

COLLECTIVE BARGAINING AGREEMENT



INLANDBOATMEN'S UNION OF THE PACIFIC



Date of Adoption

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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 The parties strive to have collaborative labor relations. Collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). This includes making a genuine effort to ensure that both Parties' interests have been discussed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the County. Collaboration shall be not construed as a waiver of any Union or County.
- 1.03 **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.
 - 1.03.1 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
 - 1.03.2 The Union Steward shall not suffer any lost wages when they meet with the ferry manager during their scheduled work hours to discuss current operations and planned future issues.
- 1.04 **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 173 hours per month up to 182 hours per month.

2. **REGULAR PART-TIME EMPLOYEE:** An employee working a regular schedule of at least a minimum of 120 hours up to a maximum of 182 hours per month. Regular Part Time Purser/Deckhand and Purser/Deckhand II and Regular Part Time Master employees as of October 9, 2025 shall be grandfathered into a schedule with a minimum of 90 hours per month. All future hires into these roles shall be held to a 120 hour requirement/guarantee.
3. **PART-TIME EMPLOYEE:** An employee who is scheduled to fill shifts that cannot be filled by Regular employees. **PART-TIME EMPLOYEE.** 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. On-Call Employees who qualify, by way of time in service for DRS benefits, and who average 120 or more hours per month, as evaluated every 6 months, are eligible for paid vacation, holidays, and sick leave at the entry level rate pro-rated for their 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.

4.01.3 The Union Steward shall be allowed thirty (30) minutes, unpaid, to meet with all new hires within the first thirty (30) days of hire. The Union shall provide at least 48 hours of notice in advance to the County regarding the scheduled date and time.

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

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 Effective January 1, 2026, there shall be a 2.65% increase to the 2025 wage table wage table resulting in a 2026 wage table.

13.02 The Employer will conduct a wage survey with results sent to the Union by June 30, 2026.

13.03 The Employer and Union will meet prior to January 1, 2027 for a wage opener.

Range	Classification	On-Call	Purser
1	Probationary Deckhand		
2	On-Call Purser Deckhand &		
3	Full Time Purser Deckhand		
4	Purser Deckhand II working in classification		
5	Engineer		
7	Master & all other Employees signed off and working in Master classification		

13.03 Effective January 1, 2026 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	12 months (2080hours)
4 - 5	12 months (2080hours)
5 - 6	12 months (2080hours)
6 - 7	12 months (2080hours)
7 - 8	12 months (2080hours)

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 7 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 7 for the Master appropriate to their hours worked "out of class" per the hours chart at Rule 13.03.

13.05 On-Call employees are advanced to the next step 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 Prospectively from execution of this Agreement, one hundred seventy-three (173) 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 may be designed to rotate full-time employees from weekdays to weekends. 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 120 hours per month (average based upon a one-year period). Regular Part Time Purser/Deckhand and Purser/Deckhand II and Regular Part Time Master employees as of October 9, 2025 shall be grandfathered into a schedule with a minimum of 90 hours per month. All future hires into these roles shall be held to a 120 hour requirement/guarantee. Regular part-time employees shall be scheduled for up to the first 173 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 \$15.00 per shift, 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 (or supervisor) shall remain able to operate County equipment, vessels etc. if business needs occur with less than twenty-four (24) hours notice and so long as no currently employed bargaining unit person is readily available and is passed over as a direct result of the Ferry Manager (or supervisor) performing such bargaining unit work. The Ferry Manager (or supervisor) will not be scheduled for shifts.

14.10 Employee(s) shall be paid a minimum of two hours (2) straight-time for any assigned work, meeting or training including any meeting or training that is canceled within 24 hours of the scheduled start of meeting or training.

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 three (3) 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 four (4) 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 15.01 3) 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 three (3) all hours at the overtime rate, and 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 for an engineer with less than twenty-four (24) hours' notice shall be paid at the overtime rate with a three (3) hour minimum.
- 3) If the call-in is on the mechanics regularly scheduled day, before starting time, he will be paid three (3) 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 unless the employee has worked to the 182 hour maximum straight-time threshold. 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) 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:

104 hours (Ten point four (10.4) days) from zero through thirty six months of service.
150 hours (Fifteen (15) days) after thirty six (36) months service.
200 hours (Twenty (20) days) after one hundred twenty (120) months service.
230 hours (Twenty-three (23) days) after two hundred forty (240) months service.
Each employee's anniversary date shall be twelve (12) months after entering the service of the Employer.

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 on one hundred seventy-three (173) hours per month. Regular part-time employees will move up to the next vacation accrual level on the following basis:

104 hours (Ten point four (10.4) days) from 0 through 6,227 hours.

150 hours (Fifteen (15) days) after 6,228 hours.

200 hours (Twenty (20) days) after 20,760 hours.

