis Hours | 15 |
| 4 | 5 | 037 thru 038 | 0.065385 X Basis Hours | 17 |
| 5 | 9 | 049 thru 096 | 0.076924 X Basis Hours | 20 |
| 9 | 11 | 097 thru 120 | 0.080770 X Basis Hours | 21 |
| 11 | 17 | 121 thru 192 | 0.084616 X Basis Hours | 22 |
| 17 | 18 | 193 thru 204 | 0.088462 X Basis Hours | 23 |
| 18 | 19 | 205 thru 216 | 0.092308 X Basis Hours | 24 |
| 19 | 20 | 217 thru 228 | 0.096154 X Basis Hours | 25 |
| 20 | 21 | 229 thru 240 | 0.100000 X Basis Hours | 26 |
| 21 | 22 | 241 thru 252 | 0.103847 X Basis Hours | 27 |
| 22 | 25 | 253 thru 288 | 0.107693 X Basis Hours | 28 |
| 25 | n/a | 289 and beyond | 0.115385 X Basis Hours | 30 |

B. Employees eligible for vacation leave hired before January 1, 2018, may accrue up to 480 hours of vacation leave, hired after December 31, 2017, may accrue up to 320 hours of vacation leave, prorated to reflect their normally scheduled work day. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 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

1 other reasons as may be in the best interests of the county. The procedures for authorizing carryover
2 above the maximum may be proscribed by the County.

3 **ARTICLE 8: RETURN TO WORK**

4 **Section 8.1** The parties agree to meet to discuss timelines and conditions of an employee’s
5 return to work for an employee covered by this agreement who has become incapacitated due to
6 injury, medical condition or who is prevented from working while waiting to obtain a United States
7 Coast Guard (USCG) medical return to work (fit for duty) approval.

8 **ARTICLE 9. WAGE RATES**

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

11 **Section 9.2 General Wage increase:**

12 A. General wage increases will be provided pursuant to the CLA.

13 **Section 9.3 Step Progression:** Upon completion of six months of satisfactory service
14 (probation) following a Career Service employee’s starting date in a classification covered under this
15 Agreement, the employee shall receive a one-step increase, provided they were hired at the first step
16 of the pay range assigned to the employee’s classification. If the employee was hired above the first
17 step of the pay range for the classification, any after-probation step increase shall be at the discretion
18 of management.

19 Following probation, future step increases for year-round employees will be effective on
20 January 1st of each year, provided that the employee is no longer in a probationary status as of
21 September 30th of the previous year. Except, career service intermittent employees who shall receive
22 any applicable probation step increase after six-months worked, and any step increases after each 12
23 months of schedule shifts, inclusive of all days off, during peak season. For example, a career service
24 intermittent employee that is hired at step one on March 15th would complete probation and receive
25 their probation step increase on September 15th. They would receive their next step increase after
26 they have been scheduled for 365 days of work (e.g. if the first summer season the employee worked
27 was 200 days long, the employee would receive their next step increase 165 days into the second
28 summer season the employee works). On-call work by an intermittent employee does not count

1 towards step progression. Time spent in a special duty assignment shall count towards step
2 progression for intermittent employees.

3 **ARTICLE 10: OVERTIME**

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

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

10 **The Contractual Overtime Rate** for each overtime hour worked shall be one and one-half
11 times the combined amount of the employee’s hourly base rate of pay and any applicable pay
12 premiums in effect at the time the overtime is worked (known as “time and one half”). If the Fair
13 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
14 employee shall be paid the higher rate of pay pursuant to the FLSA.

15 Work performed on the observed day of a holiday (midnight to midnight) shall be paid at the
16 Contractual Overtime Rate.

17 **Section 10.2** Optional work that an employee accepts shall be considered a scheduled work
18 shift and will be paid at the straight time rate, except for any portion that is in excess of 40 hours
19 worked in a work week. Any required work on a scheduled day off shall be paid at the Contractual
20 Overtime Rate.

21 **Section 10.3** Employees called to work prior to commencing their scheduled shift shall be
22 paid at the Contractual Overtime Rate in increments of one hour from when the employee reports for
23 work until the beginning of their scheduled shift. This provision applies to the beginning of a shift as
24 well as the beginning of the second half of a split shift.

25 **Section 10.4 Compensatory time:** If the employee requests and the supervisor approves,
26 employees may be granted compensatory time at the rate of one and one-half times each overtime
27 hour worked, in lieu of overtime pay. Employees may carry a maximum balance of 80 hours
28 compensatory time. Compensatory time may be taken as paid time off, to be requested and approved

1 in the same manner as vacation leave. Any balance of compensatory time hours as of the end of the
2 pay period which includes December 31, shall have those hours cashed out.

3 **Section 10.5 Emergency Call Out:** Shall be paid pursuant to CLA Article 43. Shift
4 extensions do not constitute “call outs.”

5 **Section 10.6** All overtime shall be authorized in advance by management, except in
6 emergencies. With respect to emergency situations, the employee shall make every reasonable effort
7 to contact a supervisor prior to engaging in the work. Saturday and Sunday work is not overtime
8 when it is a regularly scheduled work day for the individual.

9 **Section 10.7** If any provision of this article conflicts with minimum standards established by
10 Federal or State law, then that provision shall be automatically amended to provide the minimum
11 standards.

12 **Section 10.8 Standby Pay:** Shall be paid pursuant to CLA Article 43.

13 **Section 10.9 Dispatch of Open Work:** Straight-time open work shall be offered by
14 classification as described below, an employee is free to accept or decline offered open work, unless
15 it is assigned to a bid relief position, or the work is mandatorily assigned pursuant to the overtime
16 assignment provision below. Open work not assigned to a relief position will be offered to eligible
17 employees in the following order:

18 a. By seniority order, to employees in the appropriate work unit that are scheduled
19 that work week for less than 40 hours and which will not result in overtime pay, unless authorized by
20 management.

21 b. By seniority order to Marine Information Agents who are qualified deckhands that
22 are scheduled that work week for less than 40 hours and which will not result in overtime pay, unless
23 authorized by management.

24 c. To the on-call pool.

25 **Section 10.10 Overtime Assignment:** In the event that open work cannot be dispatched to
26 employees pursuant to the dispatch of open work provision above, it shall be offered, by seniority, as
27 overtime work to volunteers from the appropriate work unit. . If there are no volunteers, overtime
28 work will be assigned in inverse seniority order among the employees in the appropriate work unit.

1 **ARTICLE 11: MISCELLANEOUS**

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

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

12 **Section 11.3** Transportation Worker Identification Credential (TWIC) Card renewals shall be
13 paid pursuant to CLA Article 44.

14 **ARTICLE 12: BUMP-UP CAPTAINS**

15 **Deckhands Serving as Captains.** The King County Marine Division (KCMD) shall
16 maintain a Captain’s Eligibility List of County employees in the Deckhand classification that are
17 trained, qualified, licensed, and approved by KCMD to perform Captain duties and are available for
18 special duty assignment purposes. For purposes of this section, eligible Deckhands shall include all
19 career service Deckhands and special duty assignment Deckhands that are: a) assigned to a special
20 duty Deckhand position for a duration greater than six months; and b) have completed the first six
21 months of the special duty Deckhand assignment. In the event that an employee accepts a subsequent
22 special duty Deckhand assignment with a duration of 30 days or more and has previously been an
23 “eligible Deckhand” the parties may mutually agree to alternative requirements for said employee to
24 be designated as an eligible Deckhand. In the absence of mutually agreed alternative requirements,
25 the requirements of a) and b) above shall apply.

26 **A. Captain’s Eligibility List.** KCMD may place eligible deckhands on the Captain’s
27 Eligibility List when they successfully complete the County’s required Captain training for all vessels
28 (“Captain Checkoff”) and are needed to meet business needs. KCMD may add or remove Deckhands

1 on the Captain’s Eligibility List as follows:

2 **i. Operational reasons.** KCMD may reduce the number of Deckhands on the
3 Captain’s Eligibility List by selecting Deckhands to be removed from the list in inverse seniority
4 order of the date they received their final Captain Checkoff. Similarly, KCMD may add Deckhands
5 to the Captain’s Eligibility List based on operational needs in seniority order of the date a Deckhand
6 receives their final Captain Checkoff.

7 **ii. Personnel reasons.** KCMD may remove or exclude Deckhands from the
8 Captain’s Eligibility List based on disciplinary action or refusal to bump-up to Captain while on
9 watch. KCMD may temporarily remove Deckhands from the Captain’s Eligibility List during an
10 investigation or other significant personnel issue.

11 **B. Deckhand Bump-up to Captain Process.** When KCMD determines the need for
12 a Deckhand to act as Captain, the Division Manager or designee will contact eligible Deckhands
13 currently assigned to the watch in need. If more than one Deckhand regularly assigned to a watch is
14 on the Captain’s Eligibility List, they shall rotate available Captain shifts and track this rotation on
15 the vessel. Deckhands that are regularly assigned to a watch shall have priority bump-up on their
16 assigned watch over other eligible Deckhands temporarily dispatched to their watch. Any Deckhands
17 that are asked to bump-up on a watch must serve as Captain.

18 If no Deckhands serving on a watch (i.e., shift) are on the Captain’s Eligibility List, then the
19 dispatch will be made to the most senior eligible Deckhand to serve as the Captain and proceed down
20 the list based on availability.

