

**AGREEMENT BETWEEN**  
**SKAGIT COUNTY**  
**AND**  
**INLANDBOATMEN'S UNION OF THE**  
**PACIFIC**

**Date of Adoption**  
**THROUGH**  
**December 31, 2019**



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**AGREEMENT BETWEEN  
SKAGIT COUNTY**

**AND**

**INLANDBOATMEN'S UNION OF THE PACIFIC**

The rules contained herein constitute an Agreement between SKAGIT COUNTY, hereinafter referred to as the EMPLOYER, and the INLANDBOATMEN'S UNION OF THE PACIFIC, Marine Division - ILWU, Puget Sound Region, hereinafter referred to as the UNION, governing wages, hours and other conditions of employment for employees classified under section 13.01.

**RULE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the representative of all employees as classified herein and the sole collective bargaining agency for the purpose of acting for the employees in negotiating and interpreting agreements and adjusting disputes.
- 1.02 **Union Stewards.** The Union may elect or designate Union Stewards (who shall be recognized by the Employer). The Union Steward is recognized as an authorized representative of the Union for settling grievances and disputes. Representatives of Management with authority to settle such matters will meet with the Union Steward and work for the resolution of such matters. A Union steward who has participated in Step 1 of the Grievance Procedure will be allowed to attend grievance meetings, without loss of wages or benefits, scheduled by the Employer.
- 1.02.1 Union stewards will be allowed to investigate grievances during their normal work day provided no necessary and required work is interrupted by the Steward's absence and the steward's supervisor has given him or her prior approval to engage in such activity
- 1.03 **DEFINITIONS:** The following definitions shall apply to terms contained in this agreement.
1. **REGULAR FULL-TIME EMPLOYEE:** An employee who officially holds a position which is regularly scheduled to work a minimum of 176 hours per month up to 182 hours per month.
  2. **REGULAR PART-TIME EMPLOYEE:** An employee working a regular schedule of at least fifty percent (50%) of full-time (i.e. 90 hours per month up to 182 hours per month).
  3. **PART-TIME EMPLOYEE:** An employee who is scheduled to fill shifts that cannot be filled by Regular employees. This classification has no guarantee of hours.

4. **ON-CALL EMPLOYEE:** An employee who is either scheduled or called upon to fill shifts that become available after the schedule is posted and cannot be filled by either Regular Part-time or Part-Time employees. This classification has no guarantee of hours.
5. **EMERGENCY RUN:** An unscheduled voyage undertaken after normal operating hours for the purposes of providing transportation for emergency services personnel and/or equipment; rendering aid to another vessel, person or persons in distress; providing lifesaving services; or providing transportation for utility personnel and equipment for the purpose of restoring essential services to residents.
6. **SPECIAL RUN:** A scheduled or unscheduled voyage undertaken after normal operating hours.

## **RULE 2 - PREFERENTIAL HIRING**

- 2.01 In hiring employees for work in classifications covered by this Agreement, the Employer shall accept applications from applicants who have been referred to the Employer by the Union. The Employer will notify the Union of any job openings within the bargaining unit. The Employer will give first consideration to the applications from existing employees and persons referred by the Union.

## **RULE 3 - SENIORITY, PROBATION, LAYOFFS AND PROMOTIONS**

- 3.01 The employer recognizes the principle of seniority in the administration of promotions, transfers, layoffs and recalls. In the application of seniority under this Rule, if an employee has the necessary qualifications and ability to perform in accordance with the job requirements, seniority by classification shall prevail. Part-Time and On-call employees are not entitled to any preferential hiring rights for regular full-time or regular part-time positions provided, Section 2.01 shall apply. Upon reasonable request, any employee not selected for a position for which they applied may request a meeting with the Ferry Manager for the purpose of discussing future promotional opportunities and personal improvement.
  - 3.01.1 Because of the unique nature of the position of Senior Master, the Employer retains the right to appoint a Master to this position without regard to the seniority provisions of this Agreement. The appointee shall be a member of the bargaining unit with at least 1,080 straight time hours, and currently serving as a Master. Appointments shall be for a minimum of ninety (90) days and removal shall not be subject to the grievance procedure.
- 3.02 In reducing personnel, seniority shall govern. When layoffs or demotions become necessary, the last employee hired in a classification shall be first laid off, or demoted to a lesser classification for job retention. When employees are called

back to service, the last laid off or demoted in a classification shall be the first restored to work in that classification.

3.03 **ELIMINATION OF REGULAR FULL-TIME AND REGULAR PART-TIME POSITIONS.** When a regular full-time or regular part-time position is eliminated, the affected employee shall have the right to exercise their seniority by classification in selecting a new assignment of their choice for which they are qualified within the bargaining unit.

3.04 **Establishing Seniority.**

1. An employee's hire date shall become the employee's seniority date on the date on which the employee completes 1040 straight-time hours of work with the employer.
2. If a Part-time or, On-Call employee is subsequently hired to fill a regular full-time or regular part-time position within the bargaining unit, the employee shall retain his/her original seniority date.

3.05 The seniority list shall be brought up-to-date each year on February 1st and August 1 and posted on the bulletin board and a copy sent to the Union. Employees shall have thirty (30) days to protest changes to their seniority date after posting whereupon at the end of the thirty (30) days the list shall be final.

3.06 Promotions to a higher job classification shall be according to documented minimum qualifications and performance. Provided, that when the qualifications of two eligible employees are equal, the promotion shall be based on seniority.

