MASTER AGREEMENT

By and Between

King County

And

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, MARINE ENGINEERS' BENEFICIAL ASSOCIATION

AND

INLANDBOATMEN'S UNION OF THE PACIFIC

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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 and appendices set forth the wages, hours and working conditions for each individual bargaining unit's employees.

ARTICLE 2: SCOPE

This Agreement shall apply to all licensed and unlicensed employees assigned to the Deck, Engine, Terminal, and Shoreside maintenance who are employed by King County and shall apply to all vessels and facilities of the County engaged in the marine transportation of passengers and freight.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

Section 3.2 It shall be a condition of employment that all employees covered by this agreement who are members of the Unions in good standing on the effective date of this agreement

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

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

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

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

The Unions will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Unions.

The Unions agree to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

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

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

ARTICLE 4: RIGHTS OF MANAGEMENT

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

Section 4.2 The County shall have the right to discipline and discharge for just cause, the right to layoff employees for lack of work or funds; or for the occurrence of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive. The County shall further have the right to hire, appoint, promote, train, assign and direct the workforce; develop and modify classification specifications, allocate positions to those classifications, determine

reasonable schedules of work, schedule overtime work, and to establish the methods and processes by which work is performed, the right to establish reasonable rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

ARTICLE 5: HOLIDAYS

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

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

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

B. Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work day up to a maximum of 8 hours. One personal holiday shall be added to the vacation leave bank in the pay period that includes the first day of October and one personal holiday will be added in the pay period that includes the first day of November of each year.

C. Holidays shall be paid on the day of observance as identified in Section 5.1.

D. An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay; provided, however, that an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

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

A. An employee will receive holiday pay pro-rated to their schedule, but not to exceed 8.0 hours in a 40-hour work unit or 7.0 hours in a 35-hour work unit. For instance, if an employee's standard workweek is 30 hours per week, the employee will receive 6 hours holiday pay for a single holiday. For purposes of this sub-section, the employee schedule used to pro-rate holiday pay shall be the employee's schedule in place during the pay period that the holiday occurs in.

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

C. An employee who works an alternative work schedule will receive holiday paid time off that is equal to that provided for in the standard workweek in the employee's work unit. If the employee is required to take the day off on the holiday, or on a mutually agreeable alternative day, and the employee's alternative work day is longer than the standard work day (i.e., 7 or 8 hours) in his or her work unit, he or she may elect to make up the hours exceeding the standard work day by employing either option (1) or (2) below:

(1) Work additional time on other shifts during the pay period the holiday is taken for the hours missed, as agreed to by the supervisor and the employee. However, the employee will not be assigned to work more than 40 hours per work week or 12 hours in any 24-hour period.

(2) Use accrued vacation leave, compensatory time off, or leave without pay.

D. An employee whose normal schedule requires him or her to work on a holiday, or

whose normal schedule does not fall on the day of the observed holiday, may take holiday leave on an hour-for-hour basis at another time that is agreed to by the supervisor and the employee. However, holiday leave must be used in the same calendar year it is earned.

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

ARTICLE 6: VACATIONS

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

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

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

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

D. Employees eligible for vacation leave may accrue up to 480 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 other reasons as may be in the best interests of the county. The Human Resources Director may authorize procedures for authorizing carryover above the maximum.

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

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

G. Employees shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this section. Employees shall not use paid vacation leave without prior approval by the appointing authority or designee.

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

I. Employees may use vacation leave in whole hours and fractions of an hour up to two decimal places.

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

K. If an employee resigns from a full-time regular or part-time regular position with the county in good standing or is laid off and subsequently returns to county employment within two

years from such resignation or lay off, as applicable, the employee's prior county service shall be counted in determining the vacation leave accrual rate under paragraph A of this section. (KCC 3.12.190)

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

ARTICLE 7: SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

D. Exposure to contagious diseases and resulting quarantine.

E. An employee's temporary disability caused by or contributed to by pregnancy and/or childbirth.

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

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

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

I. To care for other family members, if:

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

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

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

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

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

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

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

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

following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

B. Overtime eligible employees may use sick leave in whole hours and fractions of an hour up to two decimal places, at the discretion of the Supervisor/designee.