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

25 **C. Eligible Deckhand Stipend.**

26 Eligible Deckhands shall receive a monthly stipend of \$50.00 per month if all the following
27 criteria are met:

28 **i) Career Service status;**

- 1 ii) Comprehensive Benefit Eligible;
- 2 iii) Captain’s Checkoff complete; and,
- 3 iv) Active status on the Captain’s Eligibility List on first of the month.

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

6 A Bump-up Captain who is at the top wage step of their deckhand position shall receive a
7 single step increase on the captain pay scale for each subsequent 24 months they are on the Bump-up
8 Captain List, to a maximum of step (5). Intermittent employees will only count months worked
9 towards each 24-month period. Bump-up Captains subsequently hired into a Captain position shall
10 be hired no lower than their Bump-up Captain wage rate. This provision shall only be paid
11 prospectively upon implementation of the 2021-2024 Agreement but will include all prior time spent
12 on the Bump-up Captain List for determining Bump-up Captain step placement.

13 **E. Seniority.** A Deckhand serving as a Captain on a seasonal or daily basis will
14 continue to accrue seniority in their present bargaining unit and retain reversion rights to their
15 previously held position.

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

18 **F. Bump-up Captain Training.** Deckhands who are on the Bump-up Captain List
19 shall be trained pursuant to the Marine Division Training Program, as amended, to maintain their
20 eligibility on the Bump-Up Captain List. Deckhands shall be paid at the Bump-up Captain rate of pay
21 for all time spent performing Captain training. This pay provision shall be implemented
22 prospectively.

23 **G. Bump-up Captain License Renewal.** Employees who are on the Bump-up
24 Captain List shall be entitled to reimbursement for U.S. Coast Guard Master’s License renewal costs
25 up to \$250.00 for every five years they are on the Bump-up Captain Eligibility List. This pay
26 provision shall be implemented prospectively, all time spent on the Bump-up Captain List shall be
27 counted.

1 **ARTICLE 13: ON CALL EMPLOYEES**

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

7 **Section 13.2** The parties may request to reopen negotiations for the purpose of discussing the
8 creation of a float pool staffed by regular employees.

9 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

10 The County and the Unions shall not unlawfully discriminate against any individual
11 employees with respect to compensation, terms, conditions or privileges of employment by reason of
12 race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation,
13 political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper
14 subject for adjudication under the CLA Article 26 grievance arbitration procedure. Grievances
15 involving allegations of discrimination that are not resolved through Step 3 of the grievance
16 procedure in CLA Article 26 may be referred by the grievant to the appropriate government agency.

17 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

18 **Section 15.1** The Employer and the Unions agree that the public interest requires efficient
19 and uninterrupted performance of all County services and to this end pledge their best efforts to avoid
20 or eliminate any conduct contrary to this objective. Specifically, the Unions shall not cause or
21 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
22 assigned duties, sick leave absence which is not bona fide, or other interference with County
23 functions by employees under this Agreement and should same occur, the Unions agree to take
24 appropriate steps to end such interference. Any concerted action by any employees in any bargaining
25 unit shall be deemed a work stoppage if any of the above activities have occurred.

26 **Section 15.2** Upon notification in writing by the County to the Union(s) that any of its
27 represented employees are engaged in a work stoppage, the Union(s) shall immediately, in writing,
28 inform said represented employees that their work stoppage may be in violation of this Agreement

1 and should cease and provide the County with a copy. In addition, if requested by the County, a
2 responsible official of the Union(s) shall publicly inform said represented employees of the above
3 statement.

4 **Section 15.3** Any employee participating in such work stoppage or in other ways committing
5 an act prohibited in this article shall be considered absent without leave. The County may consider
6 such absence a resignation. Such employees are also subject to discharge, suspension, or other
7 disciplinary action.

8 **ARTICLE 16: REDUCTION-IN-FORCE/LAYOFF REHIRS**

9 **Section 16.1** Seniority is defined by hire date by classification. An employee who promotes
10 to a higher level position will retain their seniority in their prior position, not including time spent in
11 the higher level position. For purposes of layoff, bumping, and recall, the identification of affected
12 employees shall be made on the basis of seniority.

13 **Section 16.2** An employee shall be entitled to seniority when such employee has completed a
14 probationary period of six (6) months with the County. Probation may be extended to twelve (12)
15 months provided that the reason for extension is forwarded to the employee and the Union. Upon
16 completion of the probationary period, the employee's seniority date shall be the initial date of hire
17 by classification. Temporary employees, special duty assignments, and term-limited temporary
18 employees as defined in the King County Code (KCC 3.12.010) do not obtain seniority until such
19 time as they are hired on a regular full-time or regular part-time basis in a career service position.

20 **Section 16.3** Seniority rights shall be forfeited if the employee is discharged for just cause or
21 if the employee resigns employment with the County, or if the employee is on a leave of absence in
22 excess of two (2) years.

23 **Section 16.4** The County agrees to notify the Unions in writing at least six (6) weeks in
24 advance of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to
25 CLA and Section 19.1 of this Article. Such notice of layoff shall include the name, classification and
26 hire-in date of all such employees whose positions are scheduled to be eliminated. Prior to laying off
27 any employees, management shall consider the following options for the impacted employee(s):

28 **A. Voluntary layoff.**

1 **B.** Voluntary retirement - pursuant to the rules of the Public Employment Retirement
2 System.

3 **Section 16.5** The County will endeavor to place in other positions throughout the County
4 those employees who are laid off.

5 **Section 16.6 Bumping:** Employees who are identified for layoff by actual layoff notice
6 must within fourteen (14) calendar days after such notice notify the County of their intention to bump
7 into another position within their work group or a classification in another work group in which the
8 employee had career service status. The layoff notice will identify the position(s) into which the
9 employee is entitled to bump. After receiving the layoff notice, employees may displace (bump)
10 another employee within the employee’s current work group, if they cannot bump another employee
11 is the employee’s current work group, the employee may bump another employee in another work
12 group, provided the employee had career service status in a position in that work unit, if they meet all
13 of the following criteria:

14 **A.** The employee to be bumped is the least senior employee in the work group of
15 those employees in the job classification into which the employee elects to bump, and has less
16 seniority than the employee who elects to bump; and

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

19 **Section 16.7** A regular employee may bump a term-limited temporary employee in a
20 bargaining unit position within the work group, or may accept appointment into a vacant term-limited
21 position in the bargaining unit, provided the regular employee meets the qualifications of the
22 position. The placement of a regular employee into a term-limited position shall not convert such
23 position to a regular, career service position; however, at the conclusion of the term-limited
24 appointment, such regular employee shall be entitled to all benefits of any other regular employee
25 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in
26 the term-limited position.

27 **Section 16.8 Recall:** All bargaining unit employees who are laid off, whose hours of work
28 are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited

1 temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job
2 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A
3 laid off employee may be involuntarily removed from the recall list after the expiration of two (2)
4 years from the date of layoff, or if the employee does not accept re-employment within the bargaining
5 unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-
6 employment in a position with a lower salary range or with fewer working hours than the employee
7 held at the time of layoff shall not be cause for removal from the recall list. Employees who are
8 eligible for recall may accept a temporary or term-limited position without jeopardy to their recall
9 rights.

10 **ARTICLE 17: CREW REQUIREMENTS**

11 **Section 17.1** The Employer and the Union agree they shall staff the vessels of the Employer,
12 while in service, with the standard complement of crew personnel in accordance with the Certificate
13 of Inspection (C.O.I.), with a minimum of one (1) licensed deck officer, two (2) deckhands, one of
14 which shall be classified as a senior deckhand.

15 **Section 17.2** Except in cases of emergency and for movements within the vicinity of the tie-
16 up slips, or shipyards, when any vessel is not manned in accordance with the minimum manning
17 schedules of unlicensed personnel in the Deck Work Unit, the wages of the position(s) shall be
18 divided equally among the employees performing the work of the unfilled position(s). If a crew
19 shortage occurs on a holiday, the holiday rate of pay shall apply.

20 **ARTICLE 18: GALLEY SERVICE**

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

24 **ARTICLE 19: SENIORITY AND ASSIGNMENTS**

25 **Section 19.1** The Employer recognizes the principle of total county service seniority in the
26 administration of promotions, transfers, layoffs and recalls. Lateral transfers of bargaining unit
27 personnel to all open positions throughout the fleet shall be conducted by seniority. In the application
28

1 of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in
2 accordance with the job requirements, seniority by classification hire date shall prevail.

3 **Section 19.2 Establishing Seniority:**

4 **A.** An employee’s hire date by classification shall become the employee’s seniority
5 date. Provided that, for job bidding purposes, in the deck work unit all employees must possess a
6 Merchant Marine Document (MMD).

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

- | | |
|----------------------------|-----------------------------|
| 8 Licensed Deck: | 1. Master |
| 9 Licensed Engine room: | 1. Engineer |
| 10 Unlicensed Engine room: | 1. Oiler |
| 11 Deck Work Unit: | 1. Deckhand |
| 12 Terminal Work Unit: | 1. Marine Information Agent |

13 **Section 19.3 Watch Bidding:**

14 **A. Summer Season Watch Bidding.** All regular year-round and regular intermittent
15 employees may only bid for summer season watch positions that are within their work unit. Positions
16 within those watches shall be awarded by seniority.

17 **B. Winter Season Watch Bidding.** Only regular year-round employees may bid for
18 winter season watch positions that are within their work unit. Positions within those watches shall be
19 awarded by seniority. The County will assign any unbid watch position(s) to the least senior regular
20 year-round employee(s) of the appropriate work unit.