3.07 ***Probationary periods:***

1. Newly hired employees shall serve a probationary period equal to one thousand forty (1040) straight time hours. Such employees may be terminated during the probationary period or at the end of a probationary period for a bona fide reason relating to the business operation and said employee shall not have recourse through the grievance procedure.
2. An employee promoted to a different classification within the bargaining unit shall serve a probationary period equal to one thousand forty (1040) straight time hours and shall receive the appropriate rate of pay for the position during such probationary period. An employee determined to be unsatisfactory for the position during or at the end of the probationary period shall be returned to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position. It is further agreed that during the probationary period the employee may choose to return to the employee's previously held position, at the former rate of pay, with no loss of seniority in the previously held position.

3.08 Seniority shall be lost upon any of the following events:

- a No work available for six (6) consecutive months.
- b Failing to report (no call/ no show) for three (3) consecutive shifts.
- c Any employee making themselves unavailable for work for thirty (30) calendar days unless a leave of absence has been granted in writing with a copy to the Union when approved.

## **RULE 4 - UNION SECURITY**

4.01 Employees covered by this Agreement may be or become members of the Union.

4.01.1 The Employer pursuant to RCW 41.56.110 shall deduct from the wages of any regular full-time or regular part-time employee or on-call employee who so requests in writing all dues and initiation fees hereafter becoming due from such employee to the Union.

4.01.2 The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.

4.02 The Employer agrees to promptly furnish the Union, in writing, the names, addresses, and telephone numbers of new employees.

4.03 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by the authorized representative of the Union and the authorized representative of the County.

4.03.1 Agreements reached between the parties of this Agreement shall become effective only when signed by a representative of the Inlandboatmen's Union, and the Board of County Commissioners.

4.04 The Union may select two (2) members of the bargaining unit to serve with the Union Representative in negotiating with the Employer. Negotiations shall be conducted at mutually agreed times and places.

4.04.1 Employees engaged in negotiations will be paid for hours spent in negotiations only if said hours coincide with their individual regularly scheduled work hours. The Union may establish a pool of up to three (3) members to serve as negotiators that may alternate or substitute for each other during negotiations. Notwithstanding this, negotiations will be scheduled along time frames mutually agreeable to the Union and the employer.

4.04.2 Official Union representatives shall be allowed time away from their station without loss of pay when attending meetings with the Employer, or when adjusting grievances or complaints. Such Representatives shall obtain permission from their Supervisor before leaving the job site. Such Representatives or Shop Stewards who wish to contact an employee or

employees on the job concerning a grievance or complaint shall first obtain permission from the employee's Supervisor. Supervisors shall cooperate with the Shop Stewards or the Union Representatives in order to expedite and resolve grievances or complaints.

- 4.05 On February 1st of each year, the Union shall submit to the Employer a written list of Union Officials, stewards, negotiating committee and grievance committee members. The Employer shall be promptly notified of any changes that occur during the year.
- 4.06 The Union will indemnify, defend, and hold the Employer harmless against any claims made by any person or organization and against any suit instituted against the Employer arising from any County act based on deduction and withholding of dues under this Agreement, provided such withholding has been remitted to the Union as required by this Agreement.

## **RULE 5 - DISCRIMINATION**

- 5.01 The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to any protected class as required by law. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of his or her job. Grievances arising concerning this Rule shall not be subject to the arbitration step of the grievance procedure unless all parties agree to arbitration.

## **RULE 6 - SCOPE**

- 6.01 This Agreement shall apply to all vessels of the Employer engaged in the transportation of passengers, automobiles and freight on Puget Sound and adjacent inland waters. This Agreement shall apply to all employees currently employed in one of the classifications listed in 13.01.

## **RULE 7 - CREW REQUIREMENTS**

- 7.01 Each and every vessel shall be manned according to the inspection certificate under which the vessel is licensed to operate and the several certificates of all vessels covered by this Agreement are made a part hereof by reference.
- 7.02 In the event vessels owned or chartered by the Employer are added to the existing fleet the Employer and the Union shall meet to negotiate the working schedule for each such unit. Otherwise, the employer may charter vessels during ferry repairs and maintenance or for emergency purposes.
- 7.03 All employees working on the vessel may be required to have a valid U.S. Coast Guard document.

- 7.04 Master positions shall be filled only as required by Ferry operations as such are determined by the County Engineer or Public Works Director.

## **RULE 8 – HEALTH AND SAFETY**

- 8.01 The health and safety of employees shall be reasonably protected.
- 8.02 Labor Management Committee: The Parties agree there shall be a committee to be convened upon reasonable notice and the presentation of an agenda by the requesting party. The purpose of the committee shall be the free dialogue to promote issue resolution. In furtherance of that objective no matter concerning the occurrences at a Labor-Management committee meeting shall be used as evidence by either party in any forum or for any purpose. Any agreements made by the committee that are to be evidentiary shall be reduced to writing and signed by the Union and County's Labor Representative.

## **RULE 9 - VISITATION**

- 9.01 Authorized representatives of the Union shall be allowed access to the Employer's Ferry work site and on board vessels covered by this Agreement at reasonable times while at dock. The Employer and the Union agree that the Employer is absolved from all claims resulting from any accident involving such representative while on the property or on board vessels of the Employer.

## **RULE 10 - DISCIPLINE OR DISCHARGE**

- 10.01 It is recognized that the Employer has the right to discharge or suspend an unsatisfactory employee for just cause; provided, however, that the Union has the right to refer to the grievance procedure any case it considers unjust within seven (7) calendar days from such discharge or suspension.
- 10.02 Any dispute arising out of a discharge or suspension case may be referred by either party to the Grievance Committee under the provisions of Rule 12.

## **RULE 11 - STRIKES, LOCKOUTS OR WORK STOPPAGES**

- 11.01 There shall be no strikes, lockouts or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all controversies or disputes shall be settled amicably and harmoniously.