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

ARTICLE 8: PAID LEAVES

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

Section 8.2 Bereavement Leave:

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

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

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

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

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

Section 8.3 Organ Donor Leave (KCC 3.12.215):

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

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

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

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

Section 8.4 Donation of Leaves (KCC 3.12.223):

A. Vacation leave hours.

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

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

3) Donated vacation leave hours must be used within ninety calendar days

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

B. Sick leave hours.

1) Any employee eligible for leave benefits may donate a portion of his or her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employees' department director(s).

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

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

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

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

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

The Supervisor shall allow the use of up to three days (24 hours for hourly paid employees) of sick leave each year to allow employees to perform volunteer services at the school attended by the employee's child, the employee's grandchild, the child of the employee's domestic partner, or a child

that resides in the employee's home. Employees requesting to use sick leave for this purpose shall submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

Section 8.6 Jury Duty (KCC 3.12.240):

Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their work supervisor when dismissed from jury service.

Section 8.7 Military Leave (KCC 3.12.260):

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

Section 8.8 Unpaid Leaves of Absence:

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

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

C. Leaves specified in A. and B. above shall not be unduly denied, unless no qualified replacements are available.

ARTICLE 9. WAGE RATES

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

Section 9.2 Cost of Living Adjustment:

A. Effective January 1, 2014, the salary in effect on December 31, 2013, for each

employee in the bargaining unit shall be increased by 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling, which amounts to 1.67%.

This adjustment was based on the following formula:

$$(Aug_{Y-1} + Oct_{Y-1} + Dec_{Y-1} + Feb_{Y} + Apr_{Y} + June_{Y}) /$$
$$(Aug_{Y-2} + Oct_{Y-2} + Dec_{Y-2} + Feb_{Y-1} + Apr_{Y-1} + June_{Y-1}) - 1$$

Y = Current Year
Y-1 = 1 Year Ago
Y-3 = 2 Years Ago

B. Effective January 1, 2015, the salary in effect on December 31, 2014, for each employee in the bargaining unit shall be increased by 2%.

C. Effective January 1, 2016, the salary in effect on December 31, 2015, for each employee in the bargaining unit shall be increased by 2%.

D. The parties agree to reopen negotiations for the limited purpose of negotiating a cost of living adjustment for 2017.

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

If an employee works out of class for 12 consecutive months, the employee and/or the Unions may submit a Position Description Questionnaire (PDQ), with a request for consideration of reallocating the employee's position to the higher class. The PDQ shall be submitted to the employee's departmental human resources manager for transmittal to the Human Resources Division

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

ARTICLE 10: OVERTIME

Section 10.1 The overtime rate of pay for employees shall be at the rate of one and one-half (1-1/2) times the straight-time rate in each classification, except for the holiday overtime rate. In addition to the holiday pay, work performed on the day of a holiday shall be at one and one-half (1-1/2) times the straight-time rate of pay (midnight to midnight).

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

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

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

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

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

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

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

Section 10.7 Overtime Assignment: When overtime work is necessary, supervisors and managers will request volunteers from the qualified employees in the work unit. If more employees volunteer than are needed for overtime work, the overtime work will be assigned to the most senior among the volunteers. If there are no volunteers, overtime work will be assigned to the least senior among the group of qualified employees.

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

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

ARTICLE 11: MEDICAL, DENTAL & LIFE INSURANCE

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

ARTICLE 12: MISCELLANEOUS

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

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

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

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

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

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

Section 12.6 The County will pay for any required training.

