



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 18845

Proposed No. 2018-0508.1

Sponsors Balducci

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and the Ferry Coalition (Passenger only Vessels,  
4 Marine Division, Department of Transportation)  
5 representing employees in the department of transportation;  
6 and establishing the effective date of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between  
9 King County and the Ferry Coalition (Passenger only Vessels, Marine Division,  
10 Department of Transportation) representing employees in the department of  
11 transportation, which is Attachment A to this ordinance, is hereby approved and adopted  
12 by this reference made a part hereof.

13            SECTION 2. Terms and conditions of the agreement shall be effective from  
14 January 1, 2018, through and including December 31, 2020.  
15

Ordinance 18845 was introduced on 10/8/2018 and passed by the Metropolitan King  
County Council on 12/10/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci

No: 0

Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Melani Pedroza, Clerk of the Council



2018 DEC 21 PM 12:32  
RECEIVED  
CLERK  
KING COUNTY COUNCIL

APPROVED this 20 day of December, 2018

Dow Constantine, County Executive

**Attachments:** A. MLA - Appendix 64 Agreement between King County and Ferry Coalition

**Master Labor Agreement (MLA) - Appendix 64  
 Agreement Between King County  
 And  
 Ferry Coalition  
 Passenger only Vessels, Marine Division, Department of Transportation  
 [446]**

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1 **MASTER AGREEMENT**

2 **By and Between**

3 **King County**

4 **And**

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

7 **AND**

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

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

14 **ARTICLE 1: PURPOSE**

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

20 **ARTICLE 2: APPLICATION OF MASTER LABOR AGREEMENT**

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

22 **Section 2.1** The Preamble in its entirety.

23 **Section 2.2** All Superseding provisions, except as modified below.

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

25 **ARTICLE 3: SCOPE**

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

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

2       **Section 4.1** The County recognizes the Unions as the representative of all employees  
3 classified herein and the sole collective bargaining agency for the purpose of acting for the employees  
4 in negotiating and interpreting the Agreement and adjusting disputes.

5       **Section 4.2** It shall be a condition of employment that all employees covered by this  
6 agreement who are members of the Unions in good standing on the effective date of this agreement  
7 shall remain members in good standing and those who are not members on the effective date of this  
8 agreement shall, by the thirtieth day following the effective date of this agreement, become and  
9 remain members in good standing in the Unions, or pay fees to the Unions to the extent permitted by  
10 law. It shall also be a condition of employment that all employees covered by this agreement and  
11 hired or assigned into the bargaining unit on or after its effective date shall, by the thirtieth day  
12 following the beginning of such employment, become and remain members in good standing in the  
13 Unions, or pay fees to the Unions to the extent permitted by law.

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

21       **Section 4.3** Contracting out shall be pursuant to MLA Article 16.

22       **Section 4.4 Dues Deduction:** Upon receipt of written authorization individually signed by a  
23 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
24 of dues and initiation fee or the appropriate fair share payment for temporary employees, as certified  
25 by the Unions, and shall transmit the same to the Unions.

26       The Unions will indemnify, defend and hold the County harmless against any claims made  
27 and against any suit instituted against the County on account of any check-off of dues for the Unions.  
28 The Unions agree to refund to the County any amounts paid to it in error on account of the check-off

1 provision upon presentation of proper evidence thereof.

2       **Section 4.5** Union notification shall be pursuant to MLA Article 20. The County will notify  
3 the Union of any employee leaving a bargaining unit.

4       **Section 4.6** The County will transmit to the Unions a current listing of all employees in the  
5 bargaining unit within thirty (30) days of the Unions' request for such a list, not to exceed twice per  
6 calendar year. For all employees performing bargaining unit work, the list shall include the name of  
7 the employee, classification, department and salary.

8       **Section 4.7** Failure by an employee to satisfy the requirements of Section 4.2 shall constitute  
9 cause for dismissal; provided that King County has no duty to act until the Unions make a written  
10 request for discharge and verifies that the employee received written notification of the delinquency  
11 including the amount owing, the method of calculation, and notification that non-payment after a  
12 period of no less than seven (7) days will result in discharge by the County. A copy of each written  
13 notification shall be mailed to the County concurrent with its mailing to the employee.

#### 14 **ARTICLE 5: RIGHTS OF MANAGEMENT**

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

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

1 **ARTICLE 6: HOLIDAYS**

2 **Section 6.1** Holidays shall be pursuant to MLA Article 10.

3 A. Personal Holidays shall be pursuant to MLA Article 10, except as provided below.

4 Intermittent career service employees shall receive only one personal holiday, to be awarded on the  
5 first payday following the beginning of the summer-service schedule.

6 B. Holidays shall be paid on the day of observance as identified in the MLA Article  
7 10.

8 C. An employee whose normal schedule requires him or her to work on the day of  
9 observance of a holiday, or whose normal schedule does not fall on the day of observance of a  
10 holiday shall receive holiday pay or may take holiday leave on an hour-for-hour basis at another time  
11 that is agreed to by the supervisor and the employee. However, holiday leave must be used in the  
12 same calendar year it is earned.

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1 **ARTICLE 7: VACATIONS**

2 **Section 7.1** Vacation leave shall be pursuant to MLA Articles 9 (without modification) and  
3 MLA Article 35, as modified below.

4 **A.** Employees eligible for leave benefits shall accrue vacation leave benefits as  
5 follows:

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

23  
24 **B.** Employees eligible for vacation leave hired before January 1, 2018, may accrue up  
25 to 480 hours of vacation leave, hired after December 31, 2017, may accrue up to 320 hours of vacation  
26 leave, prorated to reflect their normally scheduled work day. Employees must use vacation leave in  
27 excess of the maximum accrual amount on or before the last day of the pay period that includes  
28 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will



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

#### 5 **ARTICLE 8: SICK LEAVE**

6 **Section 8.1** Sick leave shall accrue and be administered pursuant to MLA Articles 7, 11, 25,  
7 and 34.

8 **Section 8.2** The parties agree to meet to discuss timelines and conditions of an employee's  
9 return to work for an employee covered by this agreement who has become incapacitated due to  
10 injury, medical condition or who is prevented from working while waiting to obtain a United States  
11 Coast Guard (USCG) medical return to work (fit for duty) approval.

#### 12 **ARTICLE 9: PAID LEAVES**

13 **Section 9.1 Bereavement Leave** shall be pursuant to MLA Article 8.

14 **Section 9.2 Organ Donor Leave** shall be pursuant to KCC 3.12.215.

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

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

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

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

3           **C.** Should King County Code be revised, the Unions shall be advised of such revision  
4 and if after bargaining regarding the revision, the Unions wish to adopt such revision, it shall become  
5 part of this Labor Agreement.

6           **Section 9.3 Donation of Leaves** shall be pursuant to MLA Article 6.

7           **Section 9.4 Leave for Volunteer Service** shall be pursuant to MLA Article 4.

8           **Section 9.5 Jury Duty** shall be pursuant to MLA Article 5.

9           **Section 9.6 Military Leave** shall be pursuant to MLA Article 2.

10          **Section 9.7 Unpaid Leaves of Absence** shall be pursuant to MLA Article 3.

11          **Section 9.8 Paid Parental Leave** shall be pursuant to MLA Article 7.

12          **ARTICLE 10. WAGE RATES**

13          **Section 10.1 Pay Ranges:** The parties agree that the classification titles shall be  
14 compensated at the pay ranges and steps as shown in Addendum D.

15          **Section 10.2 General Wage increase:**

16                **A.** Effective January 1, 2018, the salary in effect on December 31, 2017, for each  
17 employee in the bargaining unit shall be increased by 2.75%.

18          **Section 10.3 Work Out of Class/Acting Assignment:** In the event an employee is assigned,  
19 in writing, to perform duties of a higher classification, he/she shall be paid for all time so assigned in  
20 excess of one (1) day at the first pay step of the higher classification or at the step which is the  
21 equivalent of two steps (approximately five per cent) more than the employee's previous salary step,  
22 whichever is greater, but not to exceed the top step of the new range.

23          **Section 10.4 Reclassification and Resulting pay:** Shall be pursuant to MLA Article 14.

24          **ARTICLE 11: OVERTIME**

25          **Section 11.1** The overtime rate of pay for employees shall be at the rate of one and one-half  
26 (1-1/2) times the straight-time rate in each classification, exclusive of holiday pay. In addition to the  
27 holiday pay, work performed on the observed day of a holiday shall be at one and one-half (1-1/2)  
28 times the straight-time rate of pay (midnight to midnight).

1           **Section 11.2** All work performed in excess of an overtime eligible employee's daily  
2 scheduled work shift or over 40 hours worked in a work week shall be paid at the overtime rate.  
3 Work that an employee voluntarily accepts shall be considered a scheduled work shift and will be  
4 paid at the straight time rate, except for any portion that is in excess of 40 hours worked in a work  
5 week. Any mandatory work on a scheduled day off shall be paid at the overtime rate.

