

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 36.

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.

1.06 The State of Alaska shall have the ability to contract for passenger and vehicle service at any port for up to thirty (30) days to deal with the following emergencies: An AMHS vessel in revenue service suffers a catastrophic casualty resulting in the vessel being taken offline; or an AMHS vessel is unexpectedly and without notice, being delayed in returning to service from yard status. Unexpected and without notice meaning an adjustment made in the final two weeks prior to the published return to service date. For the purpose of this rule insufficient manning does not qualify as an emergency.

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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 twenty (20) working days of the action.~~ Once each pay period the Employer shall furnish to the Union's Regional Office without cost a report showing all personnel transactions appointing or separating bargaining unit members.

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.

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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 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 weeks 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 and/or Turnaround 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 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 (RIF).** Reduction In Force 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.

(K) Yard Extra. An employee who is dispatched on a day by day basis as an extra or as a temporary replacement to ships in overhaul or layup status. Yard extras will be paid a minimum of 12 hours per day for each day worked.

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(L) Unexpected Vacancy. A vacancy that occurs after the start of the assignment.

(M) Unscheduled Vacancy. A vacancy that results from an employee requesting vacation after the deadline to submit requests, and approved by the Employer.

(N) Emergency Vacancy. A vacancy on the Pay Period Crew List caused by the lack of available manning or an employee that becomes Unfit for Duty after the crew list is published.

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 of their exclusive representation by the Union.~~ 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 The State shall collect bargaining unit dues and initiation fees upon written authorization of the employee, as require by Alaskan Statutes, Section 23.40.220, in a manner which respects and protects the legal and constitutional rights of all dues payors. The State will provide the Union advance notice of any changes to the current dues deduction process, forms or system, which changes must comply with law, and allow the Union at least ten (10) days to provide input to the State before any changes are implemented by the State.

5.03 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.

5.04 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.

5.05 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 will notify the Employer in writing of all employees they designate as a ship delegate, and any changes to those designations. The Union and all ship delegates, through the Purser's Office, will be provided a copy of all Employer directives pertaining to changes in work rules or conditions of employment.

7.06 — The IBU unlicensed crew will provide steward service whenever a MNP or MEBA officer is assigned to and living aboard the vessel. ~~The unlicensed crew will provide steward service for licensed deck and engineer officers in the yard at least once per week.~~

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RULE 8 - HEALTH AND SAFETY

8.01 The health and safety of employees shall be reasonably protected.

8.02 The Employer agrees that on vessels where quarters are provided, that white sheets, pillow slips, mattresses, mattress covers, blankets and soap shall be furnished 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 crew members shall be cleaned as needed and replaced as required.

8.03 Employee physicals may be required by the Employer to be performed by a doctor of the Employer's choice and at the expense of the Employer. The Employer will provide at no cost or reimburse the employee for immunization against Hepatitis A, B, and C, where appropriate to the employee's regularly assigned duties. The employee will submit an explanation of benefits when seeking reimbursement and will be reimbursed for actual out-of-pocket costs. The parties will meet and confer to determine the positions for which any or all of these immunizations are appropriate.

8.04 The Employer will continue to provide advanced first aid training to selected unlicensed vessel personnel in the interest of passenger and crew safety. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment will be available aboard ship.

8.05 There shall be safety meetings, called by the Master of the vessel, of the safety committee including the Union delegate and a representative of each department for the purpose of reviewing safety practices and programs at least once each month. Written recommendations will be responded to in writing by the Employer within thirty (30) days. The ship's delegate and the Union will receive a copy of the minutes and response.

8.06 It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job provided the job is found to be unsafe by the Marine Inspection Division of the US Coast Guard (USCG). Interim disciplinary action may be taken until the USCG has made a finding on safety. Interim disciplinary action shall be restricted to full documentation of the circumstances.

