

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

**Table of Contents**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 1: PURPOSE ..... 1

ARTICLE 2: APPLICATION OF MASTER LABOR AGREEMENT ..... 1

ARTICLE 3: SCOPE ..... 2

ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP ..... 2

ARTICLE 5: RIGHTS OF MANAGEMENT ..... 2

ARTICLE 6: HOLIDAYS ..... 3

ARTICLE 7: VACATIONS..... 4

ARTICLE 8: RETURN TO WORK ..... 5

ARTICLE 9: WAGE RATES ..... 5

ARTICLE 10: OVERTIME ..... 6

ARTICLE 11: MISCELLANEOUS ..... 8

ARTICLE 12: BUMP-UP CAPTAINS ..... 8

ARTICLE 13: ON CALL EMPLOYEES ..... 11

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY ..... 11

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION ..... 11

ARTICLE 16: REDUCTION-IN-FORCE/LAYOFF REHIRES..... 12

ARTICLE 17: CREW REQUIREMENTS ..... 14

ARTICLE 18: GALLEY SERVICE ..... 14

ARTICLE 19: SENIORITY AND ASSIGNMENTS ..... 14

ARTICLE 20: MAINTENANCE AND CURE ..... 15

ARTICLE 21: WORKING CONDITIONS (GENERAL)..... 16

ARTICLE 22: PENALTY PAY (GENERAL) ..... 16

ARTICLE 23: TRAINING ..... 17

ARTICLE 24: UNION NEGOTIATION COMMITTEE ..... 17

ADDENDUM A: IBU WORK UNIT PERSONNEL ..... 19

ADDENDUM B: MM&P LICENSED DECK OFFICERS PERSONNEL..... 22

ADDENDUM C: ENGINE WORK UNIT PERSONNEL ..... 24

ADDENDUM D: WAGE RATES TABLE ..... 29

**KING COUNTY MARITIME COALITION LABOR AGREEMENT**

**By and Between  
KING COUNTY**

**And**

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

**AND**

**INLANDBOATMEN’S UNION OF THE PACIFIC**

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

**ARTICLE 1: PURPOSE**

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

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

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

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

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

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

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

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

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

13 **ARTICLE 3: SCOPE**

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

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

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

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

24 **ARTICLE 5: RIGHTS OF MANAGEMENT**

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

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

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

11 **ARTICLE 6: HOLIDAYS**

12           **Section 6.1**

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

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

**ARTICLE 7: VACATIONS**

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

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

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

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

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

3 **ARTICLE 8: RETURN TO WORK**

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

8 **ARTICLE 9. WAGE RATES**

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

11 **Section 9.2 General Wage increase:**

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

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

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

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

3 **ARTICLE 10: OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 c. To the on-call pool.

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

1 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

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

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

1 on the Captain’s Eligibility List as follows:

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

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

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

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

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

25 **C. Eligible Deckhand Stipend.**

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

28 **i) Career Service status;**

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

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

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

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

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

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

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

28

1 **ARTICLE 13: ON CALL EMPLOYEES**

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

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

9 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

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

28 **A. Voluntary layoff.**

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

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

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

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

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

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

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

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

10 **ARTICLE 17: CREW REQUIREMENTS**

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

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

20 **ARTICLE 18: GALLEY SERVICE**

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

24 **ARTICLE 19: SENIORITY AND ASSIGNMENTS**

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

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

3 **Section 19.2 Establishing Seniority:**

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

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

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

13 **Section 19.3 Watch Bidding:**

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

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

21 **ARTICLE 20: MAINTENANCE AND CURE**

22 **Section 20.1**

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

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

1 the employee becomes ill or is injured on duty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 (1/2) hour minimum.

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

5 **ARTICLE 23: TRAINING**

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

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

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

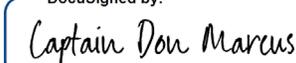
16           **B.** All employees shall be paid mileage for attending training classes. Travel time to  
17 and from the training classes shall also be paid unless the class concludes within the scheduled shift  
18 hours.

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

22 **ARTICLE 24: UNION NEGOTIATION COMMITTEE**

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

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

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

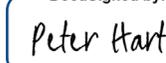
6  
7 Captain Dan Twohig, Vice President  
United Inland Group – Pacific Maritime Region  
8 International Organization of Masters, Mates and Pilots

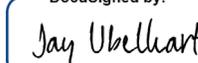
9  
10 The Marine Engineers’ Beneficial Association approves the CLA, this Appendix, and relevant  
11 addenda.

