

AGREEMENT BY AND BETWEEN
the
STATE OF ALASKA
and the
INLANDBOATMEN'S UNION OF THE PACIFIC

The terms of the collective bargaining agreement of 2004-2007 including supplemental agreements will remain in effect July 1, 2007 through June 30, 2008 with the following exceptions:

The Employer's health insurance contribution will be eight hundred and fifty-two dollars (\$852) per month per eligible employee effective July 1, 2007.

Effective July 1, 2007 the straight time hourly rate of pay shall increase by three (3) percent.

Subject to legislative approval the Employer will implement a program for initial TWIC certification. Employees may be reimbursed for travel allowances as necessary in accordance with Rule 11 and may be provided transportation in cash or kind with the prior approval of the General Manager, or designee of the AMHS. The Employer is not responsible for preparation of documentation specific to the TWIC.

One member designated by the Union shall participate on the Health Benefits Evaluation Committee.

The parties will commence negotiations for a successor agreement on or after September 10, 2007.

Effective September 12, 2007, the change port of the M/V Chenega is Cordova, Alaska. The Union agrees to withdraw grievances related to the redeployment of the M/V Chenega to Cordova, Alaska. The Employer and the Union agree the cash allowance, travel pay and expenses, and any other benefit, will be provided to the IBU crew consistent with Chenega's last season payments through September 12, 2007, or the end of the Chenega season in Cordova, whichever is later.

The parties agree that LeConte galley manning issues are resolved. The parties further agree to meet and confer on or after August 1, 2007 to revisit the issue of galley manning if necessary.

This agreement is subject to ratification by the IBU-P membership and is also subject to legislative approval as to its monetary terms.

For the State of Alaska:

For the IBU:

TA

Nancy Sutch for
Annette Kreitzer
Commissioner
Department of Administration

TA Darryl Tseu
Darryl Tseu
Regional Director

6/20/07
Date

6/20/07
Date

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
INLANDBOATMENS UNION OF THE PACIFIC

Re: **M/V LeConte Day Boat**

06-II-204

It is hereby understood and agreed between the parties that the following is intended to amend Master Agreement only in regards to issues unique to the M/V Le Conte's operation as a day boat. The Master Agreement is not modified other than as specifically addressed in this letter of agreement.

In the event that the Master, Mates and Pilots or the Marine Engineers Beneficial Association secure an agreement for the M/V LeConte with monetary terms more beneficial then this supplemental, the parties will re-enter negotiations for the purpose of applying substantially equivalent monetary terms to this supplemental agreement.

Rule 8 - Health and Safety

8.02 Quarters will be provided to non-Juneau crew holding bids as of June 21, 2006. Quarters will not be provided to any new bid holders after that date. The only exception will be for the junior and oiler working in the engine department. The Employer will provide white sheets, pillowslips, mattresses, mattress covers, blankets and soap to insure sanitary and healthful conditions. Employees shall be responsible for and turn in soiled linen before being issued a clean supply. The mattresses and blankets of all crewmembers shall be cleaned as needed and replaced as required. Towels and soap will be available for those crew without quarters should they be needed.

Rule 9- Occupational Injury and Illness

9.01 Unearned Wages: In the event a crewmember becomes ill or is injured while in the service of the M/V LeConte, he/she will receive wages to the end of the workday. In the event that a crewmember becomes injured while in the service of the M/V LeConte, and a report is filed and not successfully controverted, he/she will be entitled to wages for three working days or less, if not later compensated.

Rule 11- Cash Allowance for Subsistence and Quarters

11.01 When a crewmember is in work status, and remains away from the assigned change port overnight, they shall be entitled to a quarters allowance in accordance with the Master Agreement, unless quarters are being provided.

11.02 When a crewmember is in work status, and is away from the assigned change port for more than two (2) hours outside normal duty hours, they shall take meals on board when provided, and otherwise shall be entitled to a meal allowance for the meal(s) missed in accordance with the Master Agreement and the State Administrative Manual.

Rule 15- Working Conditions

15.02 Does not apply.

15.03 Upon direction of the Licensed Engineer the unlicensed engine room personnel may be required to take on ships fuel oil, lube oil, fresh water, and the handling of ship-to-shore and shore-to-ship power cables.