6           **Section 11.2.1** Employees called to work prior to commencing their scheduled shift shall  
7 receive the overtime rate of pay in increments of one (1) hour from when the employee reports for  
8 work until the beginning of his or her scheduled shift. This provision applies to the beginning of a  
9 shift as well as the beginning of the second half of a split shift.

10           **Section 11.2.2 Compensatory time:** If the employee requests and the supervisor approves,  
11 employees may be granted compensatory time at the rate of one and one-half times overtime hours  
12 worked, in lieu of overtime pay. Employees may carry a maximum balance of 80 hours  
13 compensatory time. Compensatory time may be taken as paid time off, to be requested and approved  
14 as for vacation leave.

15           **Section 11.2.3 Emergency Call Out:** A minimum of three (3) hours at the overtime rate  
16 shall be allowed for each call out. Where such overtime exceeds three (3) hours, the actual hours  
17 worked shall be paid at the overtime rate. Shift extensions do not constitute "call outs."

18           **Section 11.3** All overtime shall be authorized in advance by the Supervisor or the employee's  
19 supervisor, except in emergencies. With respect to emergency situations, the employee shall make  
20 every reasonable effort to contact a supervisor prior to engaging in the work. Saturday and Sunday  
21 work is not overtime when it is a regularly scheduled work day for the individual.

22           **Section 11.4** If any provision of this article conflicts with minimum standards established by  
23 Federal or State law, then that provision shall be automatically amended to provide the minimum  
24 standards.

25           **Section 11.5 Standby Pay:** An overtime eligible employee assigned in writing standby  
26 status shall receive 10% of the employee's base hourly rate of pay for each hour on standby.

27           **Section 11.6 Dispatch of Open Work:** Straight-time open work shall be offered by  
28 classification as described below, an employee is free to accept or decline offered open work, unless

1 it is to a float pool position as negotiated by the parties, or the work is mandatorily assigned pursuant  
 2 to the overtime assignment provision below. Open work will be offered to eligible employees in the  
 3 following order:

- 4           a. To float pool positions as negotiated by the parties in MOA 446U0218, or its  
 5 successor MOA.
- 6           b. By seniority order, to employee in the appropriate work unit that are scheduled that  
 7 work week for less 40 hours and will not result in overtime pay, unless authorized by management.
- 8           c. By seniority order to Marine Information Agents who are qualified deckhands.
- 9           d. To the on-call pool.

10           **Section 11.7 Overtime Assignment:** In the event that open work cannot be dispatched to  
 11 volunteers pursuant to the dispatch of open work provision above, it shall be offered as overtime  
 12 work to volunteers from the qualified employees in the work unit. If more employees volunteer than  
 13 are needed for overtime work, the overtime work will be assigned to the most senior among the  
 14 volunteers. If there are no volunteers, overtime work will be assigned to the least senior among the  
 15 group of qualified employees.

16 **ARTICLE 12: INSURED BENEFITS, HRA AND VEBA**

17           Shall be pursuant to the MLA Article 25.

18 **ARTICLE 13: MISCELLANEOUS**

19           **Section 13.1** Union Leave shall be pursuant to MLA Article 22.

20           **Section 13.2** Any employee who has established seniority and who is transferred to a  
 21 position in management shall retain seniority status for the duration of employment with  
 22 management, and may thereafter exercise their seniority by classification in selecting a new  
 23 assignment of their choice. Any new displaced employee will also have the right to exercise their  
 24 seniority by classification in selecting a new assignment of their choice.

25           **Section 13.3** Reimbursement for personal transportation shall be pursuant to MLA  
 26 Article 24.

27           **Section 13.4** Use of County Bulletin Boards and Electronic Devices shall be pursuant to  
 28 MLA Article 23.

1           **Section 13.5** Authorized representatives of the Unions may have reasonable access to its  
2 members in County facilities for transmittal of information or representation purposes before work,  
3 after work, during lunch breaks, or other regular breaks, or at any reasonable time as long as the work  
4 of the County employees and services to the public are unimpaired.

5           **Section 13.6** The County agrees to comply with all applicable Federal, State and local laws  
6 and regulations regarding health and safety. In the event an employee discovers or identifies an  
7 unsafe condition, the employee will immediately notify the supervisor. Employees will not be  
8 disciplined for reporting unsafe conditions. If the Employer determines that there is an unsafe  
9 condition, it will be remedied immediately. No employee shall be required to use equipment which is  
10 not in a safe condition, or to work in an unsafe environment.

11           **Section 13.7** Transportation Worker Identification Credential (TWIC) Card renewals shall be  
12 paid pursuant to MLA Article 36.

13           **Section 13.8 Deckhands Serving as Captains:** The King County Marine Division (KCMD)  
14 shall maintain a Captain's Eligibility List of County employees in the Deckhand classification that  
15 are trained, qualified, licensed, and approved by KCMD to perform Captain duties and are available  
16 for special duty assignment purposes. For purposes of this section, eligible Deckhands shall include  
17 all career service Deckhands and special duty assignment Deckhands that are: a) assigned to a  
18 special duty Deckhand position for a duration greater than six months; and b) have completed the  
19 first six months of the special duty Deckhand assignment. In the event that an employee accepts a  
20 subsequent special duty Deckhand assignment with a duration of 30 days or more and has previously  
21 been an "eligible Deckhand" the parties may mutually agree to alternative requirements for said  
22 employee to be designated as an eligible Deckhand. In the absence of mutually agreed alternative  
23 requirements, the requirements of a) and b) above shall apply.

24           **A. Captain's Eligibility List:** KCMD may place eligible deckhands on the Captain's  
25 Eligibility List when they successfully complete the County's required Captain training for all vessels  
26 ("Captain Checkoff") and are needed to meet business needs. KCMD may add or remove Deckhands  
27 on the Captain's Eligibility List as follows:

28           **i. Operational reasons:** KCMD may reduce the number of Deckhands on the

1 Captain's Eligibility List by selecting Deckhands to be removed from the list in inverse seniority  
2 order of the date they received their final Captain Checkoff. Similarly, KCMD may add Deckhands  
3 to the Captain's Eligibility List based on operational needs in seniority order of the date a Deckhand  
4 receives his or her final Captain Checkoff.

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

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

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

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

23 **C. Eligible Deckhand Stipend:**

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

- 26 1) Career Service status;
- 27 2) Benefit Eligible;
- 28 3) Captain's Checkoff complete; and,

1                   4) Active status on the Captain's Eligibility List on first of the month.

2                   The stipend pay will be paid prospectively after the Agreement is signed by the parties,  
3 approved by Council and implemented in PeopleSoft.

4                   **D. Seniority and Dues:**

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

8                   ii. A Deckhand acting as a Captain for more than 240 hours will be required to  
9 submit an application to join the MM&P.

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

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

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

17 **ARTICLE 14: ON CALL EMPLOYEES**

18                  **Section 14.1** The vacation accrual rate for an on call employee hired into a regular career  
19 service position shall be based on the length of service as an on call employee.

20                  **Section 14.2** If there has been at least one request for on call work and the on call employee  
21 has not worked for the County in the previous 12 months, the parties will discuss the removal of the  
22 employee from the on call list. After receipt of notice, the Union may request to discuss the reasons  
23 an on call employee was removed from the on call list.

24                  **Section 14.3** The parties may request to reopen negotiations for the purpose of discussing the  
25 creation of a float pool staffed by regular employees.

26 **ARTICLE 15: GRIEVANCE PROCEDURE**

27                  The Grievance Procedure shall be pursuant to MLA Articles 26 and 27.

28

**ARTICLE 16: 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 MLA Article 26 grievance arbitration procedure. Grievances involving allegations of discrimination that are not resolved through the grievance procedure in MLA Article 26 may be referred by the grievant to the appropriate government agency.

**ARTICLE 17: SAVINGS CLAUSE**

The Savings Clause shall be pursuant to MLA Article 30.

**ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

**Section 18.1** 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 18.2** 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 18.3** 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.



1 **ARTICLE 19: REDUCTION-IN-FORCE/LAYOFF REHIRS**

2       **Section 19.1** Seniority is defined as total length of service with King County. For purposes  
3 of layoff, bumping, and recall, the identification of affected employees shall be made on the basis of  
4 seniority.

5       **Section 19.2** A new employee shall be entitled to seniority when such employee has  
6 completed a probationary period of six (6) months with the County. Probation may be extended to  
7 twelve (12) months provided that the reason for extension is forwarded to the employee and the  
8 Unions. Upon completion of the probationary period, the employee's seniority date shall be the  
9 initial date of hire. Temporary employees and term-limited temporary employees as defined in the  
10 King County Code (KCC 3.12.010) do not obtain seniority until such time as they are hired on a  
11 regular full-time or regular part-time basis.

12       **Section 19.3** Seniority rights shall be forfeited if the employee is discharged for just cause or  
13 if the employee resigns employment with the County, or if the employee is on a leave of absence in  
14 excess of two (2) years in accordance with Article 7, Section 8.