12 DocuSigned by:  
  
13 D0CAB0971BE94D4...  
Claudia Cimini, Executive Vice President  
14 Marine Engineers’ Beneficial Association

15 DocuSigned by:  
  
16 047AD400D83F4F6...  
Kevin M. Cross, Seattle Patrolman  
17 Marine Engineers’ Beneficial Association

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

19 DocuSigned by:  
  
20 81E7537FFA0D480...  
Peter Hart, Regional Director, Puget Sound  
21 Inlandboatmen’s Union of the Pacific

22 DocuSigned by:  
  
23 D09382AEC48C470...  
Jay Ubelhart, National President  
24 Inlandboatmen’s Union of the Pacific

25 For King County:  
26 DocuSigned by:  
  
27 9BB0219A728E4E7...  
Sasha P. Alessi  
28 Labor Manager  
Office of Labor Relations

**ADDENDUM A - IBU WORK UNIT PERSONNEL**

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

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

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

**1.2 Filling Open Watches Between Seasonal Watch Bids**

**A.** Should a watch become vacant between seasonal watch bids, all employees in the same work unit will be allowed to bid for the open watch position, provided they have the appropriate endorsement(s). However, no employee will be moved from their bid watch unless they bid for and is actually awarded another watch. All positions will be awarded by seniority consistent with the bidding seniority provisions in this Agreement. A Marine Deckhand who bids for and obtains a Marine Deckhand position different than the one they most recently held is not subject to an additional or new probationary period, provided that the employee has successfully completed their initial probationary period, and any lawful extensions thereof, as described in section 19.2 of the Agreement.

**B. Filling Temporary Assignments.**

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

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

4 **1.3 Extension Of Wages**

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

7 **SECTION 2 - WORKING CONDITIONS**

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

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

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

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

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

17 **SECTION 3 - WAGES**

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

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

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

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

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

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

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

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

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

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

**SECTION 1: HEALTH AND SAFETY**

**1.1 General Provision**

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

**1.2 Defense Of Claims**

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

**1.3 Extension Of Wages**

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

**SECTION 2: SCHEDULES AND BIDDING**

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

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

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

**B. Filling Temporary Assignments**

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1. Temporary assignments, will be filled by seniority.

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

3. Any employee who is medically unfit for duty will be eligible to return to their permanent assignment, subject to fit-for-duty requirements. In the event the employee is certified to return to duty, the employee will be returned to their previous assignment as soon as practicable.

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

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

**5 SECTION 1 - REPRESENTATION**

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

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

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

**21** (d) Any contemplated changes of hours, wages and/or working conditions shall be negotiated  
**22** with the Union prior to implementation; provided that this sentence shall not preclude the Union from  
**23** grieving any such changes under CLA Article 26. A copy of any correspondence concerning wages,  
**24** hours and/or working conditions of employees in the bargaining unit shall be sent to the Union at the  
**25** same time such notification is sent to the employee(s).

**26 SECTION 2 - VACANCIES**

**27** All Licensed Engineers and Oilers will be allowed to bid for any position that becomes open  
**28** for bid. However, no employee will be moved from their permanent position unless the employee

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

4 **SECTION 3 - SENIORITY AND ASSIGNMENTS**

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

10 Establishing Seniority:

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

13 **SECTION 4 - PENALTY PAY**

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

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

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

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

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

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

1 Oiler on duty or available to do the work.

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

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

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

14 **SECTION 5 - ENGINEER OFFICER DUTIES**

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

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

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

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

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

1 **SECTION 6 - STAFFING**

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

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

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

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

15 **SECTION 7: EDUCATION AND LICENSES**

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

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

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

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

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

3 **SECTION 8: WELFARE**

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

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

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**ADDENDUM D - WAGE RATES TABLE**

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

**Marine Division - Maritime Unions**

**January 1, 2021 - December 31, 2024**

<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).				

2021GWI=1.5%

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

1 2022GWI=3%

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

9 2023GWI=4%

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

17 2024GWI=4%

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

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

**Table of Contents**

ARTICLE 1:	PURPOSE .....	I
ARTICLE 2:	APPLICATION OF MASTER LABOR AGREEMENT .....	1
ARTICLE 3:	SCOPE .....	2
ARTICLE 4:	UNION RECOGNITION AND MEMBERSHIP .....	2
ARTICLE 5:	RIGHTS OF MANAGEMENT .....	2
ARTICLE 5:	HOLIDAYS .....	3
ARTICLE 6:	VACATIONS .....	4
ARTICLE 7:	RETURN TO WORK.....	5
ARTICLE 8:	WAGE RATES .....	5
ARTICLE 9:	OVERTIME .....	6
ARTICLE 10:	MISCELLANEOUS.....	8
ARTICLE 11:	BUMP-UP CAPTAINS.....	8
ARTICLE 12:	ON CALL EMPLOYEES.....	11
ARTICLE 13:	EQUAL EMPLOYMENT OPPORTUNITY .....	11
ARTICLE 14:	WORK STOPPAGES AND EMPLOYER PROTECTION .....	11
ARTICLE 15:	REDUCTION-IN-FORCE/LAYOFF REHIRES.....	12
ARTICLE 16:	CREW REQUIREMENTS.....	14
ARTICLE 17:	GALLEY SERVICE .....	14
ARTICLE 18:	SENIORITY AND ASSIGNMENTS .....	14
ARTICLE 19:	MAINTENANCE AND CURE .....	15
ARTICLE 20:	WORKING CONDITIONS (GENERAL) .....	16
ARTICLE 21:	PENALTY PAY (GENERAL).....	16
ARTICLE 22:	TRAINING.....	17
ARTICLE 23:	UNION NEGOTIATION COMMITTEE.....	17
ADDENDUM A:	IBU WORK UNIT PERSONNEL .....	19
ADDENDUM B:	MM&P LICENSED DECK OFFICERS PERSONNEL.....	22
ADDENDUM C:	ENGINE WORK UNIT PERSONNEL.....	24
ADDENDUM D:	WAGE RATES TABLE .....	29