## **RULE 12 - GRIEVANCE PROCEDURE**

12.01 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:

- Step 1: Within seven (7) calendar days from its occurrence, the aggrieved employee shall discuss his or her complaint with his or her immediate supervisor. The shop steward may be present if the employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken. No resolution at this step with the immediate supervisor shall become a precedent for future disputes unless same is reduced writing and signed by the Union and County Labor Representative.
- Step 2: If the complaint is not resolved in Step 1, the complaint, if judged valid by the Union, shall be reduced to a written grievance and submitted to the appropriate supervisor within fourteen (14) calendar days from the informal meeting in Step 1. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The supervisor shall submit his or her answer in writing to the Union Official and employee within seven (7) calendar days.
- Step 3: If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the Director of Public Works within ten (10) calendar days after the designated supervisor's answer in Step 2 and shall be signed by both the employee and the Union official. The Director or his or her representative shall discuss the grievance within ten (10) calendar days with the Union Official at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Director and the Union. If no settlement is reached, the Director or his or her representative, shall give the department's written answer to the Union within seven (7) working days following their meeting.
- Step 4: Arbitration Procedure: If the grievance is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing, may be submitted for arbitration after Step 3 within ten (10) calendar days of receipt of the Director's written decision. The parties shall select a disinterested party to serve as arbitrator.

In the event the Employer and the Union are unable to agree upon an arbitrator, the Employer and Union shall request the Federal Mediation and Conciliation Service to furnish a list of 11 Northwest arbitrators. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement, and shall not add to, detract or alter in any way the provisions of this Agreement. Any decisions shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator shall be equally shared by the Employer and the Union.

12.02 Failure of the Union to meet any of the timelines in Steps 1, 2 or 3 shall void the grievance. If the Employer fails to meet any of the timelines the grievance will be deemed to be referred to the next step of the grievance procedure. All time limits may be extended by mutual consent of the parties.

12.03 The grievance procedures of this Agreement shall be the exclusive remedy with respect to any dispute arising between the Union and Employer, and no other remedies may be utilized by any person with respect to any dispute involving this Agreement until the grievance procedures herein have been exhausted. If a grievance is being processed pursuant to this Rule and an employee or the Union pursues the same grievance through any other channel or method, then the Union and the employee agree that the grievance shall be considered to have been abandoned.

## **RULE 13 - JOB CLASSIFICATION AND PAY PLAN**

13.01 The Employer and the Union adopt the Skagit County Employee Classification and Salary Plan as set forth in Attachment A. Annual general increases will be applied to the Salary Plan as follows

13.1.1 Effective the January 1, 2017 there shall be a new wage table - Attachment A - that normalizes increase to 3.5% between each step and 7% between each range and increases overall by 2% compared to equivalent 2016 schedule.

13.1.2 Effective January 1, 2018 there shall be a 1% increase to the 2017 wage table.

13.1.3 Effective January 1, 2019 there shall be a 2% increase to the 2018 wage table

13.1.4 Retroactive wages will be calculated based on the YTD earnings of the employee and be paid in a lump sum. Employees who are members of the bargaining unit and on the payroll when the agreement is ratified by the Board of County Commissioners will be entitled to retroactive payments as described above.

| <u>Range</u> | <u>Classification</u>     |
|--------------|---------------------------|
| 1            | On-Call Purser Deckhand   |
| 2            | Part-time Purser Deckhand |
| 2            | Purser Deckhand           |
| 4            | Purser Deckhand II        |
| 5            | Mechanic/Deckhand         |
| 6            | Master Operator           |

13.03 All bargaining unit employees shall be assigned a position classification within Attachment A to this Agreement. New employees will normally be hired at Step 1. Progression beyond Step 1 will normally occur according to the following schedule:

|       |                                     |
|-------|-------------------------------------|
| 1 - 2 | 12 months (2080 hours)              |
| 2 - 3 | 12 months (2080 hours)              |
| 3 - 4 | 18 months (3120 hours)              |
| 4 - 5 | 18 months (3120 hours)              |
| 5 - 6 | 18 months (3120 hours)              |
| 6 - 7 | 18 months (3120 hours)              |
| 7 - 8 | 18 months (3120 hours) and 7 years. |

13.04 In the event a purser deckhand with an operator's license is called to operate any vessel, he or she shall be paid the first step of the salary range for the Master which represents a salary increase for the employee for the duration of the temporary assignment.

13.04.1 In the event a purser deckhand with an operator's license is regularly scheduled for a significant majority (i.e. 76%) of their scheduled hours to operate the vessel, he or she shall be paid at the step of the salary range for the Master appropriate to their hours worked "out of class" per the hours chart at Rule 13.03.

13.05 Employees who apply and are advanced by the Employer from On-Call to Part-Time shall be placed in Range 2 Step 1 and shall advance in steps commencing with their date of becoming Part-Time and based on hours worked at each step. On-Call employees are advanced after 2,080 hours of service.

13.06 While so assigned, the Senior Master shall, in addition to his/her regular wages, receive \$300 per month in compensation for performing duties required over and above operating the vessel.

## **RULE 14 - HOURS OF WORK**

14.01 One hundred seventy-six (176) regular hours to one hundred eighty-two (182) regular hours shall constitute a month's work for a regular full-time employee. The monthly schedule shall be designed to rotate full-time employees from weekdays to weekends and from day shift to night shift. All non-operating time shall be scheduled on weekdays, exclusive of holidays.