15       **Section 19.4** The County agrees to notify the Unions in writing at least six (6) weeks in  
16 advance of any position anticipated to be eliminated. Seniority shall apply at layoffs pursuant to  
17 Section 19.1 of this Article. Such notice of layoff shall include the name, classification and hire-in  
18 date of all such employees whose positions are scheduled to be eliminated. Prior to laying off any  
19 employees, management shall consider the following options for the impacted employee(s):

20           A. Voluntary layoff.

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

23       **Section 19.5** The County will endeavor to place in other positions throughout the County  
24 those employees who are laid off.

25       **Section 19.6 Bumping:** Employees who are identified for layoff by actual layoff notice  
26 must within fourteen (14) calendar days after such notice notify the County of their intention to bump  
27 into another position within the bargaining unit. The layoff notice will identify the position into  
28 which the employee is entitled to bump. After receiving the layoff notice, employees may displace

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

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

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

8           **Section 19.7** A regular employee may bump a term-limited temporary employee in a  
9 bargaining unit position within the layoff group, or may accept appointment into a vacant term-  
10 limited position in the bargaining unit, provided the regular employee meets the qualifications of the  
11 position. The placement of a regular employee into a term-limited position shall not convert such  
12 position to a regular, career service position; however, at the conclusion of the term-limited  
13 appointment, such regular employee shall be entitled to all benefits of any other regular employee  
14 subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in  
15 the term-limited position.

16           **Section 19.8 Recall:** All bargaining unit employees who are laid off, whose hours of work  
17 are reduced involuntarily, or who accept a position with a lower salary range, or a term-limited  
18 temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job  
19 classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A  
20 laid off employee may be involuntarily removed from the recall list after the expiration of two (2)  
21 years from the date of layoff, or if the employee does not accept re-employment within the bargaining  
22 unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-  
23 employment in a position with a lower salary range or with fewer working hours than the employee  
24 held at the time of layoff shall not be cause for removal from the recall list. Employees who are  
25 eligible for recall may accept a temporary or term-limited position without jeopardy to their recall  
26 rights.

27 **ARTICLE 20: CREW REQUIREMENTS**

28           **Section 20.1** The Employer and the Union agree they shall staff the vessels of the Employer,

1 while in service, with the standard complement of crew personnel in accordance with the Certificate  
 2 of Inspection (C.O.I.), with a minimum of one (1) licensed deck officer, two (2) deckhands, one of  
 3 which shall be classified as a senior deckhand.

4 **Section 20.2** Except in cases of emergency and for movements within the vicinity of the tie-  
 5 up slips, or shipyards, when any vessel is not manned in accordance with the minimum manning  
 6 schedules of unlicensed personnel in the Deck Work Unit, the wages of the position(s) shall be  
 7 divided equally among the employees performing the work of the unfilled position(s). If a crew  
 8 shortage occurs on a holiday, the holiday rate of pay shall apply.

9 **ARTICLE 21: GALLEY SERVICE**

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

13 **ARTICLE 22: SENIORITY AND ASSIGNMENTS**

14 **Section 22.1** The Employer recognizes the principle of total county service seniority in the  
 15 administration of promotions, transfers, layoffs and recalls. Lateral transfers of bargaining unit  
 16 personnel to all open positions throughout the fleet shall be conducted by seniority. In the application  
 17 of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in  
 18 accordance with the job requirements, seniority by classification shall prevail.

19 **Section 22.2 Establishing Seniority:**

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

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

24 Licensed Deck:	1. Master
25 Licensed Engine room:	1. Engineer
26 Unlicensed Engine room:	1. Oiler
27 Deck Work Unit:	1. Deckhand
28 Terminal Work Unit:	1. Marine Information Agent

1           **Section 22.3 Watch Bidding:**

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

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

9           **ARTICLE 23: MAINTENANCE AND CURE**

10           **Section 23.1**

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

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

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

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

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

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

26           **Section 23.2** Wages and maintenance and cure shall not be withheld merely because an  
27 employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps  
28 toward that end, regardless of the Employer's arrangements with any insurance company.

1 **ARTICLE 24: WORKING CONDITIONS (GENERAL)**

2 **Section 24.1** All confined spaces shall be properly ventilated prior to and during painting.

3 **Section 24.2** There shall be no painting, chipping, scraping, soogying, or any maintenance or  
4 sanitary work performed from ladders, scaffolds, staging or boxes while vessels are under way. No  
5 maintenance shall be performed over the side of vessels while propellers are turning.

6 **Section 24.3** Employees shall not be required to soogy any areas of the vessel when the  
7 temperature is below forty (40) degrees in the area to be soogied. This provision will not apply when  
8 the vessel is in lay-up status.

9 **Section 24.4** Before the Employer changes any vessel running schedules, the Employer will  
10 meet with the Unions, if requested to do so, to advise and discuss the changes with the Unions.

11 **Section 24.5** Employees will not be required to open, enter, or work in sewage holding tanks.

12 **ARTICLE 25: PENALTY PAY (GENERAL)**

13 **Section 25.1** Cleaning up any leakage or spillage of sewage from tanks, piping or pumps, or  
14 if employee comes in physical contact with sewage while exercising due care in the performance of  
15 their duties. One-half (1/2) hour minimum.

16 **Section 25.2** When required to clean-up excrement, and/or vomit as well as blood: One-half  
17 (1/2) hour minimum.

18 **Section 25.3** When Oilers are required to work as deckhands for more than one (1) round trip  
19 on the Vashon Island route or two (2) consecutive round trips on the West Seattle route, the penalty  
20 time rate shall be paid for all time worked as a deckhand.

21 **ARTICLE 26: TRAINING**

22 Training shall be pursuant to MLA Article 36 as modified below.

23 **Section 26.1** King County has the option to provide training at the work site of the employee  
24 or an alternate location. The procedures below are adopted for governing pay practices relative to  
25 County sponsored training.

26 **A.** King County shall attempt to provide a minimum of ten (10) days written or verbal  
27 notice to employees when employees are requested to attend county sponsored training classes.

28 When training notification is less than ten (10) days, the County shall give consideration to

1 employees' special scheduling considerations (e.g., prior made medical appointments, child care  
2 responsibilities, transportation) and shall make attempts to reschedule the employee to remaining  
3 classes in the current training season.

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

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

10 **ARTICLE 27: UNION NEGOTIATION COMMITTEE**

11           **Section 27.1** The Employer recognizes the establishment of the Union's Negotiating  
12 Committee. When requested by the Union, the Employer will provide relief to allow a maximum of  
13 two members per bargaining unit of the Negotiating Committee to perform the duties of the  
14 Committee. The Employer will be required to pay any wages to any member of the Committee  
15 during those times that the members are performing their duties of the Negotiating Committee at the  
16 bargaining table.

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**ARTICLE 28: DURATION**


Duration shall be pursuant to the MLA Article 31.

APPROVED this 1 day of OCTOBER, 2018.


By:   
King County Executive

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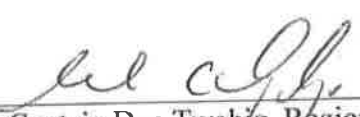
The International Organization of Masters, Mates and Pilots approves the agreement and relevant appendixes.

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

8/21/18  
Date

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

7/30/18  
Date

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

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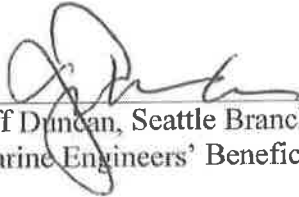
The Marine Engineers' Beneficial Association approves the agreement and relevant appendixes.



Adam Vokac, Executive Vice President  
Marine Engineers' Beneficial Association

8/14/18

Date



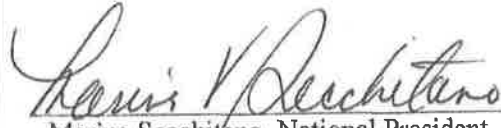
Jeff Duncan, Seattle Branch Agent  
Marine Engineers' Beneficial Association

8/10/18

Date

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



Marina Secchitano, National President  
Inlandboatmen's Union of the Pacific



Date



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



Date

**ADDENDUM 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 19.2 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

1 practicable.

2 **1.3 Extension Of Wages**

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

5 **SECTION 2 - WORKING CONDITIONS**

6 **2.1** There will be no chipping, scaling, painting or preparation for painting performed by  
7 Deck Work Unit employees on holidays provided for in the Agreement.

8 **2.2** Chipping, painting and preparation for painting by vessels' crews shall not be performed  
9 outside when the temperature is below 40 degrees, except when in layup status.

10 **2.3** All confined spaces shall be properly ventilated prior to and during painting.

11 **2.4** Employees will not be required to open, enter, or work in sewage holding tanks.

12 **2.5** Hazardous materials will be transferred in approved, secure, and clearly labeled  
13 containers. For the purposes of this section, hazardous materials shall mean those materials so  
14 designated by the Material Safety Data Sheet (MSDS).