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

Section 12.8 Deckhands Serving as Captains. The King County Marine Division (KCMD) shall maintain a list of eligible deckhands that are trained, qualified, and licensed to perform Captain duties and are available for special duty assignment purposes. For purposes of this section, eligible

deckhands shall include all career service deckhands and special duty assignment deckhands that are a) assigned to a special duty deckhand position for a duration greater than six months and b) have completed the first six months of the special duty deckhand assignment. In the event that an employee accepts a subsequent special duty deckhand assignment with a duration of 30 days or more and has previously been an "eligible deckhand" the parties may mutually agree to alternative requirements for said employee to be designated as an eligible deckhand. In the absence of mutually agreed alternative requirements, the requirements of a) and b) above shall apply.

A. Eligible Deckhands will be placed on the list based upon the date they successfully complete the County's required Captain training. This list shall be presented to the Unions on an annual basis, or upon request.

B. When KCMD determines the need for a Deckhand to act as a Captain, the Division Manager or designee will contact a qualified Deckhand on the list and offer him or her the opportunity to serve as the Captain, except in the case of an emergent situation.

C. All non-emergent offers will be made on the basis of the Deckhand's position on the list, with the Deckhand currently first on the list offered the next opportunity. Once a Deckhand is offered the special duty assignment, the Deckhand's name will move to the bottom of the list, whether or not the Deckhand accepts the assignment. Deckhands who are unable to be contacted by phone will move to the bottom of the list. All others on the list will move up accordingly.

D. In an emergent situation, a qualified Deckhand on the list and serving on the shift may be offered the Captain's position, and the Deckhand position backfilled as necessary. If both Deckhands serving on the shift are on the list, then the Deckhand higher on the list will be offered the opportunity to serve as the Captain.

E. KCMD may vary the order in which an opportunity for special assignment is offered and/or the length of the assignment offered in order to avoid overtime costs.

F. A Deckhand serving as a Captain on a seasonal or daily basis will continue to accrue seniority from his or her present bargaining unit and retain reversion rights to his or her previously held position, as long as he/she maintains membership in the IBU.

G. A Deckhand acting as a Captain for more than 240 hours will be required to

submit an application to join the MM&P.

H. A Deckhand who holds the proper qualifications and United States Coast Guard License to work as Captain for King County and who has worked more than 240 hours as a Captain for King County shall be known as a "Permit Employee."

I. Permit Employees will be allowed to continue work on an intermittent basis beyond 240 hours. Dues for these employees will be one-half (1/2) of the regular dues rate.

J. If a Permit Employee accepts a Career Service Captain's position, the provisions of the current collective bargaining agreement will apply.

ARTICLE 13: ON CALL EMPLOYEES

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

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

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

ARTICLE 14: GRIEVANCE PROCEDURE

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

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

Section 14.1 Definition:

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

Other matters may arise in the course of employment that do not meet the above definition of

a grievance. Employees are encouraged to discuss their concerns or potential problems informally with supervisors and/or managers. A Unions' representative may participate in such discussions if requested by the employee.

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

Section 14.2 Procedure:

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

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

Step 3. If, after thorough evaluation, the decision of the division manager has not resolved the grievance to the satisfaction of the parties the grievance may be presented in writing to the department director or his/her designee. All letters, memoranda, and other written materials shall be made available for the review and consideration of the department director or his/her designee. The director or designee may interview the employee and/or representative and receive any additional related evidence which may be deemed pertinent to the grievance. The director or designee shall

make a written decision available within ten (10) working days after submission to Step 3. If the grievance is not pursued to the next higher level within ten (10) working days after the department director or designee's response, it shall be presumed resolved.

Step 4. If, after thorough evaluation, the decision of the department director or designee has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Director of the King County Office of Labor Relations (OLR), King County Executive Office or his/her designee for review. The OLR Director may request information in addition to that in the grievance file, and shall determine the scope and method of review. The OLR Director or his/her designee shall render a decision within ten (10) working days of his/her receipt of the grievance file. If the OLR Director fails to so issue, the Unions may proceed to Step 5 of this grievance procedure.