- 14.02 All regular full-time employees shall receive no less than the minimum monthly work hours inclusive of vacation, sick and other leaves, and overtime.
- 14.03 Regular part-time employees shall be guaranteed a schedule of an average of 90 hours per month (average based upon a one-year period). Regular part-time employees shall be scheduled for up to the first 176 hours within 21 days a month (unless waived by the affected employee), if hours are available.
- 14.03.1 After the schedule has been published, any additional available scheduled hours shall be offered to Regular Part-time, Part-time and On Call employees by seniority and classification.
- 14.04 Employees shall normally be entitled to a forty (40) minute paid lunch period and two (2) fifteen (15) minute breaks, except in cases of emergency or reduced staffing due to absences. Overtime will not be paid where an employee performs work within the period provided for lunch or breaks.
- 14.05 For the purpose of monthly shift scheduling, the published sailing schedule will be used to prepare the monthly shift schedule. This is to include one-half (1/2) hour prior to the first scheduled run and one-half (1/2) hour past the last scheduled run for the purpose of preparing and securing the vessel for service. The monthly schedule will be posted for the employees review ten (10) days prior to the month it is for.
- 14.06 All regular full-time, and when practicable regular part-time, employees shall have the minimum of three (3) consecutive days off per month. The ferry system manager will make a good faith effort to schedule one full or partial weekend off per month for each full-time employee. A weekend is defined as Friday, Saturday, and Sunday.
- 14.07 The work week shall commence at 02:01 (a.m.) Saturday and end on 02:00 (a.m.) Saturday.
- 14.08 A shift differential of \$8.00 per shift, not to exceed \$180 per month effective the first of the month following ratification over and above the regular rate of pay shall be paid to all employees beginning a regularly scheduled shift at Noon or later including a mid-shift that commences after 12:00 noon.
- 14.09 The Ferry System Manager (Ferry Manager) shall not be a Bargaining Unit position or occupied by a Bargaining Unit person. The Manager shall remain able to operate County equipment, vessels etc. whenever business need occurs and so long as no then currently employed Bargaining Unit person is laid-off as a direct result of the Ferry Manager performing such Bargaining Unit Work.

## **RULE 15 – OVERTIME**

- 15.01 The overtime rate shall be paid for at one and one half (1 1/2) times the straight-time rate for each classification in the following circumstances for regular full-time employees:
- 1) For every hour worked beyond 182 hours in one month.
  - 2) For time worked after the regular shift ends, provided that the employee has worked the entire shift and has not taken any paid leave during the shift.
  - 3) For time worked when the employee is called in for shift work during the regular sailing schedule, when the employee receives less than 24 hours notice. A minimum of two (2) hours of pay at the overtime rate shall be paid.
  - 4) For time worked when the employee is called in to work outside the regular ferry schedule for emergency runs or specials. A minimum of three (3) hours of pay at the overtime rate shall be paid.
- 15.02 Overtime worked in accordance with Rule 15.01 will be reported in 30-minute increments, and in 30 minute increments for overtime worked beyond the minimum overtime amounts specified in Rule 15.013) and 4).
- 15.03 Overtime shall be provided to regular part-time employees in the same manner as in 15.01 and 15.02, except that 3) shall not apply to regular part-time employees. Instead, regular part-time employees called in to work during the regular sailing schedule with less than 24 hours' notice shall receive two (2) hours at the overtime rate, but shall receive the straight time rate for any time worked thereafter during that shift.
- 15.04 Overtime shall be provided to On-Call, and Part-time employees in the same manner as in 15.01 and 15.02, except that 3) shall not apply to On-Call, Part-time employees.
- 15.05 Work on holidays. All employees required to work on holidays shall be paid in accordance with Rule 19.
- 15.06 Vacation leave shall not be considered as time worked for the purpose of computing overtime.
- 15.07 Mechanics hours shall be as follows:
- 1) Any revisions to the posted monthly schedule regarding the starting times for the coming work week shall be mutually agreed upon by the marine mechanic and the ferry system manager and posted on the work schedule in the ferry office by the last working day in the mechanic's previous work week.

- 2) Any call-in with less than twenty-four (24) hours' notice shall be paid at the over-time rate and be a two (2) hour minimum. Any call-in with more than twenty-four (24) hour notice will be paid at straight time rate until one hundred eighty two (182) hours are worked for the month.
- 3) If the call-in is on the mechanics regularly scheduled day, before starting time, he will be paid two (2) hours at the over-time rate. If mutually agreed upon by the manager and the mechanic, he may start his regularly scheduled day after the call-in, or come back at the previously scheduled time.
- 4) The mechanic will have Saturdays and Sundays off, unless mutually agreed upon by the manager and the mechanic or in the event of an emergency

15.08 Meetings and Training. Training and meetings time shall be paid at the regular rate and shall not be considered as overtime. This supersedes any other overtime language in this Agreement. Mandatory after hours training and meetings shall be paid at the overtime rate for employees who have worked a full scheduled shift. Employees will not be paid for travel time in connection with training and meetings when, in beginning or ending the work day, they travel between their residences and the location of the training or meetings. Employees are not entitled to a paid lunch period while attending training or meetings. Employees will not be required to attend training or meetings while on approved vacation, compensatory time off, sick leave or other approved leave. FLSA rules regarding travel time shall apply.

15.09 Compensatory Time. Subject to the discretion of the Director and with mutual agreement with the affected employee, compensatory time off may be granted for overtime worked.