15 **SECTION 3 - WAGES**

16 **3.1** The Parties agree to a base rate associated with Marine Deckhands. Marine Deckhands  
17 working a shift as Marine Deckhand - Purser will be paid one pay range above the regular rate of a  
18 Marine Deckhand. Deckhands working a shift as a Marine Deckhand – Senior will be paid two pay  
19 ranges above the regular rate of a Marine Deckhand. Leave pay and training pay will be based on  
20 shifts scheduled.

21 **3.2** All employees hired as Marine Information Agents shall start at pay range five (5), with  
22 progression to steps six (6), seven (7), eight (8), nine (9), and ten (10) of the applicable pay range to  
23 be treated as if the employee was progressing between steps one (1) – five (5).

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

25 **4.1** King County will participate in a process which will enable qualified career service  
26 Deckhands and Marine Information Agents who have one (1) year seniority with the County to  
27 secure a 100/200 Gross Ton Master's License.

28 **4.2** The County, subject to the employee receiving prior approval, shall reimburse an

1 employee who qualified under the provisions of this Agreement for the employee's tuition at an  
2 approved school upon proper presentation of receipt, and payment for wages lost while attending  
3 school for a total of 10 days.

4       **4.3** An employee to be qualified under this Agreement must have not less than one (1) year of  
5 continuous service in the employ of King County and must be in the employ of King County at the  
6 time of applying for the License.

7 **SECTION 5 - PURSER DECKHAND REQUIRED FOR REVENUE SERVICE**

8       **5.1** While any vessel is in revenue service, one (1) deckhand shall be designated as the purser  
9 deckhand.

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**ADDENDUM 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

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

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

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**ADDENDUM 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 15. 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



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

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

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

10 Establishing Seniority:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

**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

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

10 (b) Effective July 1, 2010, and every July 1 thereafter, during the term of this agreement, the  
11 rate of contribution to the MEBA Medical and Benefits Plan shall be increased by the percentage  
12 increase in the medical care component of the Consumer Price Index (United States Average for  
13 Urban Wage Earners and Clerical Workers (CPI-W or its agreed upon successor)) during the most  
14 recent previous twelve (12) month period for which such index has been calculated by the Bureau of  
15 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, 2018 - December 31, 2020**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range*</b>	<b>Steps*</b>
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).				

<b>Steps:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Range 40					25.3341	25.9422	26.5648	27.2022	27.8552	28.5236
Range 52	29.9113	31.3620	32.1147	32.8855	33.6747	34.4829	35.3105	36.1578	37.0257	37.9143
Range 53	30.6293	32.1148	32.8856	33.6748	34.4830	35.3106	36.1580	37.0258	37.9144	38.8244
Range 54	31.3644	32.8855	33.6747	34.4829	35.3105	36.1578	37.0257	37.9143	38.8242	39.7561
Range 67	42.6907	44.7614	45.8355	46.9355	48.0619	49.2155	50.3967	51.6061	52.8448	54.1129

**EXHIBIT A  
KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS  
MASTER LABOR AGREEMENT**

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**KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS  
MASTER LABOR AGREEMENT**

**PREAMBLE:**

**DEFINITIONS**

1. **In good standing:** Not discharged for cause or resigned in lieu of discharge for cause.
2. **Director:** Division or Department, or head of agency.
3. **Designee:** Representative selected by Director.
4. **Leave eligible employee/position:** Full-time regular, part-time regular, provisional, probationary and term-limited temporary employees. Does not include short-term temporary employees or administrative interns.

**PURPOSE STATEMENT**

The Master Labor Agreement (MLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement. The MLA was achieved through a collaborative bargaining process between King County (The County) and the Labor Unions (The Coalition) that represent County employees and are signature to this agreement.

**COALITION INDIVIDUAL BARGAINING AGREEMENTS**

1. Master Labor Agreement (MLA) bargaining occurred for the purpose of "bargaining standard practices, procedures, and CBA provisions". The MLA "will bring greater efficiency to King County and support its Best Run Government principles. The MLA will meet the parties' joint interests in financial and operational stability and sustainability, and help create a desirable, competitive and consistent employment package for the County's highly capable workforce."
2. Current Union's Collective Bargaining Agreements (hereinafter Appendix) shall remain in effect unless modified by mutual agreement by the Master Labor Agreement (MLA).
3. Any lesser conditions contained in any Union's collective bargaining agreement shall be superseded by the conditions contained in this Master Labor Agreement (MLA). However, except where specifically stated otherwise in the Master Labor Agreement, nothing in the MLA shall deprive any employee of any superior benefit contained in his/her Union's collective bargaining agreement.
4. **Separate Branch Agencies & KCSO.** The parties agree that provisions in this MLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court, Sheriff's Office and Legislative Branch. Those agencies, referred to herein as "Separate Agencies" have the authority to negotiate such issues separate and apart from the Total Compensation Coalition bargaining that developed this MLA.

**ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING**

1.1. In order for the County, the Coalition and the employees to further benefit from the concept of King County's Best Run Government initiatives and to find efficiencies related to those initiatives the following MLA Articles shall supersede language on the same Articles in the Coalition's individual bargaining agreements (i.e., Appendix).

**ARTICLE 2: MILITARY LEAVE**

2.1. Employees shall receive military leave in accordance with King County policy, state and federal law, as amended.

**ARTICLE 3: UNPAID LEAVES OF ABSENCE**

3.1. **Short-Term Leaves of Absence.** A leave of absence without pay, not covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days may be granted to a leave eligible employee by the employee's director.

3.2. **Long-Term Leaves of Absence.** The Division Director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than 30 days must be approved by the Director of Human Resources or the Director's designee. Long-term leaves may be unconditional, or conditional with any conditions set forth in writing at the time that the leave is approved with the understanding that barring required budget cuts or layoffs, the employer shall reinstate the employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return with no loss of seniority. *The layoff, seniority, and bumping rights in each individual Appendix shall be applied to leaves of absence.*

3.3. **Early Return.** An employee who is on a leave of absence without pay, not covered by any other provision of this Agreement, may return from the leave before its expiration date if the employee provides the director with a written notice to that effect at least 15 days before the date of return.

**ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE**

4.1. Employees may use up to three days of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per collective bargaining and department leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

### ARTICLE 5: JURY DUTY

5.1. A leave eligible employee notified to serve on jury duty must inform his or her supervisor as soon as possible, but not later than two weeks in advance, regarding the date the employee is required to report for jury duty. The supervisor may reassign the employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the hours and days, respectively, the employee is required to report or be available for jury duty. *An employee will receive his/her compensation, while on jury duty, in accordance with the appropriate Appendix.*

5.2. When released from jury duty for the day, and/or when the total required assignment to jury duty has expired, the employee will notify his or her supervisor. The employee will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before the employee must report back to work and his or her regular shift and schedule. Paid leave eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services.

5.3. Employees who are ineligible for paid leave shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received. *Employees will receive his/her compensation, while on jury duty, in accordance with the appropriate Appendix.*

### ARTICLE 6: DONATED LEAVES

6.1. *Nothing in this Article is intended to supersede donated leave language provided for in the individual Appendix that is not expressly covered in this Article including any bargaining unit within the courts that have the ability to donate more sick leave than provided in Article 6.4.*

6.2. **No Solicitation.** All donations of vacation and sick leave made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of vacation or sick leave hours.

6.3. **Vacation leave hours.** An employee eligible for leave benefits may donate a portion of his or her accrued vacation hours to another employee eligible for leave benefits. The donation will occur following written approval from both the donating and receiving employee's directors. The number of hours donated cannot exceed the donor's accrued vacation balance 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 annual vacation accrual.

6.4. **Sick leave hours.** An employee may donate a portion of his or her accrued sick leave to another leave eligible employee provided the donating employee's sick leave balance will be 100 hours or more following the donation. The donation will occur following written

approval from both the donating and receiving employee's directors. An employee may not donate more than 25 hours of accrued sick leave in a calendar year.

**6.5. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received.

**6.6. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.** The executive may implement a process providing the opportunity for leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

**6.7. Donation to an Account or Program to Benefit Children of Deceased Employee.** If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three (23) years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

**6.8. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain with the recipient and do not revert to the donor.

#### ARTICLE 7: PAID PARENTAL LEAVE

**7.1. Paid Parental Leave** supplements an employee's accrued paid leaves to provide up to a total of twelve weeks of paid leave for a parent to bond with a new child.

**7.2. Benefit Amount.** An employee's supplemental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for up to a total of twelve weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than twelve weeks of leave. Supplemental Paid Parental Leave is not subject to cash out. An employee who does not return to work for at least 6 months of continuous service following the leave, will be required to reimburse King County for the supplemental leave funds received.

**7.3. Eligibility.** The benefit is available to all leave eligible employees who have been employed with the County for at least six months of continuous service at the time of the qualifying event. If both parents work for King County, then each employee is entitled to up to 12 weeks of Paid Parental Leave.