8.07 - Safe Work Practice

(A) No lashing or unlashings of vehicles shall be done while the vessel is underway except for the safety of the vessel and its cargo.

(B) When unlicensed personnel are assigned to work inside the elevator or dumb-waiter shafts at least two (2) crew members shall be assigned.

(C) Crew members shall not work on portable ladders, staging or any other contrivance that elevates the employee above the deck when the vessel is underway except in case of an emergency.

(D) No work shall be required to be performed on the ship's funnel or stack while main engines are in operation except in emergency.

(E) There shall be no inside painting without proper ventilation.

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(F) Any dust-producing work, especially sawing and equipment grinding of asbestos-containing materials or removal of lagging, shall be done with "NIOSH" approved safety equipment. Any work on asbestos containing materials shall be performed by certified asbestos workers.

8.08 - Standards for Training Certification and Watchstanding (STCW) Certifications

(A) All employees are required to have a current Basic Training (BT) endorsement, the appropriate STCW Security endorsement, and a Medical Certificate with a valid STCW date. Employees must also obtain the Proficiency in Survival Craft (PSC) STCW endorsement within one year of completing the necessary sea time requirements as a condition of continued employment with the Employer. The parties agree to meet and confer regarding the effect of new or revised safety regulations.

(B) Employees shall not be dispatched to positions unless they possess the required qualifications.

8.09 The Employer will provide safety items and apparel as required for the safe performance of the job. Such items shall include where necessary, hard hats, safety goggles, ear protection devices, welder's apparel, safety harness for going aloft, and breathing devices. Employees refusing to wear the proper items may be subject to disciplinary action.

8.10 The parties recognize that certain employees may, in the performance of their duties, come in contact with asbestos. When an employee provides evidence to the Employer of having undergone an examination for asbestosis, the Employer will reimburse that employee for actual out-of-pocket costs. To qualify for reimbursements as provided above, the employee must show proof of the examination within six months of the examination; the employee will submit an explanation of benefits when seeking reimbursement and will be reimbursed for actual out-of-pocket costs. No more than one (1) such reimbursement will be paid to an employee in any twelve (12) month period.

8.11 The Employer will maintain a record of an employee's training that meets US Coast Guard regulations. The Employer will provide the employees training record to the employee upon request.

RULE 9 – OCCUPATIONAL INJURY AND ILLNESS BENEFITS

9.01 - Unearned Wages

In the event an employee becomes ill or is injured while in the service of the Employer's vessel, the employee shall receive wages and benefits until returned to their change port or employee's port of residence, whichever is soonest. During the period of time that an employee is receiving unearned wages for a work-related illness or injury, the employee may not receive additional income supplementation by claiming accrued annual leave or medical/sick leave. In order to receive unearned wages employees must submit an Unfit for Duty form within seventy-two (72) hours from leaving the vessel.

9.02 - Transportation

In the event an employee becomes ill or is injured while in the service of the vessel, they will be furnished meals, lodging and transportation by AMHS vessel until returned to their change port or port of residence, whichever is soonest. This provision shall apply only when the employee is not hospitalized and has notified the vessel department head or the Port Captain's Office of their medical status. If determined by the Medical Person in Charge (MPIC) that the employee has a serious illness and the employee cannot be returned to their change port by an AMHS vessel within twenty-four (24) hours the Employer will provide commercial transportation.

9.03 When hospital treatment is required, transportation to and from the hospital will be furnished by the Employer if the employee becomes ill or needs medical attention while in the service of the vessel and a Master's certification has been issued. Upon release from the hospital, transportation to the employee's change port, or port of residence, whichever is least expensive, shall be provided upon request, provided said transportation is connected to an assignment.

9.04 Seniority shall accrue while the employee is paid Worker's Compensation benefits for the time absent from work providing the employee was eligible for dispatch based on their seniority.