21 **ARTICLE 20: MAINTENANCE AND CURE**

22 **Section 20.1**

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

28 **B.** Transportation to or from a medical facility shall be furnished by the Employer if

1 the employee becomes ill or is injured on duty.

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

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

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

8 F. The Employer may at its discretion elect to provide an injured employee with their
9 wages. In no event will the employee also be paid maintenance.

10 **Section 20.2** Wages and maintenance and cure shall not be withheld merely because an
11 employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps
12 toward that end, regardless of the Employer's arrangements with any insurance company.

13 **ARTICLE 21: WORKING CONDITIONS (GENERAL)**

14 **Section 21.1** All confined spaces shall be properly ventilated prior to and during painting.

15 **Section 21.2** There shall be no painting, chipping, scraping, soogying, or any maintenance or
16 sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. No
17 maintenance shall be performed over the side of vessels while propellers are turning.

18 **Section 21.3** Employees shall not be required to soogy any areas of the vessel when the
19 temperature is below forty (40) degrees in the area to be soogied. This provision will not apply when
20 the vessel is in lay-up status.

21 **Section 21.4** Before the Employer changes any vessel running schedules, the Employer will
22 meet with the Unions, if requested to do so, to advise and discuss the changes with the Unions.

23 **Section 21.5** Employees will not be required to open, enter, or work in sewage holding tanks.

24 **ARTICLE 22: PENALTY PAY (GENERAL)**

25 **Section 22.1** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or
26 if employee comes in physical contact with sewage while exercising due care in the performance of
27 their duties. One-half (1/2) hour minimum.

28 **Section 22.2** When required to clean-up excrement, and/or vomit as well as blood: One-half

1 (1/2) hour minimum.

2 **Section 22.3** When Oilers are required to work as deckhands for more than one (1) round trip
3 on the Vashon Island route or two (2) consecutive round trips on the West Seattle route, the penalty
4 time rate shall be paid for all time worked as a deckhand.

5 **ARTICLE 23: TRAINING**

6 Training shall be pursuant to CLA Article 44 in addition to below.

7 **Section 23.1** King County has the option to provide training at the work site of the employee
8 or an alternate location. The procedures below are adopted for governing pay practices relative to
9 County sponsored training.

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

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

19 **C.** Employees shall be paid a minimum of their scheduled straight time shift hours for
20 that day for attending training classes, less lunch period. The overtime provision shall apply to
21 training classes exceeding the above noted scheduled shift hours.

22 **ARTICLE 24: UNION NEGOTIATION COMMITTEE**

23 **Section 24.1** The Employer recognizes the establishment of the Union's Negotiating
24 Committee for this Appendix. When requested by the Union, the Employer will provide relief to
25 allow a maximum of two members per bargaining unit of the Negotiating Committee to perform the
26 duties of the Committee. The Employer will be required to pay any wages to any member of the
27 Committee during those times that the members are performing their duties of the Negotiating
28 Committee at the bargaining table.

1 The International Organization of Masters, Mates and Pilots approves the CLA, this Appendix, and
2 relevant addenda.

3 DocuSigned by:
Captain Don Marcus
4 4D797D169D874A1...
5 _____
6 Captain Don Marcus, President
7 International Organization of Masters, Mates and Pilots

8 _____
9 Captain Dan Twohig, Vice President
10 United Inland Group – Pacific Maritime Region
11 International Organization of Masters, Mates and Pilots

12 The Marine Engineers’ Beneficial Association approves the CLA, this Appendix, and relevant
13 addenda.

14 DocuSigned by:
Claudia Cimini
15 D0CAB0971BE94D4
16 _____
17 Claudia Cimini, Executive Vice President
18 Marine Engineers’ Beneficial Association

19 DocuSigned by:
Kevin Cross
20 017AD400D83E4F6...
21 _____
22 Kevin M. Cross, Seattle Patrolman
23 Marine Engineers’ Beneficial Association

24 The Inlandboatmen’s Union of the Pacific approves the CLA, this Appendix, and relevant addenda.

25 DocuSigned by:
Peter Hart
26 81E7537FFA0D480...
27 _____
28 Peter Hart, Regional Director, Puget Sound
Inlandboatmen’s Union of the Pacific

29 DocuSigned by:
Jay Ubelhart
30 D09382AEC48C470...
31 _____
32 Jay Ubelhart, National President
33 Inlandboatmen’s Union of the Pacific

34 For King County:
35 DocuSigned by:
Sasha Alessi
36 9BBD219A728E4E7...
37 _____
38 Sasha P. Alessi
Labor Manager
Office of Labor Relations

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 (3) hours or more and/or the employees' day off assigned to said vessel are changed by at least one (1) day, or the vessel's home terminal is changed, the employees' whose watch has changed by three (3) hours or more, whose days off has changed by (1) 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 19.2 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

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

4 **1.3 Extension Of Wages**

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

7 **SECTION 2 - WORKING CONDITIONS**

8 **2.1** There will be no chipping, scaling, painting or preparation for painting performed by
9 Deck Work Unit employees on holidays provided for in the Agreement.

10 **2.2** Chipping, painting and preparation for painting by vessels’ crews shall not be performed
11 outside when the temperature is below 40 degrees, except when in layup status.

12 **2.3** All confined spaces shall be properly ventilated prior to and during painting.

13 **2.4** Employees will not be required to open, enter, or work in sewage holding tanks.

14 **2.5** Hazardous materials will be transferred in approved, secure, and clearly labeled
15 containers. For the purposes of this section, hazardous materials shall mean those materials so
16 designated by the Material Safety Data Sheet (MSDS).

17 **SECTION 3 - WAGES**

18 **3.1** The Parties agree to a base rate associated with Marine Deckhands. Marine Deckhands
19 working a shift as Marine Deckhand - Purser will be paid one pay range above the Marine Deckhand
20 pay range. Deckhands working a shift as a Marine Deckhand – Senior will be paid two pay ranges
21 above the Marine Deckhand pay range. Leave pay and training pay will be based on shifts scheduled.

22 **3.2** All employees hired as Marine Information Agents shall start at pay range five (5), with
23 progression to steps six (6), seven (7), eight (8), nine (9), and ten (10) of the applicable pay range to
24 be treated as if the employee was progressing between steps one (1) – five (5).

25 **SECTION 4 – ALLOWANCE FOR SCHOOLING AND UPGRADING**

26 **4.1** King County will participate in a process which will enable qualified career service
27 Deckhands and Marine Information Agents who have one (1) year seniority with the County to
28 secure a 100/200 Gross Ton Master’s License.

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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 10 days.

4.3 An employee to be qualified under this Agreement must have not less than one (1) 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 (1) deckhand shall be designated as the purser deckhand.

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 Employer 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 Employer in lieu of daily maintenance.

SECTION 2: SCHEDULES AND BIDDING

2.1 Vessel Shift Changes. When any vessel watch schedule is changed by three (3) hours or more and/or the employees’ day off assigned to said vessel are changed by at least one (1) 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.

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

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

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 their 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 CLA Article 26. A copy of any correspondence concerning wages,
24 hours and/or working conditions of employees in the bargaining unit shall be sent to the Union at the
25 same 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 their permanent position unless the employee

1 bids for and actually is awarded another position. All positions will be awarded by seniority. For
2 purposes of this section, seniority will be based on the hire date or date of qualifying License held;
3 whichever is 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 by classification shall become the employee's seniority date for
12 bidding purposes.

13 **SECTION 4 - PENALTY PAY**

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

16 (b) Licensed Engineers performing the following work shall receive a minimum of one-half
17 (1/2) hour pay at the penalty time rate while performing such work:

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

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

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

28 (c) Licensed Engineer Officers shall receive the Oiler penalty time pay only if there is no

1 Oiler on duty or available to do the work.

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

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

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

14 **SECTION 5 - ENGINEER OFFICER DUTIES**

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

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

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

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

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

1 **SECTION 6 - STAFFING**

2 (a) At the maintenance facility, the Employer agrees to maintain the following minimum
3 staffing requirements:

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

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

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

15 **SECTION 7: EDUCATION AND LICENSES**

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

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

25 (c) King County will participate in a process which will enable career service Oilers to secure
26 an Assistant Engineer limited license.

27 (d) Oilers who are on the bump-up Engineer list shall be entitled to reimbursement for U.S.
28 coast Guard Engineer License renewal costs up to \$250.00 for every five years they are on the bump-

1 up Engineer list. This pay provision shall be implemented prospectively, all time spent on the bump-
2 up Engineer list shall be counted.

3 **SECTION 8: WELFARE**

4 (a) For Temporary Relief Engineers, the Employer agrees to participate in and shall continue
5 in full force and effect to and including one (1) year beyond the expiration date of this Agreement,
6 the MEBA Medical and Benefits Plan and its respective trust indentures heretofore established,
7 conditioned on the continued approval by the Internal Revenue Service on the subject of tax
8 deductions only. In the event this Agreement is extended pursuant to the terms of this Agreement as
9 set forth above, it is agreed that the MEBA Medical and Benefits Plan and its respective trust
10 indentures shall continue in full force in effect for twelve (12) months past the expiration date of the
11 extended Agreement. Effective July 1, 2009, the Employer will pay medical contributions in the
12 amount of forty-eight dollars and fifty-five cents (\$48.55) per day per person for each day the
13 Temporary Relief Engineer works under the Agreement.