**7.4. Benefit Period.** Paid Parental Leave must be used within twelve months of the qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time

basis, as long as it is consistent with the department's operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

**7.5. Concurrency.** Paid Parental Leave will run concurrently with the County's family and medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

**7.6. Job Protection.** Paid Parental Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

**7.7. Health and Leave Benefits.** The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental Leave. For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent of sick leave.

**7.8. Relationship to Washington State Paid Family and Medical Leave.** Provisions of the County's current Paid Parental Leave program may change effective January 1, 2020, or thereafter, due to the County's implementation of the new Washington State Paid Family and Medical Leave program.

#### ARTICLE 8: BEREAVEMENT LEAVE

**8.1.** Employees eligible for leave benefits shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family.

**8.2.** Immediate family shall be defined as the employee's spouse or domestic partner, and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody.

**8.3.** Employees who are not eligible for paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

**8.4.** When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

**8.5.** Any additional paid leave may be approved by mutual agreement between the County and the employee.

**8.6.** *Nothing in this Article supersedes benefits outlined in Professional and Technical Employees, Local 17 (Transit Chiefs, CBA Code 042 and Transit Supervisors and Superintendents, CBA Code 044) contract.*

**ARTICLE 9: VACATION LEAVE CAP**

**9.1.** All Employees hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours. This shall not apply to any current employees including TLT's, hired on or before 12/31/17.

**9.2.** Employees eligible for vacation leave who work a forty hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date). Employees not working a forty hour schedule hired before 1/1/18, including TLT's, will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond 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 the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County. The Human Resources Director may authorize procedures for authorizing carryover above the maximum.

**ARTICLE 10: HOLIDAYS, ELIGIBILITY<sup>1</sup>**

**10.1. Holidays.** All leave eligible employees shall be granted the following designated holidays with pay:

<b>HOLIDAYS</b>	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

**10.2. Day of Observance and Pay on Holidays.** *Unless otherwise provided in an*

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<sup>1</sup> This Article does not apply to employees with benefit time (BT)



*Appendix*, for holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

***Employees required to work holidays shall be paid for such work in accordance with the appropriate Appendix.***

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, 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. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday. ***This section does not supersede the holiday bank or holiday pay language in an Appendix.***

**10.3. Two Personal Holidays.** Effective January 1, 2018, leave eligible employees shall receive two (2) personal holidays every year to be added to their vacation bank in the second full pay period of the year or upon hire. ***These two personal holidays shall continue to be administered per contract language in each individual Appendix.*** In no event shall there be more than two (2) personal holidays awarded per year.

## ARTICLE 11: FMLA/KCFML

### **11.1. Federal Family and Medical Leave Act:**

**A.** As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the service member with a serious injury or illness.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

**C.** In order to be eligible for FMLA, an employee must have been employed by King County for at least twelve months and have worked at least 1,250 hours in the twelve

month period prior to the commencement of leave.

**11.2. King County Family and Medical Leave:**

**A.** As provided by King County Code, an eligible employee may take up to eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves available under federal or state law.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. King County Family and Medical Leave shall run concurrently with other federal, state and county leaves to the extent allowed, including but not limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the Washington State Family Care Act.

**C.** In order to be eligible for leave under this Article, an employee must have been employed by King County for at least twelve months and have worked at least 1,040 hours in the preceding twelve month period for a forty-hour week employee or 910 hours in the preceding twelve month period for a thirty-five hour week employee.

**D.** An employee who returns from King County Family and Medical Leave within the time provided under this Article is entitled to the same position she/he occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment. ***KCFML Article 11.2 applies only to bargaining units whose labor agreements include the KC FML benefit.***

**11.3.** Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from county service.

***Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) contract.***

**ARTICLE 12: PROFESSIONAL DEVELOPMENT**

**12.1.** King County shall create a Professional Development Fund to finance a one (1) year PILOT Career Development Scholarship Program that will be available to King County Career Service and/or Regular employees in the Coalition of Unions beginning January 1, 2019. The County will fund the Program with \$150,000 in 2019. The County shall fund the administrative cost of the pilot. The Scholarship funds will be administered by the King County Human Resources Division (HRD) of the Department of Executive Services, and will be awarded to individual employee applicants for training, education and professional development

opportunities based on HRD developed criteria and using HRD developed processes.

### **ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM**

**13.1.** This Article applies only to bargaining units whose unions include supported employees.

**13.2.** Supported employees performing bargaining unit work will be covered by the terms of the applicable collective bargaining agreement (CBA) provisions for that unit. Supported employee classifications and assigned wage ranges have been established in the County's classification system.\* Any CBA terms identified by either party to be in conflict with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any CBA "bumping" rights under a Reduction In Force Article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the Program Manager and the King County Human Resources Division Director or designee must review and approve any bumping decisions and notify the appropriate union of the decision.

**13.3.** Though the job duties of a supported employee may cross job classifications, bargaining units and/or union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or CBA grievances with regard to bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

**13.4.** Supported employees will be represented and pay dues, as appropriate, to the union representing the majority of the work assigned. If there is no clear majority, the union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the Supported Employment Program Manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified

and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC mediator selected by the parties. This process will be completed in an expedited manner. An employee's job coach may be included in discussions about represented bargaining unit work that has been assigned.

**13.5.** The parties acknowledge the possibility that a supported employee may be assigned to perform work that is currently non-represented. If, however, the employee is assigned both non-represented and represented work, the employee will be treated as represented, as long as the duties that are represented are not a de minimis portion of the duties as a whole. This is without prejudice to the fact that the non-represented duties remain non-represented.

\* Supported Employment Classifications include Supported Employment Program (SEP) Associate I (#4220100) - KC Squared Table Wage Range 25; SEP Associate II (#4220200) - KC Squared Table Wage Range 30; SEP Associate III (#4220300) - KC Squared Table Wage Range 33; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

## ARTICLE 14: RECLASSIFICATION AND RESULTING PAY

### **14.1. Job Reclassification**

#### **1. Reason**

**A.** An employee or a group of employees may request a position to be reclassified for the following reasons:

- (1) An employee's position is not assigned to the appropriate job classification, or
- (2) A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year, or
- (3) Reorganization or council action causes the duties of a position to change.

**B.** An employee is not eligible to submit a reclassification request if it has been less than twelve (12) months since the date of a previous classification determination for the position, or

- (1) the employee is on probation; or
- (2) the employee is on a Performance Improvement Plan; or
- (3) the employee is asking for a reclassification for a special duty position.

**C.** Group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division. The Human Resources Division will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee

from exercising their Section 5 rights under this Article (Reconsideration of a Classification Decision).

## 2. Effective Date of Reclassification and Resulting Pay

Below is a table that summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	<p>1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	<p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to receive merit-over-top.</p>
Lower pay grade	Start of pay period at least thirty (30) calendar days after notification of the classification determination from the Human Resources Division.	<p>Highest step in the new pay range that does not exceed the current pay rate.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>

### **3. Probation Upon Reclassification**

There shall be no probationary period following a reclassification.

### **4. FLSA Status Change Upon Reclassification**

A. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

B. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

C. When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if in an executive leave eligible position, will be eligible to receive executive leave.

### **5. Reconsideration of a Classification Decision**

An employee or a group of employees has thirty (30) calendar days to submit a request for reconsideration of a classification decision to the Human Resources Director. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have thirty (30) calendar days from the date of receipt. An employee must request reconsideration prior to filing an appeal. Failure to request reconsideration to the Human Resources Director in thirty (30) calendar days shall be considered as acceptance of the reclassification decision. A group may fill out one request for all included individuals, or one or more of the employees may submit individual requests for reconsideration.

### **6. Appeal of a Classification Reconsideration Decision**

A. An employee or a group of employees has thirty (30) calendar days to appeal the reconsideration decision. The timeline would begin from the date of the verification of receipt outlined in Section 5 above.

B. The employee or a group of employees may appeal the decision to the Personnel Board. The appeal shall be filed in writing to the appropriate agency with a copy to the Human Resources Director.

C. Failure to submit an appeal to the Personnel Board within thirty (30) calendar days shall be considered as acceptance of the reconsideration decision.

### **7. Implementation of a Classification Decision**

The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, if applicable.

### **8. Notification of Reclassifications and Requests**

The applicable Union(s) shall be notified of any and all reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by the Human Resources Division.

**ARTICLE 15: SPECIAL DUTY**

**15.1 Definitions**

- Special Duty Assignment – When an employee in a regular position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of 30 calendar days.
  - Temporary employees, including TLTs, are not eligible for special duty assignments.
- Base Position – The employee’s underlying position while on special duty assignment.
- Base Union – The union that represents the employee’s base position.
- Acting Union – The union that represents the special duty position or body of work.