- 1) In lieu of overtime pay, regular full-time and regular part-time employees may request, and shall be granted, compensatory time at the rate of one and one-half hours of compensatory time for each hour of authorized overtime worked; provided, however, that if said compensatory time off would interfere with the normal work requirements of the providing of public services, as determined by the Director of Public Works, overtime shall be paid.
- 2) Compensatory time will be limited to a maximum of sixty (60) hours off per year, e.g., forty (40) hours of overtime, provided that at no time may the balance of an employee's compensatory time off bank exceed forty (40) hours of compensatory time.
- 3) Accrued but unused compensatory time shall be cashed out in the employee's December paycheck at the end of each calendar year. December 15 will be used as the cut-off date for accrual and usage of comp time for the current year. During the year, and with the prior approval of the Public Works Director, the employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing

employee's current hourly rate of pay. A request for cash out of accrued compensatory time shall be made in writing on or before the 15th of the current payroll month.

- 4) The permission of the department head may be given to specific individuals to carry over compensatory time from one year to the next if special circumstances exist. Such special permission may be given for a single year only.
- 5) With the permission of the Supervisor, accrued compensatory time may be utilized in any amount, as long as the minimum amount taken is no less than one (1) hour. Employees must notify their supervisor two working days in advance of their intent to utilize accrued compensatory time. For purposes of calculating overtime, the use of accrued compensatory time shall not be counted as hours worked. Employees may not utilize accrued compensatory time if it results in the need to call in other personnel for overtime work.

15.10 There shall be no compounding of overtime.

## **RULE 16 – VACATIONS**

16.01 Regular full-time crew members shall receive vacation leave on the following basis:

Ten (10) days (100 hours) after twelve (12) months' service.  
Fifteen (15) days (150 hours) after thirty six (36) month's service.  
Twenty (20) days (200 hours) after one hundred twenty (120) months' service.  
Twenty-three (23) days (230 hours) after two-hundred forty (240) months' service.

Each employee's anniversary date shall be twelve (12) months after entering the service of the Employer.

16.02 Regular part-time employees shall receive vacation credits on a pro rata basis, based one hundred seventy six (176) hours per month. Regular part-time employees will move up to the next vacation accrual level on the following basis:

Ten (10) days after 2,112 hours  
Fifteen (15) days after 6,336 hours  
Twenty (20) days after 21,120 hours  
Twenty-three (23) days after 42,240 hours

16.03 No employees shall lose any vacation benefits by reason of illness.

16.04 Each employee who has completed a minimum of twelve (12) months of service and who is discharged for cause, or who terminates his employment, shall receive his/her accumulated vacation benefits per Rule 16.07.

- 16.05 Each employee entitled to vacation leave shall take his vacation at a time mutually agreed to between the Employer and employee.
- 16.06 Vacation pay shall be computed monthly on the basis of the straight time rate in effect at the time the vacation is taken.
- 16.07 Vacation leave is cumulative to a total of four hundred (400) hours, after which time, if not taken, it shall lapse month by month. At no time can an employee have more than four hundred (400) hours vacation credit. Upon retirement, termination or discharge, an employee may elect to cash out up to two hundred forty (240) hours of accrued vacation time.
- 16.08 Vacation time requested prior to the posting of the monthly work schedule shall be charged according to the following schedule. Vacation time requested after the posting of the monthly work schedule shall be charged off at the posted number of hours scheduled.

| <b>VACATION USAGE SCHEDULE</b> |               |               |               |               |               |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|
| Vacation Days                  | Hours Charged | Vacation Days | Hours Charged | Vacation Days | Hours Charged |
| 1                              | 0             | 11            | 50            | 21            | 120           |
| 2                              | 0             | 12            | 60            | 22            | 130           |
| 3                              | 0             | 13            | 70            | 23            | 130           |
| 4                              | 10            | 14            | 80            | 24            | 130           |
| 5                              | 20            | 15            | 90            | 25            | 130           |
| 6                              | 30            | 16            | 90            | 26            | 140           |
| 7                              | 40            | 17            | 90            | 27            | 150           |
| 8                              | 40            | 18            | 90            | 28            | 160           |
| 9                              | 40            | 19            | 100           | 29            | 170           |
| 10                             | 40            | 20            | 110           | 30            | 180           |

## **RULE 17 - SICK LEAVE**

- 17.01 All regular full-time employees shall accumulate ten (10) hours sick leave for each completed month of service less any amount used to date. The regular part-time employees shall receive sick leave credit on a pro rata basis based on the total hours worked in the month up to 176 hours per month total hours worked monthly. The net balance of an employee's sick leave account at any time may not exceed 1200 hours.

Employees shall furnish an attending physician's report if illness extends beyond three (3) days, and any extension of time thereafter, as requested by Employer. The Employer may, pursuant to RCW 49.46.200, 49.46.210, and all applicable paid sick leave rules (WAC 296-128), request, at its option and its expense, a verifying statement.

Sick leave hours shall be deducted based on actual number of hours absent from scheduled work times.

17.02 Sick leave shall be granted for the following reasons:

- A. Personal illness or physical incapacity which renders the employee unable to perform the duties of their position, exclusive of physical incapacity, self-inflicted.
- B. Enforced quarantine in accordance with health regulations.
- C. Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated below. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchildren, brother, sister, child, or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee's household. Each "instance" means each condition or period of illness. Leave for such reason shall not exceed three (3) days without the approval of the employee's supervisor.
- D. Medical, dental or optical appointments.

17.03 Sick leave shall be figured exclusive of days off.

17.04 The employee shall be responsible for notifying his supervisor one (1) hour or more prior to the work shift if on sick leave whenever possible.

17.05 Regular part-time employees who accept a call-in shift and become ill prior to or on that day shall receive sick leave benefits.

17.06 Effective January 1, 2018 Skagit County will implement the Washington State Paid Sick Leave law in accordance with RCW 49.46.200 and RCW 49.46.210 and all applicable paid sick leave rules (WAC 296-128).