230 hours (Twenty-three (23) days) after 41,520 hours.

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

16.04 Each employee who has satisfactorily completed the probationary period, a minimum of twelve (12) months of continuous service, and who resigns with a minimum of two weeks' notice, 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.

VACATION USAGE SCHEDULE					
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 173 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.
- E. Any other reason required by applicable law.

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 Employees, who accept a call-in shift and become ill prior to or on that day must use 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).
- 17.07 Employee Separating Service. Regular full time or regular part time employees with five (5) years or more of service and who separate from employment while in good standing, may cash out 25% of their sick leave bank. (Cash out not to exceed 80 hours.)
- 17.08 Retiree Sick Leave Cash Out. Regular full time or regular part time employees with five (5) years or more of service and who retire from employment while in good standing, may cash out 50% of their sick leave bank. (Cash out not to exceed 320 hours.)
- 17.09 Death Sick Leave Cash Out. Upon death, regular full time or regular part time active employees will receive a cash out of 100% of their accrued sick leave.

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	Veteran's Day
Martin Luther King's Birthday	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	1 Floating Holiday
Labor Day	

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-three (173) hours per month during the preceding month.

19.03.1 On-Call Employees who qualify, by way of time in service for DRS benefits, and who average 120 or more hours per month, as evaluated every 6 months, are eligible for holiday pay, pro-rated for their evaluated hours. If during the next evaluation cycle an employee does not average 120 hours or more per month, they will lose pro-rated holiday pay until they requalify. They may receive it during the next 6-month evaluation cycle after they requalify.

RULE 20 - HEALTH AND WELFARE

20.01 Effective 1/1/2008 all eligible bargaining unit employees participate in the Standard Medical Plan (SMP) or High Deductible Health Plan (HDHP), 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/HDHP 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/HDHP shall be the Plan adopted by the County.

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

20.02.1 The Parties have agreed that an appropriate division of the SMP/HDHP "Operating Cost Sharing" (SMP/HDHP -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 In the event a specific SMP/HDHP employee benefit choice require an employee payment to the County in order to obtain such benefit coverage (i.e. employee monthly contribution, contribution for spousal benefits etc.) 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/HDHP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.

20.04 Should the SMP/HDHP accumulate "surplus reserves" (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP/HDHP to provide funding of the SMP/HDHP 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/HDHP benefit improvements as do not weaken the long term sustainability of the SMP/HDHP 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/HDHP experience negative actuarial trend experience altering the division of SMP/HDHP -OCS as provided in Section 20.02, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP/HDHP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP/HDHP, shall meet and make said possible recommendations for the following plan year within the division of SMP/HDHP -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/HDHP 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/HDHP 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 1st 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 fifty dollars (\$50.00) 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 upon ratification, the County shall provide a \$225.00 "boot allowance" employees who have successfully completed probation. Such amount is to be paid with the February 25th 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, 2027. 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, 2027. 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, 2027, 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.

DATED this 1 day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Peter Browning

Peter Browning, Commissioner

Attest:

Amber Erys

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Don M. H.

Department Head

County Administrator

Approved as to form:

Christopher A. Hart

Civil Deputy Prosecuting Attorney

INLANDBOATMEN'S
UNION OF THE PACIFIC

Christopher M. Simmons

Christopher Simmons
Puget Sound Regional Director,
Inlandboatmen's Union Of the Pacific

Approved as to indemnification:

Robert Estrada

Risk Manager

Robert Estrada

Robert Estrada
IBU National President
Inlandboatmen's Union Of the Pacific

Approved as to budget:

Sasha Togni

Budget & Finance Director

ATTACHMENT A UPDATE AS NECESSARY TO REFLECT NEW WAGE TERMS.

SKAGIT COUNTY EMPLOYEE CLASSIFICATION AND SALARY PLAN

SKAGIT COUNTY 2026 SALARY SCHEDULE IBU - Inlandboatmen's Union 2.65% COLA									
DURATION (MONTHS)		12							
Range	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	HOURLY	\$27.90							
2	HOURLY	\$27.90	\$28.87	\$29.88	\$30.93	\$32.01	\$33.15	\$34.31	\$35.50
3	HOURLY	\$29.88	\$30.93	\$32.01	\$33.15	\$34.31	\$35.50	\$36.73	\$38.02
4	HOURLY	\$32.01	\$33.15	\$34.31	\$35.50	\$36.73	\$38.02	\$39.36	\$40.72
5	HOURLY	\$34.31	\$35.50	\$36.73	\$38.02	\$39.36	\$40.72	\$42.15	\$43.64
7	HOURLY	\$39.36	\$40.72	\$42.15	\$43.64	\$45.16	\$46.74	\$48.39	\$50.06

Classifications are at §§ 13.03.