**15.2. Duration**

a. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following circumstances:

- (1) 30 days to Twelve Months – Shall be approved by the Department Director or designee to provide additional staffing:
  - i. Due to work that exceeds either the volume and/or complexity of what is routine, and is for a limited duration;
  - ii. Due to unforeseen work caused by unique circumstances, which are not expected to reoccur; or
  - iii. Needed to either develop and/or implement, a new function, system, or proposal.
  - iv. To backfill for a vacant regular position.
- (2) Up to Three Years – Shall be approved by the Director of Human Resources or designee:
 

To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a county function, project or department.
- (3) Up to Five Years - Shall be approved by the Director of Human Resources or designee:
  - i. To backfill a regular position, when:
    - a) An employee is absent because of an extended leave of absence for a medical reason;
    - b) An employee is absent because of military service; or

- c) An employee is absent because of a special duty or other assignment.
- ii. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.
- b. FLSA-exempt special duty assignments shall be made in full-week increments, from Saturday through Friday.
- c. An employee's special duty assignment will end when management becomes aware that the employee's absence will exceed 30 calendar days or at the conclusion of a 30-day absence, whichever occurs first.

### **15.3. Recruitment**

Special duty positions shall be posted and a selection process will be conducted for special duty assignments.

A. The county reserves the right to fill with a special duty position while conducting a selection process.

B. If the special duty position is converted to a regular position and the individual who served in the special duty assignment is hired into the regular position, the employee shall receive credit towards his or her probationary period for the time served in the special duty assignment. If the time served in the special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

C. *The rotation provisions in the Professional and Technical Employees, Local 17 Public Health and Professional and Technical Employees, Local 17 Department of Permitting and Environmental Review Appendix will still apply (CBA Code 060 and CBA Code 040).*

### **15.4. Pay**

A. An employee on special duty will be placed at the first step of the special duty classification pay range or be given a flat 5% above the employee's base rate of pay, whichever is higher.

B. If an employee's pay in his or her base position includes merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the merit pay amount and may result in merit-over-top pay while in special duty.

C. An employee on special duty will continue to advance through the salary steps of his or her base pay range while on special duty. If the employee is at his or her top step in the base classification, the employee will be eligible for step increases in the special duty classification.

D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations.

E. If the special duty assignment is FLSA non-exempt, the employee's special



duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to his or her base position. Contractual provisions relating to the base position (i.e., reduction in force and seniority) shall continue to apply during the special duty assignment.

#### 15.5. Paid Leave While On Special Duty

Paid leave (e.g. vacation, sick, executive leave, bereavement) while on a special duty assignment shall be at the employee's special duty pay rate.

#### 15.6. FLSA Status Change

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.  Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months.  The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

15.7. The Memorandum of Agreement (MOA) regarding cross-jurisdictional special duty assignments is extended for the duration of this MLA, however, the parties agree to bargain proposed changes to that MOA during the life of this MLA.

#### **ARTICLE 16: CONTRACTING OUT**

16.1. The County shall not contract out work which the members of the Union 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 Union 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.

#### **ARTICLE 17: TLT POSITIONS**

17.1. Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions. *Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.*

#### **ARTICLE 18: JOB POSTING**

18.1. Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the unions that are part of this agreement shall be posted on the King County website and in Human Resources, for a minimum of fourteen (14) calendar days.

18.2. Special duty job postings will be consistent with Special Duty Article 15. TLT postings will also be posted as Special Duty opportunities.

18.3. Internal Regular and TLT employees that are represented by the Unions that are party to this agreement who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either by phone or in person, whichever is applicable in the process.

#### **ARTICLE 19: PUBLIC RECORDS REQUEST**

19.1. When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

**ARTICLE 20: UNION NOTIFICATION**

**20.1.** The County will supply the Union with the following information within five (5) working days of a new employee's date of hire or new union eligibility:

1. First and last name
2. Home address
3. Home phone number (if the member wants to provide it)
4. Work e-mail address
5. Job classification/title
6. Department
7. Division
8. Work location
9. Date of hire
10. Hourly or salary pay status
11. Rate of pay
12. FTE status

**ARTICLE 21: UNION ENGAGEMENT**

**21.1. Steward Training:** During each year of this Agreement the Union's principal officer may request that Union stewards be provided with at least eight (8) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training programs sponsored by the Union.

**21.2.** The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two (2) weeks in advance, the names of those stewards who will be attending each training course. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.

**21.3. New Employee Orientation, Union Presentation:** The County agrees to continue in person New Employee Orientation to allow the Unions to meet the new members. Not less than five (5) working days before a new employee orientation, a list of names of employees who shall be attending and are assigned to one of the MLA's Signatory bargaining units shall be forwarded to the Union.

**21.4. Release Time for New Employees:** The County shall provide each new bargaining unit member thirty (30) minutes of release time to meet with the Union within the first month of employment.

**ARTICLE 22: UNION LEAVE**

**22.1.** Upon written application, a regular employee elected or appointed to a Union office that requires all of his/her time shall be given a leave of absence without pay from work, normally not to exceed a period of five (5) years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

**22.2.** A regular employee designated by the Union to serve on official union business that requires a part of his/her time shall be given a leave of absence without pay from work, provided it can be done without detriment to King County services and at least forty-eight (48) hours written notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

**ARTICLE 23: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES**

**23.1. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted.

**23.2. Electronic Devices.** The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to King County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations, or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

**ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION**

**24.1.** 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. *This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 (Department of Assessments) [220].*

**ARTICLE 25: INSURED BENEFITS, HRA AND VEBA**

**25.1.** Terms and conditions for medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs are outlined under "2017-2018 Total Compensation" Agreement (Document Code 000U0516 and all of its attachments). Terms and

conditions of the Health Reimbursement Arrangement (HRA) and Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan are outlined under “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments).

### ARTICLE 26: GRIEVANCE PROCEDURE

**26.1. Purpose.** The County and the Union (Unions/Coalition) recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

**26.2. No Discrimination.** Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

**26.3. Grievance Definition.** A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement (or its Appendices) has occurred.

**A. Exclusive Representative** – The Union and King County are the signatory parties to the labor agreement (both MLA and its appendix). The Union will not be required to press employee grievances if in the Union’s opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. However, if employees also have access to the Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the union’s legal obligations for representation, unless mutually agreed otherwise. Copies of all written reprimands, suspensions, disciplinary demotions or discharges shall concurrently be forwarded to the Union.

**26.4. Access to Grievance Procedure.** Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee’s complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.

**STEP 1 - Supervisor/designee-** A grievance must be presented in writing by the shop steward or the Union representative within thirty (30) calendar days of the occurrence or employee/union knowledge of such grievance. The grievance shall be presented to the employee’s supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

(1.) The supervisor/designee will meet with the employee and Union to discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 1 grievance.

(2.) The supervisor/designee will issue a written decision to the employee and the Union within fifteen (15) calendar days following the discussion.

(3.) If the Union does not pursue the grievance to STEP 2 within fifteen

(15) calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

(4.) Supervisor and manager grievants who reduce their grievance to writing, shall initiate their grievance at STEP 2.

**STEP 2** - Division or Agency Director/designee, or Department Director (if no Division Director) - The grievance will be presented in writing to the Division or Agency Director for investigation, discussion, and written reply.

(1.) The Division or Agency Director/designee (or Department Director) will meet with the employee and Union to discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 2 grievance.

(2.) The Division or Agency Director/designee (or Department Director) will issue a written decision to the employee and the Union within fifteen (15) calendar days following the discussion.

(3.) If the Union does not pursue the grievance to STEP 3 within fifteen (15) calendar days after receiving the Division or Agency Director's/designee's (or Department Director) written decision, the grievance will be precluded from further appeal.

**STEP 3** - Director of Office of Labor Relations/Labor Negotiator

(1.) The Director or Labor Negotiator will meet and/or discuss the grievance with the Union within fifteen (15) calendar days of the receipt of the STEP 3 grievance.

(2.) The Director or Labor Negotiator will issue a written decision to the employee and the Union within fifteen (15) calendar days following the discussion.

(3.) If the Union does not pursue the grievance to STEP 4 - Arbitration within fifteen (15) calendar days after receiving the Director or Labor Negotiator's written decision, the grievance will be precluded from further appeal.

**STEP 4** - Arbitration - Should the decision of the Director or Labor Negotiator at STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

(1.) **Selection Process.** The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of eleven (11) names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

(2.) **Arbitrator's Authority Limited.** The arbitrator will have no power

to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

**(3.) Arbitration Expenses.** The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives, including attorneys' fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

**(4.)** Where different titles apply, they are listed in the Definition Article.

**(5.) Mediation.** Any party, at any time, can request mediation as a form of alternative dispute resolution. If both parties agree to mediate, an impartial mediator will be selected by mutual agreement. Upon either party's request, parties agree to mediate a dispute prior to moving the grievance to arbitration.

**(6.) Timelines.** Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the calendar day falls on a Saturday, Sunday, County recognized holiday or on a day the Division/Agency's Office is closed for business, the next following normal day of business will be considered the final calendar day.