14 (b) Effective July 1, 2010, and every July 1 thereafter, during the term of this agreement, the
15 rate of contribution to the MEBA Medical and Benefits Plan shall be increased by the percentage
16 increase in the medical care component of the Consumer Price Index (United States Average for
17 Urban Wage Earners and Clerical Workers (CPI-W or its agreed upon successor)) during the most
18 recent previous twelve (12) month period for which such index has been calculated by the Bureau of
19 Labor Statistics of the United States Department of Labor.

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, 2021 - December 31, 2024**

| 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 |
| * These Ranges and Steps are based on the King County Maritime Unions’ wage table (see below). | | | | |

2021 GWI = 1.5%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | | | | | 28.3177 | 28.9973 | 29.6933 | 30.4059 | 31.1357 | 31.883 |
| Range 52 | 33.4338 | 35.0554 | 35.8967 | 36.7582 | 37.6405 | 38.5438 | 39.4689 | 40.4162 | 41.3862 | 42.3795 |
| Range 53 | 34.2363 | 35.8967 | 36.7582 | 37.6405 | 38.5438 | 39.4689 | 40.4162 | 41.3862 | 42.3795 | 43.3966 |
| Range 54 | 35.0579 | 36.7582 | 37.6405 | 38.5438 | 39.4689 | 40.4162 | 41.3862 | 42.3795 | 43.3966 | 44.4381 |
| Range 65 | 45.5077 | 47.7148 | 48.86 | 50.0326 | 51.2333 | 52.4629 | 53.722 | 55.0114 | 56.3317 | 57.6837 |
| Range 67 | 47.7183 | 50.0326 | 51.2333 | 52.4629 | 53.722 | 55.0114 | 56.3317 | 57.6837 | 59.068 | 60.4857 |

1 2022 GWI = 3%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | 0 | 0 | 0 | 0 | 29.1672 | 29.8672 | 30.5841 | 31.3181 | 32.0698 | 32.8395 |
| Range 52 | 34.4368 | 36.1071 | 36.9736 | 37.8609 | 38.7697 | 39.7001 | 40.6530 | 41.6287 | 42.6278 | 43.6509 |
| Range 53 | 35.2634 | 36.9736 | 37.8609 | 38.7697 | 39.7001 | 40.6530 | 41.6287 | 42.6278 | 43.6509 | 44.6985 |
| Range 54 | 36.1096 | 37.8609 | 38.7697 | 39.7001 | 40.6530 | 41.6287 | 42.6278 | 43.6509 | 44.6985 | 45.7712 |
| Range 65 | 46.8729 | 49.1462 | 50.3258 | 51.5336 | 52.7703 | 54.0368 | 55.3337 | 56.6617 | 58.0217 | 59.4142 |
| Range 67 | 49.1498 | 51.5336 | 52.7703 | 54.0368 | 55.3337 | 56.6617 | 58.0217 | 59.4142 | 60.8400 | 62.3003 |

9 2023 GWI = 4%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | 0 | 0 | 0 | 0 | 30.3339 | 31.0619 | 31.8075 | 32.5708 | 33.3526 | 34.1531 |
| Range 52 | 35.8143 | 37.5514 | 38.4525 | 39.3753 | 40.3205 | 41.2881 | 42.2791 | 43.2938 | 44.3329 | 45.3969 |
| Range 53 | 36.6739 | 38.4525 | 39.3753 | 40.3205 | 41.2881 | 42.2791 | 43.2938 | 44.3329 | 45.3969 | 46.4864 |
| Range 54 | 37.554 | 39.3753 | 40.3205 | 41.2881 | 42.2791 | 43.2938 | 44.3329 | 45.3969 | 46.4864 | 47.602 |
| Range 65 | 48.7478 | 51.112 | 52.3388 | 53.5949 | 54.8811 | 56.1983 | 57.547 | 58.9282 | 60.3426 | 61.7908 |
| Range 67 | 51.1158 | 53.5949 | 54.8811 | 56.1983 | 57.547 | 58.9282 | 60.3426 | 61.7908 | 63.2736 | 64.7923 |

17 2024 GWI = 4%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | 0 | 0 | 0 | 0 | 31.5473 | 32.3044 | 33.0798 | 33.8736 | 34.6867 | 35.5192 |
| Range 52 | 37.2469 | 39.0535 | 39.9906 | 40.9503 | 41.9333 | 42.9396 | 43.9703 | 45.0256 | 46.1062 | 47.2128 |
| Range 53 | 38.1409 | 39.9906 | 40.9503 | 41.9333 | 42.9396 | 43.9703 | 45.0256 | 46.1062 | 47.2128 | 48.3459 |
| Range 54 | 39.0562 | 40.9503 | 41.9333 | 42.9396 | 43.9703 | 45.0256 | 46.1062 | 47.2128 | 48.3459 | 49.5061 |
| Range 65 | 50.6977 | 53.1565 | 54.4324 | 55.7387 | 57.0763 | 58.4462 | 59.8489 | 61.2853 | 62.7563 | 64.2624 |
| Range 67 | 53.1604 | 55.7387 | 57.0763 | 58.4462 | 59.8489 | 61.2853 | 62.7563 | 64.2624 | 65.8045 | 67.384 |

**Coalition Labor Agreement (CLA) - Appendix for 446
Agreement Between King County
And
The King County Maritime Coalition
Passenger-only Vessels, Marine Division, Metro Transit Department**

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KING COUNTY MARITIME COALITION LABOR 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

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

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees whose job classifications are listed in Appendix D represented by the Unions. The articles of this Agreement, the Master Labor Agreement (CLA), and the attached addendums set forth the wages, hours and working conditions for the employees covered by each individual bargaining unit.

ARTICLE 2: APPLICATION OF MASTER LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit's employees as follows:

Section 2.1 The Preamble in its entirety.

Section 2.2 All Superseding provisions, except as modified below.

Section 2.3 Only those non-superseding provisions adopted by reference below.

Section 2.4 The following CLA provisions are listed for reference only:

- Bereavement Leave – CLA Article 8
- Donation Leaves – CLA Article 6
- Grievance Procedure – CLA Article 26

- 1 • Insured Benefits – CLA Article 25
- 2 • Jury Duty – CLA Article 5
- 3 • Military Leave – CLA Article 2
- 4 • Organ Donation Leave – CLA Article 36
- 5 • Paid Parental Leave – CLA Article 7
- 6 • Reclassification and Resulting Pay – CLA Article 14
- 7 • Sick Leave – CLA Article 31
- 8 • Union Membership – CLA Article 37
- 9 • Unpaid
- 10 • Leaves of Absence – CLA Article 3
- 11 • Volunteer Leave – CLA Article 4
- 12 • Working Out of Class – CLA Article 33

13 **ARTICLE 3: SCOPE**

14 This Agreement shall apply to all licensed and unlicensed employees assigned to the work
15 units described in Article 19.2 B. who are employed by King County and shall apply to all vessels
16 and facilities of the County engaged in the marine transportation of passengers and freight.

17 **ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP**

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

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

24 **ARTICLE 5: RIGHTS OF MANAGEMENT**

25 **Section 5.1** Except as limited by the express written terms and conditions of this Agreement
26 or by any practice mutually established by the County and the Unions, the management and direction
27 of the workforce are vested exclusively in the County. In areas where this Agreement is silent, the
28

1 management and direction of Employees will be in accordance with King County Personnel
2 Guidelines and other directives, policies and ordinances, as appropriate.

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

11 **ARTICLE 6: HOLIDAYS**

12 **Section 6.1**

13 **A.** Personal Holidays shall be pursuant to CLA Article 10, except as provided below.
14 Intermittent career service employees shall receive only one personal holiday, to be awarded on the
15 first payday following the beginning of the summer-service schedule.

16 **B.** An employee whose normal schedule requires the employee to work on the day of
17 observance of a holiday, or whose normal schedule does not fall on the day of observance of a
18 holiday shall receive holiday pay or may take holiday leave on an hour-for-hour basis at another time
19 that is agreed to by the supervisor and the employee. However, holiday leave must be used in the
20 same calendar year it is earned.

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1 **ARTICLE 7: VACATIONS**

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

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

| 6 Beginning with Year | 7 Ending With Year | Months of Service | Vacation Accrual Rate | Approximate Days Accrued Per Year (based on 2080 hours) |
|----------------------------------|-----------------------------------|------------------------------|------------------------------|--|
| 8 0 | 1 | 000 thru 012 | 0.046154 X Basis Hours | 12 |
| 9 2 | 3 | 013 thru 024 | 0.050000 X Basis Hours | 13 |
| 10 3 | 4 | 025 thru 036 | 0.057693 X Basis Hours | 15 |
| 11 4 | 5 | 037 thru 038 | 0.065385 X Basis Hours | 17 |
| 12 5 | 9 | 049 thru 096 | 0.076924 X Basis Hours | 20 |
| 13 9 | 11 | 097 thru 120 | 0.080770 X Basis Hours | 21 |
| 14 11 | 17 | 121 thru 192 | 0.084616 X Basis Hours | 22 |
| 15 17 | 18 | 193 thru 204 | 0.088462 X Basis Hours | 23 |
| 16 18 | 19 | 205 thru 216 | 0.092308 X Basis Hours | 24 |
| 17 19 | 20 | 217 thru 228 | 0.096154 X Basis Hours | 25 |
| 18 20 | 21 | 229 thru 240 | 0.100000 X Basis Hours | 26 |
| 19 21 | 22 | 241 thru 252 | 0.103847 X Basis Hours | 27 |
| 20 22 | 25 | 253 thru 288 | 0.107693 X Basis Hours | 28 |
| 21 25 | n/a | 289 and beyond | 0.115385 X Basis Hours | 30 |

22 **B.** Employees eligible for vacation leave hired before January 1, 2018, may accrue up
23 to 480 hours of vacation leave, hired after December 31, 2017, may accrue up to 320 hours of vacation
24 leave, prorated to reflect their normally scheduled work day. Employees must use vacation leave in
25 excess of the maximum accrual amount on or before the last day of the pay period that includes
26 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
27 result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority
28 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or

1 other reasons as may be in the best interests of the county. The procedures for authorizing carryover
2 above the maximum may be proscribed by the County.