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

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

b) Details or nature of the violation;

c) Position of party who is referring the grievance to arbitration;

d) Questions which the arbitrator is being asked to decide; and

e) Remedy sought.

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

The arbitrator shall have no power to change, alter, detract from or add to the provisions of

this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

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

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

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

Section 14.4 In the event the Employer requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, the employee shall be advised of his/her right to be accompanied by a representative of the Unions and if the employee desires Unions' representation in said matter, he/she shall notify the Employer at that time and shall be provided a reasonable time to arrange for Unions' representation.

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

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

Section 14.7 If both parties agree, the arbitration may be expedited. If one party desires expedited arbitration, the other party will not unreasonably withhold its consent. In conducting an

expedited arbitration, the parties shall select an arbitrator and schedule the arbitration for a date no later than thirty (30) days after the issue is submitted to arbitration. The parties will not submit post-hearing briefs, and the arbitrator will be asked to issue a bench decision, but in any event will be required to issue a decision within seven (7) days of the close of the hearing.

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

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

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 16: SAVINGS CLAUSE

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

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

ARTICLE 18: REDUCTION-IN-FORCE/LAYOFF REHIRES

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

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

regular full-time or regular part-time basis.

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

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

A. Voluntary layoff.

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

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

Section 18.6 Bumping: Employees who are identified for layoff by actual layoff notice must within fourteen (14) calendar days after such notice notify the County of their intention to bump into another position within the bargaining unit. The layoff notice will identify the position into which the employee is entitled to bump. After receiving the layoff notice, employees may displace (bump) another employee within the employee's layoff group as defined in Section 7 below, if they meet all of the following criteria:

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

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

Section 18.7 A regular employee may bump a term-limited temporary employee in a bargaining unit position within the layoff group, or may accept appointment into a vacant term-limited position in the bargaining unit, provided the regular employee meets the qualifications of the

position. The placement of a regular employee into a term-limited position shall not convert such position to a regular, career service position; however, at the conclusion of the term-limited appointment, such regular employee shall be entitled to all benefits of any other regular employee subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in the term-limited position.

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

ARTICLE 19: CREW REQUIREMENTS

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

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

ARTICLE 20: GALLEY SERVICE

If the County opens Galley service on any of their vessels, the County agrees to bargain with

the unions on meal discounts for qualified employees. Furthermore, should the County be authorized to provide Galley Service, the parties agree to negotiate where appropriate.

ARTICLE 21: SENIORITY AND ASSIGNMENTS

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

Section 21.2 Establishing Seniority:

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

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

Licensed Deck:	1. Master
Licensed Engine room:	1. Engineer
Unlicensed Engine room:	1. Oiler
Deck Work Unit:	1. Deckhand
Terminal Work Unit:	1. Marine Information Agent

Section 21.3 Watch Bidding:

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

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

ARTICLE 22: MAINTENANCE AND CURE

Section 22.1

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

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

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

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

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

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

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

ARTICLE 23: WORKING CONDITIONS (GENERAL)

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

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

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

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

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

ARTICLE 24: PENALTY PAY (GENERAL)

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

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

Section 24.3 When Oilers are required to work as deckhands for more than one (1) round trip on the Vashon Island route or two (2) consecutive round trips on the West Seattle route, the penalty time rate shall be paid for all time worked as a deckhand.

ARTICLE 25: TRAINING

Section 25.1 King County has the option to provide training at the work site of the employee or an alternate location. The procedures below are adopted for governing pay practices relative to County sponsored training.

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

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

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

ARTICLE 26: UNION NEGOTIATION COMMITTEE

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

ARTICLE 27: DURATION

This Agreement and each of its provisions shall be in full force and effect when ratified by the parties, unless a different effective date is specified, and covers the period of January 1, 2014 through December 31, 2017. Written notice to begin negotiations for a successor to this Agreement shall be served by either party upon the other at least sixty (60) days prior to the expiration date.

APPROVED this 27 day of JUNE, 2014.