## **RULE 18 - OTHER LEAVE**

18.01 ***Bereavement Leave.*** In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) working days or which is not more than forty (40) working hours of leave with pay to attend to personal matters. Regular Part Time employees shall receive bereavement leave based on their percentage of full-time employment.

### **Definition of Immediate Family**

Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal

guardianship or custody. Family members include those persons in a "step" relationship

- 18.02 **Unpaid Leave of Absence.** All requests for Unpaid Leave of Absence shall be submitted in writing to the Department Head with a copy to the IBU. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Employer shall respond to the requests for leave of absence in writing within ten (10) working days with a copy to the Union. The length of leave of absence shall be at the discretion of the Employer, and shall not be subject to the grievance procedure. Approved leave requests of six (6) months or less assure the employees' reinstatement to their current position.

Realizing an employee's first obligation is to the Employer, no leave of absence without pay shall be granted for other employment or work by the employee. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.

- 18.03 **Jury Duty.** An employee called for jury duty shall be paid the difference between the fee for such service and the amount of straight time earnings lost due to such service.

## **RULE 19 - HOLIDAYS**

- 19.01 The following shall be paid holidays for employees covered by this bargaining agreement:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Columbus Day  
Thanksgiving Day  
The day after Thanksgiving Day  
Christmas Day  
1 Floating Holiday

The Parties agree to maintain the practice in place upon adoption of this Agreement regarding the amount of holiday pay for each holiday observed.

- 19.02 **WORK ON HOLIDAYS.** All employees required to work on holidays shall be paid one and one half (1-1/2) times the regular rate of pay for each hour worked for the first ten (10) hours during the period from midnight to midnight of the holiday. This is in addition to regular holiday pay.

19.02.1 Any hours worked in excess of a normal ten (10) hour shift on a holiday will be paid at two (2) times the regular rate of pay.

19.02.2 Holiday assignments will be equalized among regular full-time employees, as far as is practicable.

**19.03 REGULAR HOLIDAY PAY** Regular full-time employees not scheduled to work on a paid holiday shall be paid for ten (10) hours at the straight time rate of pay. Regular Part-Time employees shall be paid on a pro-rated basis based upon the percentage of a full-time schedule of one hundred seventy-six (176) hours per month during the preceding month.

## **RULE 20 - HEALTH AND WELFARE**

20.01 Effective 1/1/2008 all eligible bargaining unit employees shall participate in the Standard Medical Plan (SMP), which includes the provisions of Section 4.8, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 20.4, 20.5 or 20.7. The SMP shall be the Plan adopted by the County.

20.02 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:

20.02.1 The Parties have agreed that an appropriate division of the SMP "Operating Cost Sharing" (SMP-OCS) is to be 80% through County funding and 20% through beneficiaries' payments for services over a rolling three (3) year period.

20.02.2 The County shall provide funding of the SMP as follows:

20.02.2.1 For 2017 the County shall fund the SMP

20.02.2.2 For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.

20.02.2.3 For 2019 the County shall fund the SMP at no more than 106.5% of the 2018 funding level however if the full 106.5% is not used in 2018, the amount not used shall be added to the 106.5% but not more than 110% of the 2017 funding level.

20.02.2.4 In the event County funding provided in Subsections 20.02.2.1 through 20.02.2.3 should result in a SMP-OCS division where County funding is less than 80% of the SMP-OC over a three (3) year period the County shall increase its funding above the level required in this Section 20.02.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS

20.02.3 In the event a specific SMP employee benefit choice require an employee payment to the County in order to obtain such benefit coverage (i.e. employee contribution for spousal benefits) such employee payment is hereby

authorized for payroll deduction by Section 20.02.3 of This Agreement. To the extent the County may be able to do so such payments shall be deducted on a "pre-tax" basis.

20.03 All funding set out in Section 20.02 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.

20.04 Should the SMP accumulate "surplus reserves" (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP to provide funding of the SMP for actuarial predictable "bad years") such surplus reserves shall be available for:

20.04.1 Maintaining fund stability consistent with Section 20.02 and its subsections;

20.04.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP benefit improvements as do not weaken the long term sustainability of the SMP at the current and future funding levels; plus, such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.

20.05 Should the SMP experience negative actuarial trend experience altering the division of SMP-OCS as provided in Section 20.02, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP, shall meet and make said possible recommendations for the following plan year within the division of SMP-OCS provided in Section 20.02.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such sound actuarially sound recommendation for benefit modifications by the Benefit Committee.

20.05.1 The Benefits Committee may have one representative from each bargaining unit and such additional unit members as the County shall agree to upon the Union request, appointed by the Union, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County's consultants and the HR department.

20.06 If any change(s) to the SMP is required by the program provider or federal or state law, the Employer shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.

- 20.07 The parties agree that the ability of employees to continue participation in Optional Dental or HSA at the additional cost to be paid for by the employee. Participation in the Health Savings Account shall be in accordance with the adopted plan as previously presented by the County, for employees.
- 20.08 The Employer agrees to provide a dental plan, comparable or better than the Skagit County Dental Trust, Group Dental Insurance Plan, for bargaining unit members and dependents, with the full premium paid by the employer.
- 20.09 The Employer agrees to provide a vision plan, comparable or better than the Washington County's Insurance Fund Plan, for bargaining unit members and dependents, with full premium paid by the employer.
- 20.10 The Employer agrees to provide a life insurance plan, comparable or better than the Washington County's Insurance Fund, Group Accidental Death and Dismemberment Plan, for bargaining unit members and dependents, with full premium paid by the employer.
- 20.11 Part-time (and/or On-call) staff who average 17 ½ hours per week during the prior 6 months (prior to April 17, 2006) will be covered with medical benefits on same basis as Regular Part-Time employees, effective the 1<sup>st</sup> of the month following signing by the BOCC (Board of County Commissioners) (Note: Premiums are collected in May for June premiums).
- 20.12 This Article 20 shall be applied such that should any other non-arbitration unit have improved provisions beyond as provided herein, this Article 20 shall be applied to include such improved provisions.