9.05 The Employer shall provide the Union with written notice of all job-related injuries in a timely manner.

RULE 10 – COMPENSATION FOR LOSS OF EFFECTS

In the event of shipwreck, stranding, sinking, burning, flooding or collision of the vessel, crewmembers will be reimbursed for loss of personal effects, instruments, and equipment in the amount up to two thousand dollars (\$2,000) if not covered by personal insurance or by State of Alaska insurance. Each crewmember must provide the Employer with an itemized list of their losses including replacement values and an explanation of benefits that show insurance did not cover the items. In the event the individual does not provide an explanation of benefits, the Employer will reimburse up to five-hundred dollars (\$500).

Reimbursement may be made for items over two-thousand dollars (\$2,000) up to five-thousand dollars (\$5,000) if supported by receipts.

RULE 11 – CASH ALLOWANCE FOR SUBSISTENCE AND QUARTERS

11.01

(A) When the employee is in work status away from home and quarters are not furnished, the employee shall be entitled to a quarters allowance of ~~ninety-five dollars (\$95.00)~~ one-hundred twenty-five dollars (\$125) per day between May 16 and September 15 and ~~eighty-five dollars (\$85.00)~~ one-hundred fifteen dollars (\$115) per day between September 16 and May 15.

(B) In the event that quarters are not available at the contracted quarters allowance rate the employee shall be reimbursed for necessary receipted expenses for quarters, upon submittal of actual receipted, reasonable lodging expenditures and in accordance with the Alaska Administrative Manual. Should a hotel ship become unavailable with less than 72 hours notice, the Master will determine the number of needed rooms and inform KCO. In the event that KCO prepaes the lodging, employees are required to utilize the lodging provided by KCO and Rule 11.01(A) will not apply.

11.02 When an employee is in work status away from home and meals are not furnished, the employee shall be entitled to a meal allowance in accordance with the Alaska Administrative Manual.

11.03 Employees with multiple homes may submit a waiver request to the General Manager of the AMHS, or designee; employees must set forth, with specificity the reason the home is unavailable, the duration it is unavailable, and attach all relevant documentation.

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RULE 12 – CHANGE PORTS AND TRAVEL BETWEEN ASSIGNMENTS**12.01 - Change Ports**

Currently, regularly assigned change ports in Southeast are Juneau, Ketchikan, Metlakatla, and in Southwest are Cordova, Valdez and Homer. Each Regularly Assigned Position shall have a designated crew change port. Changes in these change ports shall be designated by the Employer. Should the Employer make a change to the change port of a vessel, moving costs or travel expenses will be paid for affected crewmembers in accordance with Rule 12.0908. The Employer will determine whether moving costs or travel expenses are to be paid on a case by case basis. All employees shall utilize only the designated change port for the position to which assigned, unless specifically exempted in writing by the Employer.

12.02 - Responsibility to Relieve

It shall be the employee's responsibility to relieve as scheduled. Failure to relieve as scheduled may be grounds for disciplinary action, including possible discharge, unless such failure to relieve has been approved at least twenty-four (24) hours in advance by the AMHS dispatcher. Exceptions will be made in cases of sudden illness or accident-related emergencies. Routine medical, dental or personal business appointments shall not be considered an emergency. When crew change occurs on weekends, prior notification of unavailability will be given to the dispatching personnel by the close of business on Friday. The Employer shall not be liable for travel and/or other expenses incurred by employees traveling to or from their assignments, except as specifically provided in this Agreement.

12.03 - Relief At Other Than A Regularly Assigned Change Port

When an employee is relieved or assigned at a port other than a regularly assigned change port, the employee is entitled to receipted necessary travel expenses or airfare equivalent, whichever is less, and travel pay based on air travel, to return to the regularly assigned change port in which the assignment began.

12.04 - Travel Between Assignments

(A) To Regular Assignments. If a Regularly Assigned Employee resides at a port other than the designated change port for their position, the employee shall be obligated to deadhead or travel at their own expense to be available at the designated change port to relieve when scheduled to do so.