15.04 Crewmembers working a twelve (12) hour shift shall receive a one-half (1/2) hour duty-free paid meal period. Every effort shall be made to provide the meal break midway through the shift. All members shall be allowed two (2) paid fifteen (15) minute relief periods in each normal workday.

15.07, 15.08, 15.09, 15.10, do not apply

15.11 In the event future operations require Oilers and or Junior Engineers he/she may be required to perform normal wiper duties without payment of penalty pay.

Rule 18- Hours—Vessel on the Run

18.01 Except for IBU members assigned to the engine department, twelve (12) hours shall constitute a day's work. There will be no splitting in shifts within a 12-hour day.

18.02 Does not apply.

Rule 28 - Bid Awards

28.13 Employees regularly assigned to positions being deleted shall temporarily be designated as RAREs in their classification; however they will be provided the opportunity for seven (7) days off following completion of a full assignment. They shall continue to be considered as RAREs until six (6) bid sheets have been processed with bidding opportunities in their change port and in their classification. After six(6) such opportunities, if the temporary RARE has not been awarded a bid job, the temporary RARE shall become a relief employee.

Employees regularly assigned to positions being deleted shall have first rights of refusal, provided they meet the Minimum Qualifications, for bid positions on the M/V LeConte.

The parties may agree to meet and confer to evaluate operations of the M/V LeConte prior December 31, 2006.

For the State of Alaska:

For the IBU

Dianne Kiesel
Dianne Kiesel, Director
Department of Administration

Darryl Tseu
Darryl Tseu,
Regional Director

6/30/06
Date

6/30/06
Date

SUPPLEMENTAL AGREEMENT
to the
COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF ALASKA
and the
INLANDBOATMENS UNION OF THE PACIFIC

Re: M/V FAIRWEATHER

5/2/05
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It is hereby understood and agreed between the parties that the following is intended to supplement the Agreement entered into between the State and the IBU, and is intended to amend those Agreement to cover the issues unique to the M/V Fairweather. The Master Agreement is intended to apply to the M/V Fairweather unless specifically superseded by a Rule or a subsection of a Rule in this Supplemental Agreement.

In the event that the Master, Mates and Pilots or the Marine Engineers Beneficial Association secure an agreement for the M/V Fairweather with monetary terms more beneficial then this supplemental, the parties will re-enter negotiations for the purpose of applying substantially equivalent monetary terms to this supplemental agreement.

Rule 8- Health and Safety

There are no quarters aboard the M/V Fairweather. Any reference to quarters, private toilet facilities and mess rooms are not applicable.

Rule 9- Occupational Injury and Illness

9.01 Unearned Wages: In the event a crewmember becomes ill or is injured while in the service of the M/V Fairweather, he/she will receive wages to the end of the workday. In the event that a crewmember becomes injured while in the service of the M/V Fairweather, and a report is filed and not successfully controverted, he/she will be entitled to wages for three working days or less, if not later compensated.

Rule 11
Cash Allowance for Subsistence and Quarters

11.01 When a crewmember is in work status, and remains away from the assigned change port overnight, they shall be entitled to a quarters allowance in accordance with the Master Agreement.

11.02 When a crewmember is in work status, and is away from the assigned change port for more than two (2) hours outside normal duty hours, they shall be entitled to a meal allowance in accordance with the Master Agreement.

Rule 15- Working Conditions

15.02 Does not apply.

15.03 When tying up or letting go, no less than two (2) crewmembers shall be assigned to each tie up station and not less than one employee per line as it is being handled.


15.04 Upon direction of the Licensed Engineer the unlicensed engine room personnel may be required to take on ships fuel oil, lube oil, fresh water, and the handling of ship-to-shore and shore-to-ship power cables.

15.05 Crewmembers working a twelve (12) hour shift shall receive a one-half (1/2) hour duty-free paid meal period. Every effort shall be made to provide the meal break midway through the shift. All members shall be allowed two (2) paid fifteen (15) minute relief periods in each normal workday.

