

COLLECTIVE BARGAINING AGREEMENT

between the

STATE OF ALASKA



and the

**INLANDBOATMEN'S UNION of the PACIFIC
ALASKA REGION**

2004-2007

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RULE 1 – SCOPE

1.01 The Rules contained herein constitute an Agreement between the STATE OF ALASKA, hereinafter referred to as the Employer, and the INLANDBOATMEN'S UNION OF THE PACIFIC, ALASKA REGION, representing the employees as classified within this Agreement, hereinafter referred to as the Union, governing wages, hours and conditions of employment on the Employer's ferries and any other waterborne carrier owned, operated, or leased for operation by the Marine Highway System, State of Alaska. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term except those that specifically arise through Rule 37.

1.02 Any additions, deletions or changes that are negotiated during the life of this Agreement shall be in the form of a written amendment or addendum and shall become part of this Agreement.

1.03 It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer but when the Employer contemplates a change in policy affecting the welfare of the employee, proper and reasonable notice shall be given to the Union. Should a dispute arise, it shall be settled in accordance with Rule 14.

1.04 - Labor Management Committee

Purpose. The purpose of labor-management committees, where established, is to facilitate communication between the parties and to promote a climate conducive to constructive Employer/employee relations.

Procedures

A joint labor-management committee may be established by written agreement at the executive level. Agreements establishing committees shall be entered into by the Division of Labor Relations and the Union.

Committees shall meet as agreed. Written agenda will be prepared and forwarded to the Division of Labor Relations and the Union in advance of all meetings.

Committees shall have no power to contravene any provision of this Agreement, to enter into any agreements binding the parties, or to

resolve issues or disputes surrounding the implementation or interpretation of the Agreement. Matters requiring a contract modification shall not be implemented until a written letter of agreement has been executed by the Union and the Employer.

No discussion or review of any matter by a committee shall forfeit or affect the time frames of any dispute resolution procedure contained in this Agreement. Issues that should be resolved through such procedures shall be referred to and handled pursuant to that procedure. Matters that have been submitted to any formal dispute procedure or that are in litigation shall not be discussed.

1.05 Commencing in calendar year 2005, the State of Alaska shall have the ability to contract for the passenger and vehicle service for the following ports: Angoon, Gustavus, Hoonah, Kake, Tenakee and Pelican and IBU jurisdiction shall not apply.

RULE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive representative of all employees as classified herein, and as the sole collective bargaining agent for the purpose of acting for the employees in negotiating wages, hours, conditions of employment and interpreting this Agreement, and adjusting disputes.

RULE 3 - HIRING

3.01 The Employer may employ from any source, including the Union, but shall give first consideration to applicants who are residents of Alaska. If called upon to do so, the Union agrees to furnish the Employer qualified and satisfactory personnel for any classification covered by this Agreement.

3.02 The employer will notify the Union's Regional Office of each employee hired or separated within ten (10) working days of the action.

3.03 The Union agrees that all nonpublic personnel information provided to them by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.

3.04 The Union will provide the Employer with an Employee Contact Form which the Employer will include in all "new hire" and "orientation" packets for unlicensed vessel employees. The Employer will return the

contact form to the Union in a timely manner. Disputes arising under Rule 3.04 shall be processed only under the parties' complaint procedures.

RULE 4 - DEFINITIONS

4.01 - Employees

(A) Regularly Assigned Employee. An employee who has been awarded a specific position on board a given vessel in accordance with Rule 28 of this Agreement and who is working their Regularly Assigned Position.

(B) Relief Employee. An employee with a minimum of thirty (30) company seniority points who is working on an as-needed basis.

(C) Seasonal Employee. An employee who has less than thirty (30) company seniority points and who does not have a Regularly Assigned Position.

(D) Regularly Assigned Relief Employee (RARE) . An employee who has been awarded a bid job in a given classification to relieve Regularly Assigned Employees (RAEs) for vacation or sick leave, or to fill vacant bid positions in the given classification until the implementation of new bid awards.

Employees assigned as RAREs may be required to work irregular assignments without benefit of a scheduled week off.

(E) Displaced Regularly Assigned Employee (DRAE) . A Regularly Assigned Employee (RAE) who is displaced in the work force.

(F) Probationary Employee. An employee who has not completed 1,092 hours in work status in the southeast system or 1,456 hours in work status in the southwest system.

(G) Extra Employee. An employee who is dispatched for less than a full workweek and is in addition to the minimum number of positions authorized by AMHS for the full workweek on the weekly crew list.

(H) Inport Extra. An employee who works on board an AMHS vessel while the vessel is in revenue service and in port. The Inport Extra will not be considered part of the sailing crew.

(I) Reduction In Force. Reduction In Force (RIF) is defined as any time an AMHS vessel is taken out of revenue service for a scheduled yard or lay up period with a scheduled return to revenue service. During the

summer, emergency service or breakdown must be in excess of thirty (30) continuous days for this definition to apply.

(J) Deadheading is defined as transportation on vessels between regular ports of call in which the employee resides and the change port of the position to which assigned.