3 **ARTICLE 8: RETURN TO WORK**

4 **Section 8.1** The parties agree to meet to discuss timelines and conditions of an employee's
5 return to work for an employee covered by this agreement who has become incapacitated due to
6 injury, medical condition or who is prevented from working while waiting to obtain a United States
7 Coast Guard (USCG) medical return to work (fit for duty) approval.

8 **ARTICLE 9. WAGE RATES**

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

11 **Section 9.2 General Wage increase:**

12 A. General wage increases will be provided pursuant to the CLA.

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

19 Following probation, future step increases for year-round employees will be effective on
20 January 1st of each year, provided that the employee is no longer in a probationary status as of
21 September 30th of the previous year. Except, career service intermittent employees who shall receive
22 any applicable probation step increase after six-months worked, and any step increases after each 12
23 months of schedule shifts, inclusive of all days off, during peak season. For example, a career service
24 intermittent employee that is hired at step one on March 15th would complete probation and receive
25 their probation step increase on September 15th. They would receive their next step increase after
26 they have been scheduled for 365 days of work (e.g. if the first summer season the employee worked
27 was 200 days long, the employee would receive their next step increase 165 days into the second
28 summer season the employee works). On-call work by an intermittent employee does not count

1 towards step progression. Time spent in a special duty assignment shall count towards step
2 progression for intermittent employees.

3 **ARTICLE 10: OVERTIME**

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

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

10 **The Contractual Overtime Rate** for each overtime hour worked shall be one and one-half
11 times the combined amount of the employee’s hourly base rate of pay and any applicable pay
12 premiums in effect at the time the overtime is worked (known as “time and one half”). If the Fair
13 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
14 employee shall be paid the higher rate of pay pursuant to the FLSA.

15 Work performed on the observed day of a holiday (midnight to midnight) shall be paid at the
16 Contractual Overtime Rate.

17 **Section 10.2** Optional work that an employee accepts shall be considered a scheduled work
18 shift and will be paid at the straight time rate, except for any portion that is in excess of 40 hours
19 worked in a work week. Any required work on a scheduled day off shall be paid at the Contractual
20 Overtime Rate.

21 **Section 10.3** Employees called to work prior to commencing their scheduled shift shall be
22 paid at the Contractual Overtime Rate in increments of one hour from when the employee reports for
23 work until the beginning of their scheduled shift. This provision applies to the beginning of a shift as
24 well as the beginning of the second half of a split shift.

25 **Section 10.4 Compensatory time:** If the employee requests and the supervisor approves,
26 employees may be granted compensatory time at the rate of one and one-half times each overtime
27 hour worked, in lieu of overtime pay. Employees may carry a maximum balance of 80 hours
28 compensatory time. Compensatory time may be taken as paid time off, to be requested and approved

1 in the same manner as vacation leave. Any balance of compensatory time hours as of the end of the
2 pay period which includes December 31, shall have those hours cashed out.

3 **Section 10.5 Emergency Call Out:** Shall be paid pursuant to CLA Article 43. Shift
4 extensions do not constitute “call outs.”

5 **Section 10.6** All overtime shall be authorized in advance by management, except in
6 emergencies. With respect to emergency situations, the employee shall make every reasonable effort
7 to contact a supervisor prior to engaging in the work. Saturday and Sunday work is not overtime
8 when it is a regularly scheduled work day for the individual.

9 **Section 10.7** If any provision of this article conflicts with minimum standards established by
10 Federal or State law, then that provision shall be automatically amended to provide the minimum
11 standards.

12 **Section 10.8 Standby Pay:** Shall be paid pursuant to CLA Article 43.

13 **Section 10.9 Dispatch of Open Work:** Straight-time open work shall be offered by
14 classification as described below, an employee is free to accept or decline offered open work, unless
15 it is assigned to a bid relief position, or the work is mandatorily assigned pursuant to the overtime
16 assignment provision below. Open work not assigned to a relief position will be offered to eligible
17 employees in the following order:

18 a. By seniority order, to employees in the appropriate work unit that are scheduled
19 that work week for less than 40 hours and which will not result in overtime pay, unless authorized by
20 management.

21 b. By seniority order to Marine Information Agents who are qualified deckhands that
22 are scheduled that work week for less than 40 hours and which will not result in overtime pay, unless
23 authorized by management.

24 c. To the on-call pool.

25 **Section 10.10 Overtime Assignment:** In the event that open work cannot be dispatched to
26 employees pursuant to the dispatch of open work provision above, it shall be offered, by seniority, as
27 overtime work to volunteers from the appropriate work unit. . If there are no volunteers, overtime
28 work will be assigned in inverse seniority order among the employees in the appropriate work unit.

1 **ARTICLE 11: MISCELLANEOUS**

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

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

12 **Section 11.3** Transportation Worker Identification Credential (TWIC) Card renewals shall be
13 paid pursuant to CLA Article 44.

14 **ARTICLE 12: BUMP-UP CAPTAINS**

15 **Deckhands Serving as Captains.** The King County Marine Division (KCMD) shall
16 maintain a Captain’s Eligibility List of County employees in the Deckhand classification that are
17 trained, qualified, licensed, and approved by KCMD to perform Captain duties and are available for
18 special duty assignment purposes. For purposes of this section, eligible Deckhands shall include all
19 career service Deckhands and special duty assignment Deckhands that are: a) assigned to a special
20 duty Deckhand position for a duration greater than six months; and b) have completed the first six
21 months of the special duty Deckhand assignment. In the event that an employee accepts a subsequent
22 special duty Deckhand assignment with a duration of 30 days or more and has previously been an
23 “eligible Deckhand” the parties may mutually agree to alternative requirements for said employee to
24 be designated as an eligible Deckhand. In the absence of mutually agreed alternative requirements,
25 the requirements of a) and b) above shall apply.

26 **A. Captain’s Eligibility List.** KCMD may place eligible deckhands on the Captain’s
27 Eligibility List when they successfully complete the County’s required Captain training for all vessels
28 (“Captain Checkoff”) and are needed to meet business needs. KCMD may add or remove Deckhands

1 on the Captain's Eligibility List as follows:

2 **i. Operational reasons.** KCMD may reduce the number of Deckhands on the
3 Captain's Eligibility List by selecting Deckhands to be removed from the list in inverse seniority
4 order of the date they received their final Captain Checkoff. Similarly, KCMD may add Deckhands
5 to the Captain's Eligibility List based on operational needs in seniority order of the date a Deckhand
6 receives their final Captain Checkoff.

7 **ii. Personnel reasons.** KCMD may remove or exclude Deckhands from the
8 Captain's Eligibility List based on disciplinary action or refusal to bump-up to Captain while on
9 watch. KCMD may temporarily remove Deckhands from the Captain's Eligibility List during an
10 investigation or other significant personnel issue.

11 **B. Deckhand Bump-up to Captain Process.** When KCMD determines the need for
12 a Deckhand to act as Captain, the Division Manager or designee will contact eligible Deckhands
13 currently assigned to the watch in need. If more than one Deckhand regularly assigned to a watch is
14 on the Captain's Eligibility List, they shall rotate available Captain shifts and track this rotation on
15 the vessel. Deckhands that are regularly assigned to a watch shall have priority bump-up on their
16 assigned watch over other eligible Deckhands temporarily dispatched to their watch. Any Deckhands
17 that are asked to bump-up on a watch must serve as Captain.

18 If no Deckhands serving on a watch (i.e., shift) are on the Captain's Eligibility List, then the
19 dispatch will be made to the most senior eligible Deckhand to serve as the Captain and proceed down
20 the list based on availability.

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

25 **C. Eligible Deckhand Stipend.**

26 Eligible Deckhands shall receive a monthly stipend of \$50.00 per month if all the following
27 criteria are met:

28 **i) Career Service status;**

- 1 ii) Comprehensive Benefit Eligible;
- 2 iii) Captain’s Checkoff complete; and,
- 3 iv) Active status on the Captain’s Eligibility List on first of the month.

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

6 A Bump-up Captain who is at the top wage step of their deckhand position shall receive a
7 single step increase on the captain pay scale for each subsequent 24 months they are on the Bump-up
8 Captain List, to a maximum of step (5). Intermittent employees will only count months worked
9 towards each 24-month period. Bump-up Captains subsequently hired into a Captain position shall
10 be hired no lower than their Bump-up Captain wage rate. This provision shall only be paid
11 prospectively upon implementation of the 2021-2024 Agreement but will include all prior time spent
12 on the Bump-up Captain List for determining Bump-up Captain step placement.

13 **E. Seniority.** A Deckhand serving as a Captain on a seasonal or daily basis will
14 continue to accrue seniority in their present bargaining unit and retain reversion rights to their
15 previously held position.

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

18 **F. Bump-up Captain Training.** Deckhands who are on the Bump-up Captain List
19 shall be trained pursuant to the Marine Division Training Program, as amended, to maintain their
20 eligibility on the Bump-Up Captain List. Deckhands shall be paid at the Bump-up Captain rate of pay
21 for all time spent performing Captain training. This pay provision shall be implemented
22 prospectively.

