

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

Two-week Dispatching

15-11-289

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. Rule 23.12 - Requesting Vacation, is amended as follows:
Requests for vacation must be received by the Dispatch Office not later than thirty (30) days prior to the commencement of the two-week work schedule for which the absence is requested. Dispatch will approve or deny vacation requests (20) days prior to the commencement of the two-week work schedule. Employees in the Southeast System may be granted up to two (2) weeks of vacation during the period June through September. If dates of a request for vacation conflict, seniority shall apply. Requests for vacation in periods other than detailed above shall be granted at the discretion of the Employer.
2. Rule 27.01 (A) through (E) is amended as follows:
 - (A) In the application of seniority under this Rule, if an employee has the necessary qualifications to perform in accordance with job requirements, seniority shall prevail. Work assignments will be scheduled on a two-week basis, coinciding with the pay periods.
 - (B) Time requirement for requesting absences shall be in accordance with Rule 23.12.
 - (C) The Pay Period Crew List will be completed in its entirety and posted by the AMHS Dispatchers by 2:00 PM on Wednesday prior to the end of each pay period. Every effort will be made to ensure there are no positions left vacant. Any errors discovered in the crew lists must be brought to the attention of Dispatch no later than 2:00 PM on the following Friday and any such errors may be corrected by Dispatch by 4:30 PM that day without penalty. Employees affected by any corrections will be contacted by Dispatch. The Pay Period Crew List will be considered locked as of 4:30 PM on the posting Friday. No updates will be posted mid pay period.
 - (D) Once the Pay Period Crew List is posted, but prior to the start of the assignment, emergency or unscheduled vacancies will first be filled by seniority by a RAE, DRAE or RARE employee (either on the crew list for that vessel or on the next-to-go list) with job seniority in the classification being filled. If a qualified RAE, DRAE or RARE is not available, the relief assignment will then be filled by a RAE, DRAE or RARE with job seniority in the next lower classification in the applicable line of progression (again either on the vessel's crew list or from the NTG list). In the event no qualified above-entry level employee is available, the relief assignment will then be given to an entry-level employee in the port of the position

being filled, based on department seniority. An unscheduled vacancy is defined as a vacancy that results from an employee requesting vacation after the deadline to submit requests, and approved by the Employer.

If an employee is offered a full assignment consistent with the choices on their Dispatch Selection Form, with less than twenty-four hours' notice they can turn the position down without penalty and they will stay on the next to go list in the proper seniority order, even if the employee has had seven days off.

If an employee is offered a full assignment consistent with the choices on their Dispatch Selection Form, with more than twenty-four hours' notice and the employee has had seven days off, the employee must go to the assignment. If the employee refuses the assignment they will be not necessarily dispatched for fourteen days.

In any event, if no employee accepts the assignment in the two paragraphs above, Dispatch will then rework the next to go list in reverse seniority order. Employees on the next to go list that refuse the assignment consistent with their choices on their Dispatch Selection Form, will be "not necessarily dispatched" for fourteen days, even if it is a last minute call. Employees that are "not necessarily dispatched" may be contacted and offered another assignment during the fourteen day period, but may refuse with no additional penalty.

Crewmembers will not be moved forward from assigned positions to fill unexpected vacancies during the two-week period, even if the earlier vacancy is at a higher grade level or would give the employee more hours in the pay period. No lost wages will be paid in this circumstance.

Unexpected vacancies occurring after the start of the assignment will be filled according to Rule 27.01 (G).

- (E) If an employee has been unfit for duty and has not made contact with and/or submitted documentation to Dispatch by noon on the Wednesday before the posting of the next two-week schedule, it will be assumed that the employee is still unfit and not be assigned for the following two-weeks. However, if a non-RAE employee submits a fit for duty after the crew lists are posted, they will first be used to fill unexpected vacancies, then the employee will be assigned in the following schedule.

If the employee has no personal leave hours available or the dates they were unfit do not coincide with the missed assignment they will be placed on the next to go list. In order to be placed on the next to go list in these situations the employee is responsible for notifying Dispatch that they either do not have personal leave hours or that the dates of their unfit status do not coincide with their missed assignment.

If an employee has been fit and becomes unfit after crew lists have been posted, it will be assumed that the employee will remain unfit for one assignment only and will remain on the schedule and not be replaced unless the unfit for duty form reflects an unfit period exceeding the length of one assignment.

3. Rule 27.01 (G) is amended as follows:

(G) TEMPORARY UPGRADES ONBOARD THE VESSEL

Temporary upgrades onboard vessels are to fill unexpected vacancies after crew change. The shipboard supervisor will recognize seniority in filling above entry-level relief assignments in order to promote upward mobility and the training of employees. Therefore, whenever possible, an above entry-level relief assignment shall be filled by temporary upgrade of an employee onboard the vessel, including employees onboard traveling on a Deadhead Pass to an assignment on that vessel, with job seniority in the next lower classification in the applicable line of progression. If no qualified employees in above-entry level positions are available for upgrade, the relief assignment will then be given to an entry-level employee, based on department seniority.

This agreement is effective (Monday of last week of current crew list following signing) through June 30, 2017, and may be canceled by either party with forty-five (45) 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:

/*Signature on File*/

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

9/9/15

Date

FOR IBU:

/*Signature on File*/

Joshua J. Stephenson, Regional Director
Inlandboatmen's Union of the Pacific
Alaska Region

9-4-15

Date