By: Dow Constantine

King County Executive

The International Organization of Masters, Mates and Pilots approves the agreement and relevant appendixes.

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

6-16-14
Date

C. Michael Murray, Vice President
International Organization of Masters, Mates and Pilots

6-16-14
Date

Captain Tim Saffle, Regional Representative
International Organization of Masters, Mates and Pilots

6/16/14
Date

The Marine Engineers' Beneficial Association approves the agreement and relevant appendixes.

A. V.

Adam Vokac, Executive Vice President
Marine Engineers' Beneficial Association

6-18-14
Date

Jeff Duncan, Seattle Branch Agent
Marine Engineers' Beneficial Association

June 14, 2014
Date

The Inlandboatmen's Union of the Pacific approves the agreement and relevant appendixes.

Alan Coté, National President
Inlandboatmen's Union of the Pacific

6-16-2014
Date

Dennis Conklin, Regional Director, Puget Sound
Inlandboatmen's Union of the Pacific

6-17-2014
Date

Jay Ubelhart for Dennis Conklin

APPENDIX A - IBU WORK UNIT PERSONNEL

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 his/her seniority by classification in selecting a new assignment of his/her choice.

1.2 Filling of vacancies

A. All deck employees will be allowed to bid for all IBU deck positions in which they have the appropriate endorsement. However, no employee will be moved from his/her permanent position unless he/she bids for and is actually awarded another position. All positions will be awarded by seniority with the appropriate classification. A Marine Deckhand who bids for and obtains a Marine Deckhand position different than the one he/she most recently held is not subject to an additional or new probationary period, provided that said employee has successfully completed his/her initial probationary period, and any lawful extensions thereof, as described in section 18.2 of the Agreement.

B. Filling Temporary Vacancies

1. Temporary assignments will be filled by seniority.

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

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

practicable.

1.3 Extension Of Wages

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

SECTION 2 - WORKING CONDITIONS

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

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

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

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

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

SECTION 3 - WAGES

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

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

SECTION 4 – ALLOWANCE FOR SCHOOLING AND UPGRADING

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

4.2 The County, subject to the employee receiving prior approval, shall reimburse an

employee who qualified under the provisions of this Agreement for the employee's tuition at an approved school upon proper presentation of receipt, and payment for wages lost while attending school for a total of 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.

APPENDIX B - MM&P LICENSED DECK OFFICERS AGREEMENT

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

I. 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.

II. 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 his/her seniority in selecting a new assignment of his/her choice.

2.2 Filling of vacancies

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

B. Filling Temporary Vacancies

1. Temporary assignments, will be filled by seniority.

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

permanent 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 has been unavailable to work for the County.

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

APPENDIX C - ENGINE WORK UNIT PERSONNEL

LICENSED ENGINEER OFFICERS AND OILERS

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

SECTION 1 - REPRESENTATION

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

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

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

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

SECTION 2 - VACANCIES

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

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

SECTION 3 - SENIORITY AND ASSIGNMENTS

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

Establishing Seniority:

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

SECTION 4 - PENALTY PAY

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

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

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

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

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

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

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

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

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

SECTION 5 - ENGINEER OFFICER DUTIES

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

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

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

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

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

SECTION 6 - STAFFING

(a) At the maintenance facility, the Employer agrees to maintain the following minimum

staffing requirements:

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

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

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

SECTION 7 - EDUCATION

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

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

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

SECTION 8 - WELFARE

(a) For Temporary Relief Engineers, the Employer agrees to participate in and shall continue in full force and effect to and including one (1) year beyond the expiration date of this Agreement, the MEBA Medical and Benefits Plan and its respective trust indentures heretofore established,

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

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

APPENDIX D - WAGE RATES TABLE

INLANDBOATMEN'S UNION OF THE PACIFIC,
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
AND
MARINE ENGINEERS' BENEFICIAL ASSOCIATION

Transit Division - Marine Unions

January 1, 2014 - December 31, 2017

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 Marine Division "Squared" Pay Schedule