## **RULE 21 - MAINTENANCE AND CURE**

- 21.01 When a crew member is entitled to daily maintenance, it shall be at the rate of thirty-seven dollars and fifty cents (\$37.50) per day. In addition to and separate from the daily maintenance rate, the Employer will pay a wage substitute of thirty-seven dollars and fifty cents (\$37.50) per day. The wage substitute payment shall be subject to applicable taxes. Should any lawsuit arise concerning any job-related injury or illness, any settlement or judgment related thereto will be reduced by the amount of wage substitute money received.
- 21.02 In order to be eligible to receive maintenance and cure, an employee must furnish a report from his or her attending physician detailing the nature of the injury, treatment plans, and an expected return to work date.
- 21.03 Following an on the job injury or illness, an employee shall receive unearned wages until he or she has been released by his or her attending physician to return to work or until the end of the current pay period, whichever comes first. Should it be necessary for an employee to be absent from work due to an on the job injury or illness in excess of this period, the employee may supplement his or her daily

maintenance with sick or vacation leave to replace lost wages. If an employee elects to utilize sick or vacation leave to supplement his or her daily maintenance, the combined rate for maintenance and sick or vacation leave shall not exceed the employee's regular pay.

- 21.04 Transportation to or from a hospital is to be furnished by the Employer if the employee becomes ill or is injured on duty.
- 21.05 Wages and maintenance and cure shall not be withheld merely because an employee claimant has also filed a claim for damages or has filed suit therefore, or has taken steps toward that end, regardless of the Employer's arrangement with any insurance company.
- 21.06 Crew personnel will be reimbursed for the loss of personal effects, equipment or instruments resulting from shipwreck, stranding, sinking, burning or collision of the vessel in an amount not to exceed four hundred dollars (\$400.00). Each employee must provide the Employer with an itemized list including replacement value.

## **RULE 22 – STANDARD DRESS**

- 22.01 The Employer shall provide a standard uniform, which will include shirts, pants as needed. Rubber boots, one (1) set of rain gear and a winter coat will be provided on an as needed basis not to exceed one (1) item each per year, and maintenance of said uniform.
- 22.02 Effective in 2008 the County shall provide a \$200.00 "boot allowance" to regular fulltime employees and \$150.00 to regular part-time employees. Such amount is to be paid with the February 25<sup>th</sup> check and shall be subject to applicable taxes. In the event the County shall have a boot or clothing requirement such as "non-skid" boots, employees shall comply with that requirement.

## **RULE 23 - MANAGEMENT RIGHTS**

- 23.01 The Employer shall retain all customary, usual and exclusive rights, functions, prerogatives, and authority connected with or incident to its responsibility to manage the affairs of the employer. The Employer shall have the unqualified right to unilaterally modify any employment condition not covered by the terms of this agreement without bargaining either the decision to do so, or its impact on the bargaining unit. Provided, however the Union and the Employer shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances or other problems, and to improve relations between the parties.

Without limitation and by way of illustration, the exclusive rights, functions, prerogatives and authority of the Employer shall include the following:

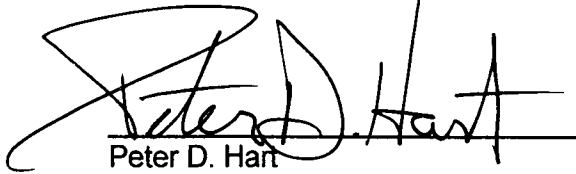
1. To determine the specific programs and services offered by the Employer, and the methods, means and facilities by which they shall be effectuated; to implement new, and to revise or discard (whether in whole or in part) procedures, materials, equipment, and facilities.
2. To determine the nature and qualifications of the work force, to introduce duties and equipment to the bargaining unit as a whole and employees individually, to direct and evaluate the employees individually, to direct and evaluate the employees in the performance of their work assignments.
3. To recruit, hire, promote, lay off and retain employees.
4. To discipline, suspend, demote and discharge employees for just cause, and to discharge probationary employees.
4. To make and modify rules and regulations for the operation of the department and conduct of its employees and performance standards.
5. Before subcontracting any work normally performed by the bargaining unit employees, the Employer will give the Union at least 60 days notice of its interest in doing so and, upon request, will meet to negotiate the decision and the effects of the decision on bargaining unit employees. If the Employer gives such notice, the parties shall immediately meet to negotiate with respect to the subcontracting decision and its effects on bargaining unit employees, with the first meeting to occur within 21 calendar days following the date of the notice.

## **RULE 24 - TERM OF AGREEMENT**

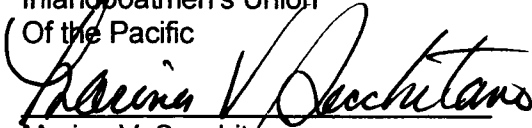
- 24.01 This Agreement shall become effective on the date of ratification by the Employer and shall remain in full force and effect until and through December 31, 2019. Should either party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2019. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay. Written notice by either party of a desire to change or modify the Agreement prior to ninety (90) days prior to December 31, 2019, are subject to negotiations.
- 24.02 Either Party may open this agreement for the negotiation of wages for any year of this Agreement where wages are not established in Attachment A by giving notice prior to August 1 of any contract year of its desire to change wages to be paid in the next contract year.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed  
this 22 day of April, 2019.