**(7.) Grievances of Disciplinary Action.** Regular employees are subject to a just cause standard for discipline.

**(1)** Grievances of disciplinary action involving suspension, demotion, or termination shall enter the grievance process at STEP 2.

**(2)** No other verbal, written performance or counseling documents shall be considered discipline that may be appealed to any level of this process.

**(3)** The provisions of this Article will not apply to probationary, temporary, provisional and term-limited temporary employees if they are disciplined or discharged because said employees are "at will" and not covered by the "just cause" requirement of this Agreement.

#### **ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE**

**27.1.** No regular employee shall be disciplined except for just cause (consistent with Article 26.4; STEP 4 (7.)). The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

27.2. Written reprimands, suspensions, demotions or discharges must be given by registered, certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

27.3. Letters of reprimand shall not be used for progressive discipline after a period of eighteen months (18) months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the eighteen months (18) months.

27.4. All time limits set forth in this Section that refer to working days, shall include Monday through Friday and exclude all County recognized holidays.

27.5. Investigations will typically be completed within ninety (90) calendar days after the division or agency director/designee is made aware of a credible allegation of misconduct. The time to complete the investigation may be extended by the division or agency if another agency is investigating the event (e.g., police agency, Ombudsman) or if evidence necessary to complete the investigation is not reasonably available to complete the investigation during the ninety (90) calendar day investigation period. If the investigation time period is extended, the division will notify the employee(s) under investigation and the Union and both will be provided with the basis for the extension and the expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be executed within thirty (30) calendar days following conclusion of the investigation, unless otherwise mutually agreed to by the parties.

B. Following the County's notice of intent to suspend or discharge, a Loudermill hearing should be offered and a decision made within thirty (30) calendar days of the notice, unless otherwise mutually agreed to by the parties.

*Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160) and the Service Employees International Union Local 925 (CBA Code 011) contracts.*

#### **ARTICLE 28: ECONOMIC EQUITY**

28.1. Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.

28.2. This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.

28.3. If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.



**ARTICLE 29: COALITION OF UNIONS INCENTIVE PAY**

**29.1.** All members of the bargaining units participating in MLA bargaining as of 10/5/2017 and ratifying their CBAs by 1/31/18, will receive an additional 0.5% General Wage Increase (GWI) effective 1/1/2018.

**29.2.** The Administrative Support Pay Agreement outline in the “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments) will be extended through 12/31/18 and will be subject to Total Compensation bargaining.

**29.3.** The parties to this MLA agree to meet in 2018 to begin bargaining for a successor to the “2017-2018 Total Compensation” Agreement (Document Code 000U0516 and all of its attachments). Non-economic provisions included in the MLA are effective through 12/31/20 and are therefore not subject to “Total Compensation” bargaining.

**ARTICLE 30: SAVINGS CLAUSE**

**30.1.** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this MLA shall not invalidate the remaining portions thereof; 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 31: DURATION**

**31.1.** This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2018 through December 31, 2020.

**KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS  
MASTER LABOR AGREEMENT**

**NON-SUPERSEDING MLA ARTICLES**

**ARTICLE 32: SAFETY GEAR AND EQUIPMENT ALLOWANCE**

**32.1.** Where the division requires employees to wear safety footwear that meets ANSI standards said employees will receive up to total of two hundred dollars (\$200.00) per calendar year, per employee, in accordance with the division's policy and procedures.

**32.2.** Personal Protective Equipment (PPE) — the department/agency shall provide each employee with required PPE equipment and replace same as needed. The County will determine what constitutes protective safety wear based on job assignment.

**ARTICLE 33: AFTER HOURS SUPPORT**

**33.1.** After Hours Support is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to his/her workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

**A. Standby:**

1. Each division director/designee will maintain a written list of all staff who have been designated for standby.
2. Employees will be given ten (10) business days' notice, in writing, of their designation to standby, or of schedule changes.
3. Written notice may be waived by written mutual consent between division director/designee and employee.
4. Standby schedules will be posted in a place visible to all employees in that work group.
5. In instances where the County, due to emergency or business reasons, must terminate or modify the standby schedule, the division will provide as much notice of schedule change as practicable.
6. Parking expenses to park in the County's Goat Hill and King Street Center garages shall be reimbursed on presentation of a receipt, if an employee is called out to a work location in the Seattle Downtown core area outside of regular working hours.
7. Equipment: The County will provide all assigned After Hours Support staff with a two-way electronic device when working After Hours Support.
8. Employees will be paid ten percent (10%) of their base rate for each full hour on standby.

**B. Technical Call-Out (TCO):**

1. Employees will be paid a ten (10) minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten (10) minute period will not receive additional compensation until after that period has expired.

**C. Physical Call-Out (PCO):**

1. A minimum of four (4) hours at the overtime rate (inclusive of travel and time actually worked) shall be given for each call-out when the employee is required to report back to his or her workplace; except, if the PCO is within four (4) hours of his or her shift start time, he or she will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four (4) hours, the actual hours worked shall be at the overtime rate of the employee's base pay rate except if such time coincides with the employee's work shift in which case he or she will be paid his or her regular base rate of pay.

2. An employee who has a County vehicle and can report directly to a work location and is not required to report to his or her workplace, will be paid two hours of overtime. If the PCO exceeds the initial two (2) hours, the actual hours worked will be paid at the overtime rate except if such time coincides with the employee's work shift, in which case he or she will be paid his or her regular base rate of pay.

33.2. If an employee is called to perform a TCO and it is determined they will need to actually perform a PCO, the provisions for the PCO will prevail.

**ARTICLE 34: SICK LEAVE<sup>2</sup>**

34.1. Leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in paid status excluding overtime up to a maximum of 96 hours per calendar year. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to use sick leave until it is earned. There shall be no limit to the number of sick leave hours accrued by an eligible employee. During the first six months of service in a leave eligible position, employees eligible to accrue vacation leave may, at the supervisor's discretion, use accrued vacation days as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

34.2. 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 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years,

<sup>2</sup> This article does not apply to employees with benefit time (BT)

accrued sick leave shall be restored, but such restoration shall not apply where the former employment was in a term-limited position.

**34.3.** 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 35% of their unused, accumulated sick leave multiplied by the employee's hourly rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. If a retiree is rehired, the employee is not entitled to have the uncashed out 65% of his or her former sick leave balance reinstated.

**34.4.** An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.

**34.5.** When sick leave is taken to care for a family member, the employee shall choose at the start of the leave whether the particular leave will 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 80 hours of accrued sick leave.

**34.6.** An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on a leave of absence without pay, if approved by his or her appointing authority.

**34.7.** Sick leave may be used for the following reasons:

**A.** The employee's bona fide illness, but an employee who suffers an occupational illness may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee.

**B.** The employee's incapacitating injury, but:

**1.** An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment his or her workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

**2.** An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave. Absent such notification, sick leave will automatically be used to supplement such payments except where prohibited; and

**3.** An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

**C.** Employee's exposure to contagious diseases and resulting quarantine;

**D.** A female employee's temporary disability caused by or contributed to by

pregnancy and childbirth;

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

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

G. For family and medical leave under federal law, state law, or King County ordinance.

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

**34.9. Payout on Retirement. Retirement Definition.** Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

### ARTICLE 35: VACATION LEAVE<sup>3</sup>

**35.1.** Leave Eligible employees shall be granted vacation with pay as follows:

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year
0	0.04620	12.01200
60	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

**35.2.** For employees employed prior to 1/1/2018, maximum annual vacation leave accrual is 480 hours for employees working the 40 hour work week and 420 hours for employees

<sup>3</sup> This article does not apply to employees with benefit time (BT)

working the 35 hour work week.

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

B. Leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Leave eligible employees may use vacation leave hours in the pay period after they are accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this Agreement.

D. No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

E. In cases of separation from County employment by death of an employee with accrued vacation leave who has successfully completed his/her first six (6) months of County service in a leave eligible position, 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.

F. If an employee resigns from a full-time regular or part-time regular position or is laid off and subsequently returns to County employment within two years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

G. Leave eligible employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service and are in good standing (e.g., not terminated for cause or resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the employee's base rate of pay, plus longevity pay if applicable, in effect upon the date of leaving County employment, less mandatory withholdings.

H. Effective 1/1/2018, new leave eligible employees will be capped at 320 hours of vacation leave for employees working a forty hour work schedule. Employees not working a forty hour schedule hired before 1/1/18, including TLT's, will retain their vacation cap.

***I. Vacation bidding, or the manner in which vacation leave is approved, shall be governed by the individual Appendix.***

### **ARTICLE 36: TRAINING**

**36.1.** The County shall pay for any certification/license (except for driver's licenses) or training that is required by the County for the position. This includes necessary release time that is preapproved.

**ARTICLE 37: WORKING OUT OF CLASS**

**37.1.** Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 calendar days. Employees working-out-of-classification may not be required to perform all of the responsibilities of the higher-level classification.