(B) To Temporary Assignments. If a Regularly Assigned Employee is temporarily assigned duties which involve a crew change or work assignment at other than their designated change port, the employee is entitled to travel pay and receipted necessary travel expenses for travel between the employee's designated change port and the temporary change port.

(C) When an employee is entitled to necessary travel expenses (including air fare and ground transport) these expenses will be paid in accordance with the Alaska Administrative Manual. Employees choosing to travel at another time or using means other than that provided by the Employer will be reimbursed for receipted expenses up to the dollar amount of the travel that would have been provided by the Employer. All requests for reimbursement must be submitted within sixty (60) days from the employee's release from the vessel. Travel expenses will not be paid for the portion of travel provided by the Employer on its vessels.

12.05 - Travel Between Assignments -- Displaced Regularly Assigned Employees, Relief, and Regularly Assigned Relief Employees

Relief Employees, RAREs, and DRAEs shall identify a designated change port, either Juneau or Ketchikan for Southeast Region, or Valdez or Homer for Southwest Region. When a Relief Employee, RARE, or DRAE receives an assignment at other than the employee's designated change port, the employee shall receive receipted necessary travel expenses for travel between the assignment and the designated change port.

12.06 - Deadheading

(A) Deadheading may be permitted at the commencement and termination of each assignment. Employees who are permitted to deadhead may take meals without charge. Berths will be furnished free of charge whenever possible on a space-available basis, but the Employer shall not be liable for travel and/or other expenses incurred by an employee traveling to the employee's change port by means other than vessels of the System. The Employer agrees to eliminate deadheading whenever and wherever possible, if no additional cost such as early call back or minimum guarantee is involved, and if it is mutually agreeable between the Union and the Employer.

(B) Seasonal Employees may "deadhead" to and from the assigned change port for the position which they are relieving, but will not be paid air transportation, travel expenses or travel pay. This applies to assignments or reliefs made at the regularly assigned change ports.

12.07 - Travel Pay

When an employee is eligible for travel pay as provided elsewhere in this Rule, it shall be computed on the basis of straight-time pay for the actual hours involved in traveling to or from an assignment. Employees will receive a minimum of four (4) hours travel pay per trip, including time worked on assignment during the same day, upon submission of travel documentation. Employees will receive a maximum of twelve (12) hours travel pay in any twenty-four (24) hour period, regardless of mode of travel involved, upon submission of travel documentation. Travel pay time begins at airline check-in time, when air transportation is used, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay ends upon arrival at the port of destination, if the assigned vessel is in port. If the vessel is not in port, travel pay ends upon arrival of the vessel. When it is necessary to await arrival of the vessel, Rule 11, Cash Allowance for Subsistence and Quarters, will apply. Claims for subsistence shall be made on Form 02-027, State of Alaska Travel Authorization. Travel time will apply towards minimum guarantee but shall not be included in straight-time hours in determining when overtime will commence.

12.08 - Transfer or Changes of Assignment

All additional costs incurred by a transfer or change of assignment at the convenience of and request by an employee shall not be the responsibility of the Employer, except when an employee is required to continue to work on a vessel to implement a bid. This includes transfers caused by initiation of a bid award and employees' costs incurred upon returning to their regularly assigned positions after a reduction-in-force period. Expenses incurred when a transfer or permanent change of assignment of a Regularly Assigned Employee is at the direction of and for the convenience of the Employer shall be the responsibility of the Employer. When employees are permanently

transferred for the convenience of, and at the direction of the Employer, other than through the bid process to work assignments in Southwest Alaska from a designated change port within the Southeast System (or vice versa), or due to the Employer making a change in change ports, reimbursements for actual moving expenses incurred shall be in accordance with the Alaska Administrative Manual.

12.09 - Temporary Assignments Between Designated Change Ports

The parties agree to allow temporary assignment changes between designated change ports in order to eliminate deadheading and reduce travel expenses.