15.07, 15.08, 15.09, 15.10, do not apply

15.11 In the event future operations require Oilers and /or Junior Engineers he/she may be required to perform normal wiper duties without payment of penalty pay.

15.13 (F) Crewmembers awarded bid positions aboard the M/V Fairweather will receive in-house type and craft training necessary to work on that vessel.

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All classroom training, prior to becoming type and craft rated shall be considered training operations. During training operations, all hours in port in excess of eight and four-tenths (8.4) hours per day or five days, forty-two (42) hours per week shall be paid at the overtime rate of one and one-half times the hourly rate. All training aboard the M/V Fairweather, while on the run, will be paid at 12 hours at the straight-time rate of pay.

Rule 16- Shipyard and Terminal Work

When the vessel is in maintenance/lay-up status, the Employer shall determine crew requirements. For any yard period schedule to be less than three weeks in duration, the crew and working hours will remain the same as if the vessel was on run time. Rules 16.01, 16.02 and 16.03 shall not apply if the vessel remains on run time.

In yard period of in excess of three weeks the provisions of the Master agreement shall apply.

Rule 17- Pay Plan

17.01 (A) In the pay period following the mutual agreement of this supplemental the following shall apply:

Hourly Rates:	Regular time	Overtime
Passenger Services Worker-in charge	\$23.34	\$35.01
Deck Rating	\$19.08	\$28.62
Passenger Services Worker	\$17.52	\$26.28

17.02 Does not apply.

17.09 Lost wages will only be paid if a crewmember has the necessary requirements to work aboard the M/V Fairweather and is not dispatched consistent with their seniority.

Rule 18- Hours—Vessel on the Run

18.01 Twelve hours shall constitute a day's work. There will be no splitting in shifts within a 12-hour day.

18.02 Does not apply.

Rule 21- Late Arrival

Does not apply.

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Rule 23 - Vacation

Application of Rule 23 shall apply retroactively to July 1, 2004. Leave accrued from July 1, 2004 to the effective date of this agreement will be used for leave purposes only and may not be cashed out.

Rule 24- Holidays

The application of the provisions under this Rule shall be applied retroactively to July 1, 2004.

Rule 26 - Seniority

All crewmembers working aboard the M/V Fairweather will be credited seniority points retroactive to their first assignment to the M/V Fairweather.

Seniority points will be credited as follows:

- PSW-IC earns seniority in previous bid classification but not less than the Passenger Service Worker
- Deck Rating earns seniority as an AB
- PSW earns seniority as an OS/Porter
- Wipers earn seniority as a Wiper

(Example: If a Passenger Service Worker in-Charge previously worked as a Chief Purser, they will earn seniority points as a Chief Purser.)

28.10 Probationary Crewmember: For the purposes of performance review, all crewmembers shall be considered probationary during type and craft rating for a minimum of six (6) months. For purposes of the probationary period while assigned to the M/V Fairweather Rule 17.02 will not apply. If a crewmember holding permanent status in another position fails to satisfactorily complete probation, they will be returned to their former position if vacant. If the former position is filled, they may exercise seniority to bid a position elsewhere in the fleet.

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Winter Operations

It is anticipated that between September 16 and May 15 the M/V Fairweather will enter its winter operations providing reduced service. Rule 19 of the master agreement shall be modified as follows: One crew will work four days on, followed by three days off. Daily schedules will be determined by operational schedule. Permanently assigned crewmembers of the M/V Fairweather shall be guaranteed 42 hours of work or pay.

Those employees that do not have sufficient seniority to work aboard the M/V Fairweather during winter operations will become DRAEs and the provisions of Rule 27.01 (E) shall apply.

Overtime for work on assigned days off: When a crewmember holding a bid job on the M/V Fairweather has worked a regularly assigned workweek and is required to work on his/her days off, he/she shall be paid at the overtime rate of time and one-half for the time worked.

Overtime for work in excess of 42 hours per work week: When a crewmember holding a bid job on the M/V Fairweather has worked in excess of 42 hours per workweek, he/she shall be paid at the overtime rate of time and one-half for the time worked.

Employer will make every attempt to provide a 30 day notice to the Union of the commencement and completion of winter operations. The Employer shall give at least ten (10) working days written notice.