

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
INLANDBOATMEN'S UNION of the PACIFIC, ALASKA REGION
representing the
AMHS UNLICENSED VESSEL EMPLOYEES

COLD Eligibility Timeframes

15-II-034

It is agreed between the parties that the following terms and conditions of employment apply to all employees covered by the Inlandboatmen's Union of the Pacific, Alaska Region. No provision of the July 1, 2014, through June 30, 2017, master agreement not specifically referenced herein is modified by this agreement.

1. The parties agree that when an employee is eligible for the Cost of Living Differential (COLD) provided in Rule 17.01, and they are required to provide additional information to support a claim of continued eligibility for COLD payments, the employee will have ninety (90) days to provide this information. The ninety (90) day timeline starts on the day the Employer mails the first notice requesting additional information to continue eligibility.
2. During this ninety (90) days timeframe, the employee will continue to receive COLD payments.
3. If at the end of the ninety (90) days period the Employer has not received enough information to confirm continued eligibility, the COLD payments will be turned off, and the Employer will collect back the COLD payments paid during the ninety (90) days timeframe.
4. If the employee provides information confirming eligibility for COLD payments after ninety (90) days, the COLD payments will start again effective the date the Employer received the information necessary to confirm COLD eligibility.
5. The parties agree that the collection of COLD payments retroactively in the event the employee is not determined to be eligible for COLD, as outlined in item #3 of this LOA, is not subject to the provisions of Rule 14 of the CBA.
6. The Union does not waive its rights to utilize the provisions of Rule 14 regarding the determination of COLD eligibility itself.

This agreement supersedes LOA 13-II-164, is effective July 1, 2014, and remains in effect through June 30, 2017, except it may be canceled by either party with fifteen (15) calendar days written notice. This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:



Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

9/3/14
Date

FOR IBU:



Ricky Deising, Regional Director
Inlandboatmen's Union of the Pacific
Alaska Region

9/3/14
Date