**37.2.** Working-out-of-classification assignments must occur in full day/shift increments.

**37.3.** While working-out-of-classification, the employee will receive a 5% working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the 5% premium. Paid leave (c.g. vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the 5% working out of classification pay premium).

**37.4.** If a working-out-of-classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.

**ARTICLE 38: TRANSPORTATION BENEFITS**

**38.1.** Eligible employees will receive the transportation benefits provided in King County Code.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
King County Executive

For The King County Coalition of Unions:

\_\_\_\_\_  
Denise Cobden, Union Representative  
Coalition Co-Chair  
Professional and Technical Employees, Local 17

\_\_\_\_\_  
Date

For The King County Coalition of Unions:

\_\_\_\_\_  
Michael Gonzales, Senior Business Agent  
Coalition Co-Chair  
Teamsters Local 174

\_\_\_\_\_  
Date

**EXHIBIT B**  
**Memorandum of Agreement**  
**By and Between**  
**King County**  
**And**  
**King County Coalition of Unions**

**Subject: Career Progression Classification Project**

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

**Background:**

King County is implementing a Career Progression Classification Project (the Project).

**Agreement:**

1. The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y-Rated." For purposes of this MOA, "Y-Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.

At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.

2. The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.

3. The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.

For The King County Coalition of Unions:

\_\_\_\_\_  
Denise Cobden, Union Representative  
Coalition Co-Chair  
Professional and Technical Employees, Local 17

\_\_\_\_\_  
Date

For The King County Coalition of Unions:

\_\_\_\_\_  
Michael Gonzales, Senior Business Agent  
Coalition Co-Chair  
Teamsters Local 174

\_\_\_\_\_  
Date

For King County:

\_\_\_\_\_  
Megan Pedersen, Director  
Office of Labor Relations, King County Executive Office

\_\_\_\_\_  
Date



**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**  
**International Organization of Masters, Mates & Pilots (MM&P)**  
**and**  
**Marine Engineers' Beneficial Association (MEBA)**  
**and**  
**Inlandboatmen's Union of the Pacific (IBU)**

**SUBJECT: Economic Considerations**

**Background:**

The International Organization of Masters, Mates & Pilots (MM&P), the Marine Engineers' Beneficial Association (MEBA), the Inlandboatmen's Union of the Pacific (IBU) and King County are parties to a coalition collective bargaining agreement (CBA) for the maritime workers that operate and maintain the King County Water Taxi service. The parties have traditionally entered collective bargaining agreements for four-year terms. The most recent CBA covered January 1, 2014 – December 31, 2017. During that term, King County and the Coalition of Unions negotiated and entered into the 2015-2016 Total Compensation Memorandum of Agreement (000U0414\_totalComp\_2015-2016), the 2017-2018 Total Compensation Memorandum of Agreement (000U0516\_TotalComp\_2017-2018), and the Master Labor Agreement (000MLA0117) with associated appendices for individual bargaining units. Because the Ferry Coalition was under contract, they did not join or participate in those negotiations and agreements. However, during the term of their CBA, the Ferry Coalition and King County have partnered on major initiatives to mirror the Coalition of Unions, including following the same Joint Labor Management Insurance Committee health insurance plans, adopting paid parental leave, and adopting the Family Medical Leave Act and King County Family Medical Leave concurrency.

The parties have now negotiated a successor CBA wherein the Ferry Coalition Unions had the opportunity to join the Coalition of Unions and adopt the MLA in its entirety, which they have done. The Maritime Unions also have agreed to significant language regarding overtime work that simplifies and clarifies circumstances when overtime rates are applicable. Additionally, the Maritime Unions have agreed to a pilot project to create a "float pool" of deckhands. This "float pool" is intended to provide greater flexibility when arranging coverage for vacant deckhand watches that are a consequence of temporary bump-ups of a deckhand to captain, as well as deckhand absences for vacation, sick leave, and training. This pilot project provides operational efficiency and increased flexibility in assigning watches to help maintain the Water Taxi's historically exceptional performance with respect to both timely adherence to schedules and low number of cancellations of sailings.

**Agreement:**

In consideration of the terms of the new Agreement, the parties have agreed to a one-time payment of 0.5% of all earnings made in 2017 by members of the Ferry Coalition. This payment is to be made pursuant to the following table:

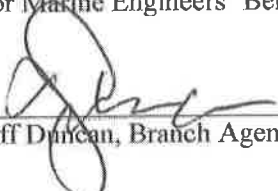
NAME	.5% OF 2017 EARNINGS	NAME	.5% OF 2017 EARNINGS
Addae, Kwasi	\$17.16	Kessler, Jeffrey	\$22.27
Allred, Karen	\$18.62	Klaja, Zachary	\$79.12
Amaral, Neal	\$531.38	Krehbiel, Daniel	\$596.57
Bearden, Jeffrey	\$325.81	Laitila, James	\$429.08
Blanks, Joseph	\$377.06	Leal, Brian	\$241.86
Burton, Esbert	\$254.11	Massaro, Frank	\$394.26
Chrisman, Joseph	\$195.91	McMillan, Bruce	\$413.18
Clendenen, Paul	\$7.53	Mielke, Ronald	\$548.84
Cook, Amanda	\$28.39	Morrow, Michael	\$2.17
Crane, Kyle	\$16.67	Nelson, Bruce	\$7.33
Deal, Beth	\$11.07	Norg, Fred	\$42.09
Denhart, Scott	\$220.91	Oakley, Allyson	\$68.86
Eckart, Allan	\$0.48	Perry, Joshua	\$30.96
Farrar, Jade	\$339.18	Rogers, Gary	\$252.84
Ferschke, Ryan	\$132.89	White, Jason	\$256.97
Garcia, Alvin	\$33.25	Wiesenfeld, Chad	\$415.75
Gengenbach, August	\$6.04	Williams, Nickolas	\$373.92
Hoskins, Eric	\$8.46	Zingerman, Aaron	\$215.48
Johnson, Bradley	\$373.55	Zylstra, Nicholas	\$11.71

For International Organization of Masters, Mates and Pilots:

\_\_\_\_\_  
Captain Dan Twohig, Regional Representative

\_\_\_\_\_  
Date

For Marine Engineers' Beneficial Association:

  
\_\_\_\_\_  
Jeff Duncan, Branch Agent

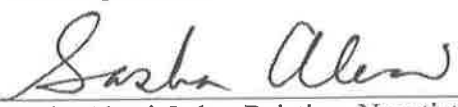
8/10/18  
\_\_\_\_\_  
Date

For Inlandboatmen's Union of the Pacific:

\_\_\_\_\_  
Peter Hart, Regional Director, Puget Sound Region

\_\_\_\_\_  
Date


For King County:

  
\_\_\_\_\_  
Sasha Alessi, Labor Relations Negotiator  
Office of Labor Relations, King County Executive Office

9-20-18  
\_\_\_\_\_  
Date

NAME	.5% OF 2017 EARNINGS	NAME	.5% OF 2017 EARNINGS
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Johnson, Bradley	\$373.55	Zylstra, Nicholas	\$11.71

For International Organization of Masters, Mates and Pilots:

  
 Captain Dan Twohig, Regional Representative

7/30/18  
 Date

For Marine Engineers' Beneficial Association:

\_\_\_\_\_  
 Jeff Duncan, Branch Agent


\_\_\_\_\_  
 Date

For Inlandboatmen's Union of the Pacific:

\_\_\_\_\_  
 Peter Hart, Regional Director, Puget Sound Region

\_\_\_\_\_  
 Date

For King County:

  
 Sasha Alessi, Labor Relations Negotiator  
 Office of Labor Relations, King County Executive Office

9-20-18  
 Date

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Johnson, Bradley	\$373.55	Zylstra, Nicholas	\$11.71

For International Organization of Masters, Mates and Pilots:

\_\_\_\_\_  
 Captain Dan Twohig, Regional Representative

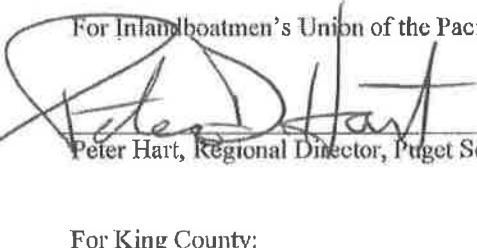
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For Marine Engineers' Beneficial Association:

\_\_\_\_\_  
 Jeff Duncan, Branch Agent

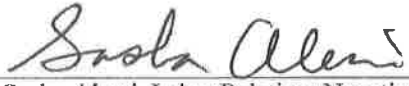
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 Date

For Inlandboatmen's Union of the Pacific:

  
 Peter Hart, Regional Director, Puget Sound Region

9/20/18  
 Date

For King County:

  
 Sasha Alessi, Labor Relations Negotiator  
 Office of Labor Relations, King County Executive Office

9-20-18  
 Date