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**KING COUNTY MARITIME COALITION LABOR AGREEMENT**

**By and Between  
KING COUNTY**

**And**

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

**AND**

**INLANDBOATMEN'S UNION OF THE PACIFIC**

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

**ARTICLE 1: PURPOSE**

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

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

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

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

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

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

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

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

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

13 **ARTICLE 3: SCOPE**

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

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

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

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

24 **ARTICLE 5: RIGHTS OF MANAGEMENT**

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

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

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

11 **ARTICLE 6: HOLIDAYS**

12           **Section 6.1**

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

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

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1 **ARTICLE 7: VACATIONS**

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

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

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

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

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

3 **ARTICLE 8: RETURN TO WORK**

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

8 **ARTICLE 9. WAGE RATES**

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

11 **Section 9.2 General Wage increase:**

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

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

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

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

3 **ARTICLE 10: OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 c. To the on-call pool.

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

1 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

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

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

1 on the Captain's Eligibility List as follows:

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

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

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

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

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

25 **C. Eligible Deckhand Stipend.**

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

28 i) Career Service status;

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

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

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

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

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

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

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

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1 **ARTICLE 13: ON CALL EMPLOYEES**

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

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

9 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

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

28 **A. Voluntary layoff.**

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

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

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

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

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

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

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

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

10 **ARTICLE 17: CREW REQUIREMENTS**

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

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

20 **ARTICLE 18: GALLEY SERVICE**

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

24 **ARTICLE 19: SENIORITY AND ASSJGNMENTS**

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

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

3 **Section 19.2 Establishing Seniority:**

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

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

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

13 **Section 19.3 Watch Bidding:**

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

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

21 **ARTICLE 20: MAINTENANCE AND CURE**

22 **Section 20.1**

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

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

1 the employee becomes ill or is injured on duty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 (1/2) hour minimum.

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

5 **ARTICLE 23: TRAINING**

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

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

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

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

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

22 **ARTICLE 24: UNION NEGOTIATION COMMITTEE**

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

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

3

4 \_\_\_\_\_  
5 Captain Don Marcus, President  
6 International Organization of Masters, Mates and Pilots

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8   
9 \_\_\_\_\_  
10 Captain Don Marcus, President  
11 United Inland Group - Pacific Maritime Region  
12 International Organization of Masters, Mates and Pilots

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

15

16 \_\_\_\_\_  
17 Claudia Cimini, Executive Vice President  
18 Marine Engineers' Beneficial Association

19

20 \_\_\_\_\_  
21 Kevin M. Cross, Seattle Patrolman  
22 Marine Engineers' Beneficial Association

23

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

25

26 \_\_\_\_\_  
27 Peter Hart, Regional Director, Puget Sound  
28 Inlandboatmen's Union of the Pacific

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30 \_\_\_\_\_  
31 Jay Ubelhai1, National President  
32 Inlandboatmen's Union of the Pacific

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34 For King County:

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36 \_\_\_\_\_  
37 Sasha P. Alessi  
38 Labor Manager  
39 Office of Labor Relations

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**ADDENDUM A - IBU WORK UNIT PERSONNEL**

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

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

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

Any displaced employee will also have the right to exercise their seniority by classification in selecting a new assignment of their choice.

**1.2 Filling Open Watches Between Seasonal Watch Bids**

**A.** Should a watch become vacant between seasonal watch bids, all employees in the same work unit will be allowed to bid for the open watch position, provided they have the appropriate endorsement(s). However, no employee will be moved from their bid watch unless they bid for and is actually awarded another watch. All positions will be awarded by seniority consistent with the bidding seniority provisions in this Agreement. A Marine Deckhand who bids for and obtains a Marine Deckhand position different than the one they most recently held is not subject to an additional or new probationary period, provided that the employee has successfully completed their initial probationary period, and any lawfuI extensions thereof, as described in section 19.2 of the Agreement.