23 **G. Bump-up Captain License Renewal.** Employees who are on the Bump-up
24 Captain List shall be entitled to reimbursement for U.S. Coast Guard Master’s License renewal costs
25 up to \$250.00 for every five years they are on the Bump-up Captain Eligibility List. This pay
26 provision shall be implemented prospectively, all time spent on the Bump-up Captain List shall be
27 counted.

28

1 **ARTICLE 13: ON CALL EMPLOYEES**

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

7 **Section 13.2** The parties may request to reopen negotiations for the purpose of discussing the
8 creation of a float pool staffed by regular employees.

9 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

10 The County and the Unions shall not unlawfully discriminate against any individual
11 employees with respect to compensation, terms, conditions or privileges of employment by reason of
12 race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation,
13 political ideology, ancestry or disability. Allegations of unlawful discrimination shall not be a proper
14 subject for adjudication under the CLA Article 26 grievance arbitration procedure. Grievances
15 involving allegations of discrimination that are not resolved through Step 3 of the grievance
16 procedure in CLA Article 26 may be referred by the grievant to the appropriate government agency.

17 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

18 **Section 15.1** The Employer and the Unions agree that the public interest requires efficient
19 and uninterrupted performance of all County services and to this end pledge their best efforts to avoid
20 or eliminate any conduct contrary to this objective. Specifically, the Unions shall not cause or
21 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
22 assigned duties, sick leave absence which is not bona fide, or other interference with County
23 functions by employees under this Agreement and should same occur, the Unions agree to take
24 appropriate steps to end such interference. Any concerted action by any employees in any bargaining
25 unit shall be deemed a work stoppage if any of the above activities have occurred.

26 **Section 15.2** Upon notification in writing by the County to the Union(s) that any of its
27 represented employees are engaged in a work stoppage, the Union(s) shall immediately, in writing,
28 inform said represented employees that their work stoppage may be in violation of this Agreement

1 and should cease and provide the County with a copy. In addition, if requested by the County, a
2 responsible official of the Union(s) shall publicly inform said represented employees of the above
3 statement.

4 **Section 15.3** Any employee participating in such work stoppage or in other ways committing
5 an act prohibited in this article shall be considered absent without leave. The County may consider
6 such absence a resignation. Such employees are also subject to discharge, suspension, or other
7 disciplinary action.

8 **ARTICLE 16: REDUCTION-IN-FORCE/LAYOFF REHIRS**

9 **Section 16.1** Seniority is defined by hire date by classification. An employee who promotes
10 to a higher level position will retain their seniority in their prior position, not including time spent in
11 the higher level position. For purposes of layoff, bumping, and recall, the identification of affected
12 employees shall be made on the basis of seniority.

13 **Section 16.2** An employee shall be entitled to seniority when such employee has completed a
14 probationary period of six (6) months with the County. Probation may be extended to twelve (12)
15 months provided that the reason for extension is forwarded to the employee and the Union. Upon
16 completion of the probationary period, the employee's seniority date shall be the initial date of hire
17 by classification. Temporary employees, special duty assignments, and term-limited temporary
18 employees as defined in the King County Code (KCC 3.12.010) do not obtain seniority until such
19 time as they are hired on a regular full-time or regular part-time basis in a career service position.

20 **Section 16.3** Seniority rights shall be forfeited if the employee is discharged for just cause or
21 if the employee resigns employment with the County, or if the employee is on a leave of absence in
22 excess of two (2) years.

23 **Section 16.4** The County agrees to notify the Unions in writing at least six (6) weeks in
24 advance of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to
25 CLA and Section 19.1 of this Article. Such notice of layoff shall include the name, classification and
26 hire-in date of all such employees whose positions are scheduled to be eliminated. Prior to laying off
27 any employees, management shall consider the following options for the impacted employee(s):

28 **A. Voluntary layoff.**

1 **B.** Voluntary retirement - pursuant to the rules of the Public Employment Retirement
2 System.

3 **Section 16.5** The County will endeavor to place in other positions throughout the County
4 those employees who are laid off.

5 **Section 16.6 Bumping:** Employees who are identified for layoff by actual layoff notice
6 must within fourteen (14) calendar days after such notice notify the County of their intention to bump
7 into another position within their work group or a classification in another work group in which the
8 employee had career service status. The layoff notice will identify the position(s) into which the
9 employee is entitled to bump. After receiving the layoff notice, employees may displace (bump)
10 another employee within the employee's current work group, if they cannot bump another employee
11 is the employee's current work group, the employee may bump another employee in another work
12 group, provided the employee had career service status in a position in that work unit, if they meet all
13 of the following criteria:

14 **A.** The employee to be bumped is the least senior employee in the work group of
15 those employees in the job classification into which the employee elects to bump, and has less
16 seniority than the employee who elects to bump; and

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

19 **Section 16.7** A regular employee may bump a term-limited temporary employee in a
20 bargaining unit position within the work group, or may accept appointment into a vacant term-limited
21 position in the bargaining unit, provided the regular employee meets the qualifications of the
22 position. The placement of a regular employee into a term-limited position shall not convert such
23 position to a regular, career service position; however, at the conclusion of the term-limited
24 appointment, such regular employee shall be entitled to all benefits of any other regular employee
25 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in
26 the term-limited position.

27 **Section 16.8 Recall:** All bargaining unit employees who are laid off, whose hours of work
28 are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited

1 temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job
2 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A
3 laid off employee may be involuntarily removed from the recall list after the expiration of two (2)
4 years from the date of layoff, or if the employee does not accept re-employment within the bargaining
5 unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-
6 employment in a position with a lower salary range or with fewer working hours than the employee
7 held at the time of layoff shall not be cause for removal from the recall list. Employees who are
8 eligible for recall may accept a temporary or term-limited position without jeopardy to their recall
9 rights.

10 **ARTICLE 17: CREW REQUIREMENTS**

11 **Section 17.1** The Employer and the Union agree they shall staff the vessels of the Employer,
12 while in service, with the standard complement of crew personnel in accordance with the Certificate
13 of Inspection (C.O.I.), with a minimum of one (1) licensed deck officer, two (2) deckhands, one of
14 which shall be classified as a senior deckhand.

15 **Section 17.2** Except in cases of emergency and for movements within the vicinity of the tie-
16 up slips, or shipyards, when any vessel is not manned in accordance with the minimum manning
17 schedules of unlicensed personnel in the Deck Work Unit, the wages of the position(s) shall be
18 divided equally among the employees performing the work of the unfilled position(s). If a crew
19 shortage occurs on a holiday, the holiday rate of pay shall apply.

20 **ARTICLE 18: GALLEY SERVICE**

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

24 **ARTICLE 19: SENIORITY AND ASSIGNMENTS**

25 **Section 19.1** The Employer recognizes the principle of total county service seniority in the
26 administration of promotions, transfers, layoffs and recalls. Lateral transfers of bargaining unit
27 personnel to all open positions throughout the fleet shall be conducted by seniority. In the application
28

1 of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in
2 accordance with the job requirements, seniority by classification hire date shall prevail.

3 **Section 19.2 Establishing Seniority:**

4 **A.** An employee's hire date by classification shall become the employee's seniority
5 date. Provided that, for job bidding purposes, in the deck work unit all employees must possess a
6 Merchant Marine Document (MMD).

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

- | | |
|----------------------------|-----------------------------|
| 8 Licensed Deck: | 1. Master |
| 9 Licensed Engine room: | 1. Engineer |
| 10 Unlicensed Engine room: | 1. Oiler |
| 11 Deck Work Unit: | 1. Deckhand |
| 12 Terminal Work Unit: | 1. Marine Information Agent |

13 **Section 19.3 Watch Bidding:**

14 **A. Summer Season Watch Bidding.** All regular year-round and regular intermittent
15 employees may only bid for summer season watch positions that are within their work unit. Positions
16 within those watches shall be awarded by seniority.

17 **B. Winter Season Watch Bidding.** Only regular year-round employees may bid for
18 winter season watch positions that are within their work unit. Positions within those watches shall be
19 awarded by seniority. The County will assign any unbid watch position(s) to the least senior regular
20 year-round employee(s) of the appropriate work unit.

21 **ARTICLE 20: MAINTENANCE AND CURE**

22 **Section 20.1**

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

28 **B.** Transportation to or from a medical facility shall be furnished by the Employer if

1 the employee becomes ill or is injured on duty.

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

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

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

8 F. The Employer may at its discretion elect to provide an injured employee with their
9 wages. In no event will the employee also be paid maintenance.

10 **Section 20.2** Wages and maintenance and cure shall not be withheld merely because an
11 employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps
12 toward that end, regardless of the Employer's arrangements with any insurance company.

13 **ARTICLE 21: WORKING CONDITIONS (GENERAL)**

14 **Section 21.1** All confined spaces shall be properly ventilated prior to and during painting.

15 **Section 21.2** There shall be no painting, chipping, scraping, soogying, or any maintenance or
16 sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. No
17 maintenance shall be performed over the side of vessels while propellers are turning.

18 **Section 21.3** Employees shall not be required to soogy any areas of the vessel when the
19 temperature is below forty (40) degrees in the area to be soogied. This provision will not apply when
20 the vessel is in lay-up status.

21 **Section 21.4** Before the Employer changes any vessel running schedules, the Employer will
22 meet with the Unions, if requested to do so, to advise and discuss the changes with the Unions.