4.02 - Regularly Assigned Positions

Positions on board a given vessel and crew ("A" or "B") which are filled in accordance with Rule 28 of this Agreement.

4.03 - Vessels

(A) In Service. A vessel is in service when leaving overhaul, with sea watches set, and not conducting revenue operations.

(B) Revenue Service. An in service vessel is in revenue service when it is taking on paying passengers, vehicles or cargo.

RULE 5 - UNION MEMBERSHIP

5.01 Persons employed in the bargaining unit shall be notified by the Employer at the time of hire that they have fourteen (14) days to contact the appropriate Union office to be informed of the Union security provisions of this Rule. The employee shall contact the Union office on their own time and shall be introduced to the Inlandboatmen's Union of the Pacific, Alaska Region, (IBU) Ship's Delegate by the Purser.

5.02 All employees covered by this Agreement shall, within thirty (30) days after employment with the Employer, be or become members of the Union and shall thereafter as a condition of employment tender the dues and initiation fees or other fees as required by AS 23.40.220.

5.03 The Union shall advise the Employer in writing the amount of its initiation fee and monthly dues as duly adopted by its membership. The Employer, with the written consent of the employee, shall deduct monthly from the pay of each employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Treasurer or other officer of the Union as may be designated in writing by the Union.

5.04 Upon notice by the Union that an employee has been employed for more than thirty (30) days and is not in compliance with the provisions of this Rule and demonstration by the Union that it has provided employee with the procedural protections required by law the Employer shall terminate the employee. Termination shall become effective within

thirty (30) days after receipt of the aforesaid notice to the Employer by the Union.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this section, except those actions caused by the Employer's negligence. If the Union undertakes the defense under this section, it shall at its option select counsel to conduct the defense.

5.05 The Employer agrees not to discriminate against any employee for membership in the Union or activity in behalf of the Union, provided such activity is not contrary to law or this Agreement.

5.06 Each crew shall have a ship delegate designated in writing by the Union to check overtime and pay discrepancies and to handle shipboard disputes. The Union and all ship delegates will be provided a copy of all office directives pertaining to changes in work rules or conditions of employment. The Union will notify the Employer in writing of any changes in designation of ship delegates.

RULE 6 - NONDISCRIMINATION

6.01 The Employer and the Union agree that there will be no unlawful discrimination against any employee or applicant for employment because of race, religion, physical handicap, marital status, change in marital status, pregnancy, parenthood, sex, color, age or national origin.

6.02 All references herein to the male gender will also include the female gender.

RULE 7 - CREW REQUIREMENTS

7.01 The minimum crewing requirements for each vessel shall be in accordance with the Certificate of Inspection issued by the Coast Guard under which the vessel is licensed to operate.

7.02 The Employer and the Union agree that every effort will be made to crew the vessels of the Employer with the minimum crew required in Rule 7.01. Summer positions will be filled on the closest crew change date prior to June 1, and will be carried onboard to the closest crew change date following September 15. A weekly crew list will be prepared by the personnel section of the Alaska Marine Highway System identifying the minimum authorized number of positions to be filled. When any vessel on the run is not crewed with the minimum number of

positions identified on the weekly crew list, the wages of the missing crew member or members shall be divided equally among the employees in the same department performing the work of the missing crew member or members. Only when the number of employees falls below the minimum number of authorized positions will split wages be paid. If it is necessary that an employee must work on off-duty hours due to a missing crew member or members, the employee shall be paid overtime for this work in accordance with Rule 22. Split wages will not be paid for any time employees are required to work overtime to perform the work of missing crew members.

7.03 It is recognized that the Employer retains the right to transfer crew members between vessels to accommodate peak traffic loads, absences, changes in scheduling or other valid business needs. Except in cases of emergency, the affected crew member will be notified in writing of such transfers at least one (1) week in advance of the scheduled transfer date. Notice of transfer shall be sent to the Union at the time such notice is provided to the employee. The Employer shall make every effort to minimize such transfers for classifications above the entry level by the temporary upgrade of employees per Rule 27.01(D) (Midweek Upgrades), whenever practical.

7.04 During lay-up, shipyard, drydocking or maintenance status of a vessel, security work will be performed by the crew of the vessel, whenever a Master is assigned to and living aboard the vessel.

(A) If security is required aboard any vessel belonging to the Alaska Marine Highway it will be provided by crew of the vessel, at no time will security be subcontracted out to any private security agency.

(B) By "crew" of the vessel the IBU-P considers members of the MM&P and MEBA units that are part of the operational crews of the vessels to be part of the crew. It is not the intent of this bargaining unit to displace any members of these other bargaining units when it comes to doing security work. If the need arises to have additional crew onboard or there is not sufficient members from the other units available it is expected IBU-P personnel will be used.

(C) When a vessel is "turned over" to a shipyard for a federally funded project it will be at the State's discretion whether or not crew will be assigned to the vessel while in the hands of the shipyard. If any other personnel, other than Project Engineers and a Master, are assigned to the vessel it is expected that crew, as defined above, will be used.

7.05 If the State of Alaska, Alaska Marine Highway System provides services onboard it's vessel, then IBU employees shall perform those