**B. Filling Temporal assignments.**

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

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

4 **1.3 Extension Of Wages**

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

7 **SECTION 2 - WORKING CONDITIONS**

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

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

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

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

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

17 **SECTION 3 - WAGES**

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

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

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

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

1           **4.2** The County, subject to the employee receiving prior approval, shall reimburse an  
2 employee who qualified under the provisions of this Agreement for the employee's tuition at an  
3 approved school upon proper presentation of receipt, and payment for wages lost while attending  
4 school for a total of 10 days.

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

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

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

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

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

4                   **SECTION 1: HEALTH AND SAFETY**

5                   **1.1 General Provision**

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

8                   **1.2 Defense Of Claims**

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

13                   **1.3 Extension Of Wages**

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

16                   **SECTION 2: SCHEDULES AND BIDDING**

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

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

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

28                   **B. Filling Temporary Assignments**

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1. Temporary assignments, will be filled by seniority.

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

3. Any employee who is medically unfit for duty will be eligible to return to their permanent assignment, subject to fit-for-duty requirements. In the event the employee is certified to return to duty, the employee *will* be returned to their previous assignment as soon as practicable.



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

4 **SECTION 3 - SENIORITY AND ASSIGNMENTS**

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

10 Establishing Seniority:

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

13 **SECTION 4-PENALTY PAY**

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

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

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

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

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

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

1 Oiler on duty or available to do the work.

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

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

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

14 **SECTION 5 - ENGINEER OFFICER DUTIES**

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

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

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

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

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

1 **SECTION 6 - STAFFING**

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

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

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

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

15 **SECTION 7: EDUCATION AND LICENSES**

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

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

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

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

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

3 **SECTION 8: WELFARE**

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

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

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**ADDENDUM D-WAGE RATES TABLE**

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

**Marine Division - Maritime Unions**

**January 1, 2021 - December 31, 2024**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>c:r:J</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).				

2021GWI=1.5%

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

1 2022GWI=3%

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

9 WGwf=4%

10	Steps:	1	2	3	4	5	6	8	9	10	
11	Range 40	0	0	0	0	30.3339	31.0619	31.8075	32.5708	33.3526	34.1531
12	Range 52	35.8143	37.5514	38.4525	39.3753	40.3205	41.2881	42.2791	43.2938	44.3329	45.3969
13	Range 53	36.6739	38.4525	39.3753	40.3205	41.2881	42.2791	43.2938	44.3329	45.3969	46.4864
14	Range 54	37.554	39.3753	40.3205	41.2881	42.2791	43.2938	44.3329	45.3969	46.4864	47.602
15	Range 65	48.7478	51.112	52.3388	53.5949	54.881 I	56.1983	57.547	58.9282	60.3426	61.7908
16	Range 67	51.1158	53.5949	54.8811	56.1983	57.547	58.9282	60.3426	61.7908	63.2736	64.7923

17 4GWI=4%

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

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26  
27  
28

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

**Record Tracking**

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7/11/2022 2:20:50 PM	carolyn.coleman@kingcounty.gov	
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	Office-Office of Labor Relations	

**Signer Events**

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

**Signature**

**Uploaded paper with hand signature**

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Sent: 7/11/2022 5:16:31 PM  
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ID: c2af140a-423a-4228-b3b4-8d88f3bd1d78

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

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*Captain Don Marcus*  
4D797D169D874A1...

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

**Electronic Record and Signature Disclosure:**

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

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

DocuSigned by:  
*Claudia Cimini*  
D0CAB0971BE94D4...

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

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

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ID: 2d973b90-07b3-4eed-b9f6-3175f94a42b1

**Signer Events**

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

**Signature**

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 D09382AEC48C470...  
 Signature Adoption: Pre-selected Style  
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 ID: 967176b4-b13f-4d5a-b5b5-a0424a7e415c

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

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 017AD400D83F4F6...  
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 Resent: 7/21/2022 1:10:47 PM  
 Resent: 7/21/2022 2:18:45 PM  
 Resent: 7/22/2022 11:24:04 AM  
 Resent: 7/22/2022 11:27:33 AM  
 Resent: 7/25/2022 8:12:00 AM  
 Resent: 7/25/2022 9:32:26 AM  
 Viewed: 7/25/2022 12:08:06 PM  
 Signed: 7/25/2022 12:09:52 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/13/2022 8:26:45 AM  
 ID: fe0a0148-00fa-43d2-9081-8ce0dfa49ca7

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

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

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 Viewed: 7/25/2022 11:56:47 AM  
 Signed: 7/25/2022 11:59:55 AM

**Electronic Record and Signature Disclosure:**

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 ID: fb18de83-a4dd-4317-8428-a3d54185b657

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

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 9BBD219A728E4E7...  
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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