23 **Section 21.5** Employees will not be required to open, enter, or work in sewage holding tanks.

24 **ARTICLE 22: PENALTY PAY (GENERAL)**

25 **Section 22.1** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or
26 if employee comes in physical contact with sewage while exercising due care in the performance of
27 their duties. One-half (1/2) hour minimum.

28 **Section 22.2** When required to clean-up excrement, and/or vomit as well as blood: One-half

1 (1/2) hour minimum.

2 **Section 22.3** When Oilers are required to work as deckhands for more than one (1) round trip
3 on the Vashon Island route or two (2) consecutive round trips on the West Seattle route, the penalty
4 time rate shall be paid for all time worked as a deckhand.

5 **ARTICLE 23: TRAINING**

6 Training shall be pursuant to CLA Article 44 in addition to below.

7 **Section 23.1** King County has the option to provide training at the work site of the employee
8 or an alternate location. The procedures below are adopted for governing pay practices relative to
9 County sponsored training.

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

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

19 **C.** Employees shall be paid a minimum of their scheduled straight time shift hours for
20 that day for attending training classes, less lunch period. The overtime provision shall apply to
21 training classes exceeding the above noted scheduled shift hours.

22 **ARTICLE 24: UNION NEGOTIATION COMMITTEE**

23 **Section 24.1** The Employer recognizes the establishment of the Union's Negotiating
24 Committee for this Appendix. When requested by the Union, the Employer will provide relief to
25 allow a maximum of two members per bargaining unit of the Negotiating Committee to perform the
26 duties of the Committee. The Employer will be required to pay any wages to any member of the
27 Committee during those times that the members are performing their duties of the Negotiating
28 Committee at the bargaining table.

1 The International Organization of Masters, Mates and Pilots approves the CLA, this Appendix, and
2 relevant addenda.

3

4

Captain Don Marcus, President
International Organization of Masters, Mates and Pilots

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Captain Dan Twohig, Vice President
United Inland Group – Pacific Maritime Region
International Organization of Masters, Mates and Pilots

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10 The Marine Engineers' Beneficial Association approves the CLA, this Appendix, and relevant
11 addenda.

12

13

Claudia Cimini, Executive Vice President
Marine Engineers' Beneficial Association

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Kevin M. Cross, Seattle Patrolman
Marine Engineers' Beneficial Association

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The Inlandboatmen's Union of the Pacific approves the CLA, this Appendix, and relevant addenda.

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Peter Hart, Regional Director, Puget Sound
Inlandboatmen's Union of the Pacific

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Jay Ubelhart, National President
Inlandboatmen's Union of the Pacific

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For King County:

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Sasha P. Alessi
Labor Manager
Office of Labor Relations

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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 (3) hours or more and/or the employees' day off assigned to said vessel are changed by at least one (1) day, or the vessel's home terminal is changed, the employees' whose watch has changed by three (3) hours or more, whose days off has changed by (1) 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 19.2 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

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

4 **1.3 Extension Of Wages**

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

7 **SECTION 2 - WORKING CONDITIONS**

8 **2.1** There will be no chipping, scaling, painting or preparation for painting performed by
9 Deck Work Unit employees on holidays provided for in the Agreement.

10 **2.2** Chipping, painting and preparation for painting by vessels' crews shall not be performed
11 outside when the temperature is below 40 degrees, except when in layup status.

12 **2.3** All confined spaces shall be properly ventilated prior to and during painting.

13 **2.4** Employees will not be required to open, enter, or work in sewage holding tanks.

14 **2.5** Hazardous materials will be transferred in approved, secure, and clearly labeled
15 containers. For the purposes of this section, hazardous materials shall mean those materials so
16 designated by the Material Safety Data Sheet (MSDS).

17 **SECTION 3 - WAGES**

18 **3.1** The Parties agree to a base rate associated with Marine Deckhands. Marine Deckhands
19 working a shift as Marine Deckhand - Purser will be paid one pay range above the Marine Deckhand
20 pay range. Deckhands working a shift as a Marine Deckhand – Senior will be paid two pay ranges
21 above the Marine Deckhand pay range. Leave pay and training pay will be based on shifts scheduled.

22 **3.2** All employees hired as Marine Information Agents shall start at pay range five (5), with
23 progression to steps six (6), seven (7), eight (8), nine (9), and ten (10) of the applicable pay range to
24 be treated as if the employee was progressing between steps one (1) – five (5).

25 **SECTION 4 – ALLOWANCE FOR SCHOOLING AND UPGRADING**

26 **4.1** King County will participate in a process which will enable qualified career service
27 Deckhands and Marine Information Agents who have one (1) year seniority with the County to
28 secure a 100/200 Gross Ton Master's License.

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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 10 days.

4.3 An employee to be qualified under this Agreement must have not less than one (1) 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 (1) deckhand shall be designated as the purser deckhand.

1 **ADDENDUM B - MM&P LICENSED DECK OFFICER PERSONNEL**

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

4 **SECTION 1: HEALTH AND SAFETY**

5 **1.1 General Provision**

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

8 **1.2 Defense Of Claims**

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

13 **1.3 Extension Of Wages**

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

16 **SECTION 2: SCHEDULES AND BIDDING**

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

22 **2.2 Filling of Open Watches Between Seasonal Watch Bids**

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

28 **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.

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

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

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 their 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 CLA Article 26. A copy of any correspondence concerning wages,
24 hours and/or working conditions of employees in the bargaining unit shall be sent to the Union at the
25 same 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 their permanent position unless the employee

1 bids for and actually is awarded another position. All positions will be awarded by seniority. For
2 purposes of this section, seniority will be based on the hire date or date of qualifying License held;
3 whichever is 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 by classification shall become the employee's seniority date for
12 bidding purposes.

13 **SECTION 4 - PENALTY PAY**

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

16 (b) Licensed Engineers performing the following work shall receive a minimum of one-half
17 (1/2) hour pay at the penalty time rate while performing such work:

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

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

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

28 (c) Licensed Engineer Officers shall receive the Oiler penalty time pay only if there is no

1 Oiler on duty or available to do the work.

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

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

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

14 **SECTION 5 - ENGINEER OFFICER DUTIES**

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

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

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

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

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

1 **SECTION 6 - STAFFING**

2 (a) At the maintenance facility, the Employer agrees to maintain the following minimum
3 staffing requirements:

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

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

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

15 **SECTION 7: EDUCATION AND LICENSES**

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

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

25 (c) King County will participate in a process which will enable career service Oilers to secure
26 an Assistant Engineer limited license.

27 (d) Oilers who are on the bump-up Engineer list shall be entitled to reimbursement for U.S.
28 coast Guard Engineer License renewal costs up to \$250.00 for every five years they are on the bump-

1 up Engineer list. This pay provision shall be implemented prospectively, all time spent on the bump-
2 up Engineer list shall be counted.

3 **SECTION 8: WELFARE**

4 (a) For Temporary Relief Engineers, the Employer agrees to participate in and shall continue
5 in full force and effect to and including one (1) year beyond the expiration date of this Agreement,
6 the MEBA Medical and Benefits Plan and its respective trust indentures heretofore established,
7 conditioned on the continued approval by the Internal Revenue Service on the subject of tax
8 deductions only. In the event this Agreement is extended pursuant to the terms of this Agreement as
9 set forth above, it is agreed that the MEBA Medical and Benefits Plan and its respective trust
10 indentures shall continue in full force in effect for twelve (12) months past the expiration date of the
11 extended Agreement. Effective July 1, 2009, the Employer will pay medical contributions in the
12 amount of forty-eight dollars and fifty-five cents (\$48.55) per day per person for each day the
13 Temporary Relief Engineer works under the Agreement.

14 (b) Effective July 1, 2010, and every July 1 thereafter, during the term of this agreement, the
15 rate of contribution to the MEBA Medical and Benefits Plan shall be increased by the percentage
16 increase in the medical care component of the Consumer Price Index (United States Average for
17 Urban Wage Earners and Clerical Workers (CPI-W or its agreed upon successor)) during the most
18 recent previous twelve (12) month period for which such index has been calculated by the Bureau of
19 Labor Statistics of the United States Department of Labor.