**INLANDBOATMEN'S  
UNION OF THE PACIFIC**



Peter D. Hart  
Inlandboatmen's Union  
Of the Pacific



Marina V. Secchitano,  
IBU National President

**BOARD OF CO. COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair



Ron Wesen, Commissioner



Kenneth A. Dahlstedt, Commissioner



Attest:

Clerk of the Board

## ATTACHMENT A

### SKAGIT COUNTY EMPLOYEE CLASSIFICATION AND SALARY PLAN

| Proposed 2019 (with 2% GI applied) |            |         |         |         |         |         |         |         |                    |
|------------------------------------|------------|---------|---------|---------|---------|---------|---------|---------|--------------------|
| DURATION (MONTHS)                  |            | 12      | 12      | 18      | 18      | 18      | 18      | 18      | Additional<br>3.5% |
| Range                              | PAY PERIOD | STEP 1  | STEP 2  | STEP 3  | STEP 4  | STEP 5  | STEP 6  | STEP 7  | STEP 8             |
| Gen Increase 2.00%                 |            |         |         |         |         |         |         |         |                    |
| 1                                  | HOURLY     | \$20.55 |         |         |         |         |         |         |                    |
| 2                                  | HOURLY     | \$20.55 | \$21.27 | \$22.01 | \$22.78 | \$23.58 | \$24.41 | \$25.26 | \$26.15            |
| 3                                  | HOURLY     | \$22.01 | \$22.78 | \$23.58 | \$24.41 | \$25.26 | \$26.15 | \$27.06 | \$28.01            |
| 4                                  | HOURLY     | \$23.58 | \$24.41 | \$25.26 | \$26.15 | \$27.06 | \$28.01 | \$28.99 | \$30.00            |
| 5                                  | HOURLY     | \$25.26 | \$26.15 | \$27.06 | \$28.01 | \$28.99 | \$30.00 | \$31.05 | \$32.14            |
| 6                                  | HOURLY     | \$27.06 | \$28.01 | \$28.99 | \$30.00 | \$31.05 | \$32.14 | \$33.26 | \$34.43            |

Wages for 2017 and 2018 shall be the 2016 wage rates with a lumpsum payment for employees employed on the date of adoption based on the following:

1. Each employee shall have the agreed individual percentage (which shall not be less than 2%) multiplied times their 2017 Year End Gross pay.
2. Each employee shall have their individual percentage from 1. above increased by one (1) percent (%) and that resulting percentage shall be multiplied by their Year End Gross for 2018
3. Each employee shall have their individual percentage from 2. above increased by two (2) percent (%) and that resulting percentage shall be multiplied by their Year To-Date Gross for 2019 pay which was owed for wages not paid at the rates in the Wage Table above.

## Attachment B

### 2017 Wage Table implementation

Employees moving from the 2016 grid to the 2017 No GI wage grid where:

- The wage rate is the same or is an increase of any amount shall retain their Range and Step as well as their Step Date
- The wage rate in their same Range and Grade results in a reduction of any amount will be advanced on the same Range by one (1) Step and shall have their Step Date changed to January 2017 for purposes of subsequent Steps
- The employee is at the top of the Range and would be reduced will continue (i.e. frozen) at the top step and shall receive the wage rate of future wage grids as they are increased beyond the “frozen” rate.

### 2017 Medical Highlight of Changes

For purposes of explanation and without augmenting the provisions of Article 4 in any way effective 1/1/2017 the SMP shall be adjusted as follows:

1

|                                   |  |                                                   |
|-----------------------------------|--|---------------------------------------------------|
| Deductible Single/Family          |  | \$500/\$1000                                      |
| Coinsurance                       |  | 80%/60%                                           |
| Out of Pocket Max                 |  | \$2,500/%5000                                     |
| RX Cost Sharing                   |  | \$15/\$30/\$50/20% (subject to out of pocket max) |
| Max RX copay                      |  | 20% up to \$200, per 30 day fill                  |
| Emergency Room Copay              |  | \$100 (waived if admitted)                        |
| Employee Contribution for Spouses |  | \$100/month                                       |
| Coordination of benefits          |  | Integrated                                        |

2. The following enhancements shall be added to the SMP effective 1/1/2017
  - a. Increase alternative care sessions from twenty-four (24) to thirty (30) per year.
  - b. Remove Pulmonary and Cardiac therapy from inclusion in alternative care group and create a new group including both therapies with a limit of thirty (30) sessions per year.
3. Effective 1/1/2017 annual dental limits for covered individuals shall increase from one-thousand-five-hundred (\$1,500) dollars to two-thousand (\$2,000) dollars. All other dental benefit coverages remain the same.
4. Effective 1/1/2017 the County shall provide all employees covered by this contract with a Long Term Disability Policy that provides coverage of 50% of the employee's

compensation. Coverage limits will be as set by the plan documents.

5. Effective 1/1/2017 the County shall increase the basic life insurance coverage of employees covered by this contract to \$25,000.

6. In order to assist employees in the transition to the SMP 500 an HRA-VEBA account shall be established for all employees enrolled in the SMP 500. \$600 shall be contributed by the County in 2017 to the account of each regular full-time employee who is employed as of 1/1/17. Employees who are hired after 1/1/17 shall receive a pro-rated portion based on their benefit eligibility date. Regular part-time employee's contribution shall be based on their percentage of full-time status as 1/1/17 or if hired after that date, as of their date of hire.