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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, 2021 - December 31, 2024

| 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 |
| * These Ranges and Steps are based on the King County Maritime Unions' wage table (see below). | | | | |

2021 GWI = 1.5%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Range 40 | | | | | 28.3177 | 28.9973 | 29.6933 | 30.4059 | 31.1357 | 31.883 |
| Range 52 | 33.4338 | 35.0554 | 35.8967 | 36.7582 | 37.6405 | 38.5438 | 39.4689 | 40.4162 | 41.3862 | 42.3795 |
| Range 53 | 34.2363 | 35.8967 | 36.7582 | 37.6405 | 38.5438 | 39.4689 | 40.4162 | 41.3862 | 42.3795 | 43.3966 |
| Range 54 | 35.0579 | 36.7582 | 37.6405 | 38.5438 | 39.4689 | 40.4162 | 41.3862 | 42.3795 | 43.3966 | 44.4381 |
| Range 65 | 45.5077 | 47.7148 | 48.86 | 50.0326 | 51.2333 | 52.4629 | 53.722 | 55.0114 | 56.3317 | 57.6837 |
| Range 67 | 47.7183 | 50.0326 | 51.2333 | 52.4629 | 53.722 | 55.0114 | 56.3317 | 57.6837 | 59.068 | 60.4857 |

1 2022 GWI = 3%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | 0 | 0 | 0 | 0 | 29.1672 | 29.8672 | 30.5841 | 31.3181 | 32.0698 | 32.8395 |
| Range 52 | 34.4368 | 36.1071 | 36.9736 | 37.8609 | 38.7697 | 39.7001 | 40.6530 | 41.6287 | 42.6278 | 43.6509 |
| Range 53 | 35.2634 | 36.9736 | 37.8609 | 38.7697 | 39.7001 | 40.6530 | 41.6287 | 42.6278 | 43.6509 | 44.6985 |
| Range 54 | 36.1096 | 37.8609 | 38.7697 | 39.7001 | 40.6530 | 41.6287 | 42.6278 | 43.6509 | 44.6985 | 45.7712 |
| Range 65 | 46.8729 | 49.1462 | 50.3258 | 51.5336 | 52.7703 | 54.0368 | 55.3337 | 56.6617 | 58.0217 | 59.4142 |
| Range 67 | 49.1498 | 51.5336 | 52.7703 | 54.0368 | 55.3337 | 56.6617 | 58.0217 | 59.4142 | 60.8400 | 62.3003 |

9 2023 GWI = 4%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | 0 | 0 | 0 | 0 | 30.3339 | 31.0619 | 31.8075 | 32.5708 | 33.3526 | 34.1531 |
| Range 52 | 35.8143 | 37.5514 | 38.4525 | 39.3753 | 40.3205 | 41.2881 | 42.2791 | 43.2938 | 44.3329 | 45.3969 |
| Range 53 | 36.6739 | 38.4525 | 39.3753 | 40.3205 | 41.2881 | 42.2791 | 43.2938 | 44.3329 | 45.3969 | 46.4864 |
| Range 54 | 37.554 | 39.3753 | 40.3205 | 41.2881 | 42.2791 | 43.2938 | 44.3329 | 45.3969 | 46.4864 | 47.602 |
| Range 65 | 48.7478 | 51.112 | 52.3388 | 53.5949 | 54.8811 | 56.1983 | 57.547 | 58.9282 | 60.3426 | 61.7908 |
| Range 67 | 51.1158 | 53.5949 | 54.8811 | 56.1983 | 57.547 | 58.9282 | 60.3426 | 61.7908 | 63.2736 | 64.7923 |

17 2024 GWI = 4%

| Steps: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Range 40 | 0 | 0 | 0 | 0 | 31.5473 | 32.3044 | 33.0798 | 33.8736 | 34.6867 | 35.5192 |
| Range 52 | 37.2469 | 39.0535 | 39.9906 | 40.9503 | 41.9333 | 42.9396 | 43.9703 | 45.0256 | 46.1062 | 47.2128 |
| Range 53 | 38.1409 | 39.9906 | 40.9503 | 41.9333 | 42.9396 | 43.9703 | 45.0256 | 46.1062 | 47.2128 | 48.3459 |
| Range 54 | 39.0562 | 40.9503 | 41.9333 | 42.9396 | 43.9703 | 45.0256 | 46.1062 | 47.2128 | 48.3459 | 49.5061 |
| Range 65 | 50.6977 | 53.1565 | 54.4324 | 55.7387 | 57.0763 | 58.4462 | 59.8489 | 61.2853 | 62.7563 | 64.2624 |
| Range 67 | 53.1604 | 55.7387 | 57.0763 | 58.4462 | 59.8489 | 61.2853 | 62.7563 | 64.2624 | 65.8045 | 67.384 |

Certificate Of Completion

| | |
|--|--------------------------------|
| Envelope Id: B69FF9CBCFF241809EC46F189B4B0FCF | Status: Completed |
| Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 446 - 446CLAC0122.pdf | |
| Source Envelope: | |
| Document Pages: 62 | Signatures: 7 |
| Certificate Pages: 6 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Carolyn Coleman |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 11943 Sunset Hills Rd |
| | Reston, VA 20190 |
| | carolyn.coleman@kingcounty.gov |
| | IP Address: 97.113.85.23 |

Record Tracking

| | | |
|--|---|--------------------|
| Status: Original 7/11/2022 2:20:50 PM | Holder: Carolyn Coleman carolyn.coleman@kingcounty.gov | Location: DocuSign |
| Security Appliance Status: Connected | Pool: FedRamp | |
| Storage Appliance Status: Connected | Pool: King County-King County Executive Office-Office of Labor Relations | Location: DocuSign |

Signer Events

Captain Dan Twohig
dtwohig@bridgedeck.org
Security Level: Email, Account Authentication (None)

Signature

Uploaded paper with hand signature

Timestamp

Sent: 7/11/2022 5:16:31 PM
Viewed: 7/11/2022 5:43:12 PM
Signed: 7/11/2022 5:54:14 PM

Signature Adoption: Signed on Paper
Using IP Address: 73.109.168.100

Electronic Record and Signature Disclosure:

Accepted: 7/11/2022 5:43:12 PM
ID: c2af140a-423a-4228-b3b4-8d88f3bd1d78

Captain Don Marcus
dmarcus@bridgedeck.org
Security Level: Email, Account Authentication (None)

DocuSigned by:
Captain Don Marcus
4D797D169D874A1...

Sent: 7/21/2022 2:21:48 PM
Viewed: 7/21/2022 2:41:23 PM
Signed: 7/21/2022 2:41:35 PM

Signature Adoption: Pre-selected Style
Using IP Address: 50.204.130.178

Electronic Record and Signature Disclosure:

Accepted: 7/21/2022 2:41:23 PM
ID: e71a5aa4-0fa4-4bce-9d6d-7519760bd54c

Claudia Cimini
Ccimini@mebaunion.org
Security Level: Email, Account Authentication (None)

DocuSigned by:
Claudia Cimini
D0CAB0971BE94D4...

Sent: 7/11/2022 5:16:30 PM
Resent: 7/20/2022 7:42:02 AM
Resent: 7/21/2022 1:10:46 PM
Resent: 7/21/2022 2:18:44 PM
Resent: 7/22/2022 11:24:03 AM
Resent: 7/22/2022 11:27:32 AM
Viewed: 7/22/2022 3:57:08 PM
Signed: 7/22/2022 3:57:23 PM

Signature Adoption: Pre-selected Style
Using IP Address: 76.103.154.5

Electronic Record and Signature Disclosure:

Accepted: 7/20/2022 9:44:26 AM
ID: 2d973b90-07b3-4eed-b9f6-3175f94a42b1

Signer Events

Jay Ubelhart
JayU@ibu.org
Vice Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


D09382AEC48C470...
Signature Adoption: Pre-selected Style
Using IP Address: 50.199.13.165

Timestamp

Sent: 7/21/2022 2:21:48 PM
Viewed: 7/21/2022 2:56:41 PM
Signed: 7/21/2022 2:57:17 PM

Electronic Record and Signature Disclosure:
Accepted: 7/21/2022 2:56:41 PM
ID: 967176b4-b13f-4d5a-b5b5-a0424a7e415c

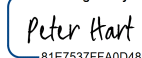
Kevin Cross
kcross@mebaunion.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

017AD400D83F4F6...
Signature Adoption: Pre-selected Style
Using IP Address: 71.227.243.253

Sent: 7/11/2022 5:16:31 PM
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Resent: 7/21/2022 1:10:47 PM
Resent: 7/21/2022 2:18:45 PM
Resent: 7/22/2022 11:24:04 AM
Resent: 7/22/2022 11:27:33 AM
Resent: 7/25/2022 8:12:00 AM
Resent: 7/25/2022 9:32:26 AM
Viewed: 7/25/2022 12:08:06 PM
Signed: 7/25/2022 12:09:52 PM

Electronic Record and Signature Disclosure:
Accepted: 7/13/2022 8:26:45 AM
ID: fe0a0148-00fa-43d2-9081-8ce0dfa49ca7


Peter Hart
peter@ibu.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

81E7537FFA0D480...
Signature Adoption: Pre-selected Style
Using IP Address: 173.239.197.85

Sent: 7/11/2022 5:16:31 PM
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Resent: 7/21/2022 1:10:47 PM
Resent: 7/21/2022 2:18:45 PM
Resent: 7/22/2022 11:24:04 AM
Resent: 7/22/2022 11:27:34 AM
Resent: 7/25/2022 8:12:00 AM
Resent: 7/25/2022 9:32:27 AM
Resent: 7/25/2022 11:53:04 AM
Viewed: 7/25/2022 11:56:47 AM
Signed: 7/25/2022 11:59:55 AM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2022 11:56:47 AM
ID: fb18de83-a4dd-4317-8428-a3d54185b657

Sasha Alessi
Sasha.Alessi@kingcounty.gov
Labor Relations Negotiator
King County Executive Department- OLR
Security Level: Email, Account Authentication (None)

DocuSigned by:

9BBD219A728E4E7...
Signature Adoption: Drawn on Device
Using IP Address: 97.113.147.40

Sent: 7/25/2022 12:09:56 PM
Resent: 7/25/2022 2:55:15 PM
Viewed: 7/25/2022 3:14:28 PM
Signed: 7/25/2022 3:14:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
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| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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| Envelope Summary Events | Status | Timestamps |
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|--------------------------------|---------------|-------------------|

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|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 7/11/2022 5:16:31 PM |
| Certified Delivered | Security Checked | 7/25/2022 3:14:28 PM |
| Signing Complete | Security Checked | 7/25/2022 3:14:37 PM |
| Completed | Security Checked | 7/25/2022 3:14:37 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

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