12.10 The Inport Extra Employee will be entitled to one (1) hour travel pay per assignment.

RULE 13 – VISITATION

Authorized representatives of the Union shall be allowed to go on the Employer's property and on board vessels covered by this Agreement. The authorized representative or their designee shall, as a courtesy, notify the AMHS beforehand. The Employer will issue the duly accredited representatives a visitor pass for such visits, and the Union agrees that the Employer is absolved from all claims resulting from any accident involving such representatives while on the property or on board vessels of the Employer. No individual or group of employees will be interrupted in their work without prior approval of the Vessel Master, with courtesy copy to the AMHS Operations Manager.

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RULE 14 – SETTLEMENT OF DISPUTES

14.01 - Onboard Disputes

It is desired that differences between employees and supervisors be resolved quickly and as satisfactorily as possible. To achieve this goal, employees are encouraged to discuss such differences with their supervisor as soon as they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly encouraged to be responsive to such discussion. Adjustments may not conflict with this Agreement or applicable written laws or regulations and shall not be precedential. The dispute may be brought to the attention of the Vessel Master within forty-eight (48) hours of the action or inaction. Failing resolution, the Vessel Master shall have ten (10) calendar days to respond in writing to the employee. Such discussion is at the employee's option. Regardless of whether this option is exercised the time limits for filing a grievance or complaint shall be adhered to. This means that if the Vessel Master has not responded or if the employee is not satisfied with the Vessel Master's response, the ~~Union~~ **IBU-P** must file a written grievance or complaint at Step One within the time limits set forth in the provisions of Rule 14.02 or 14.03.

14.02 - Grievance Procedure

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the ~~Union~~ **IBU-P** or an employee or the employees and the Employer. The ~~Union~~ **IBU-P** or the aggrieved employee or employees shall use the following procedure as the sole means of settling grievances.

(A) To qualify for consideration under the grievance procedure set forth in this Rule, the grievance shall be brought to the attention of the Employer through the ~~Union~~ **IBU-P** in writing within thirty (30) calendar days of the occurrence of the disputed action or inaction, or of the date the employee is made aware of the action or inaction, whichever is later. The appeal of a dismissal, demotion or suspension must be brought to the attention of the Employer through the ~~Union~~ **IBU-P** in writing within fifteen (15) calendar days of the date the employee is notified of the disciplinary action. The ~~Union~~ **IBU-P** will receive a copy of the notification in the case of a dismissal.

(B) Written grievances at Steps One and Two shall be processed on forms provided by the Employer and shall, at all levels of the grievance procedure, cite specific rules alleged to have been violated and relief sought. All time limits expressed herein may be extended by mutual agreement of the parties, but it is understood that time is of the essence and that grievances must be timely appealed in order to utilize this grievance procedure.

(C) STEPS IN THE GRIEVANCE PROCEDURE

STEP ONE: Within thirty (30) calendar days of the disputed action or inaction, or the date the employee is made aware of the action or inaction, whichever is later, the ~~Union~~ **IBU-P** may submit a grievance in writing to the Commissioner of Transportation and Public Facilities. Upon the filing of the grievance The Commissioner of Transportation and Public Facilities or designee shall respond in writing within fifteen (15) working days after receipt of appeal.

STEP TWO: Failing to settle the grievance at Step One, the appeal may be submitted in writing by the ~~Union~~ **IBU-P** to the Commissioner of Administration within fifteen (15) working days

considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

14.03 - Complaint Procedure

A complaint is defined as: 1) any controversy, dispute or disagreement arising between the Union IBU-P or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this Agreement, or 2) is the appeal of the discharge or discipline of a probationary employee not holding permanent status in any classification. The following shall be the sole means for settling complaints.

(A) A complaint must be brought to the attention of the Employer consistent with the procedures set forth in this Rule within thirty (30) calendar days of the effective date of the action or inaction or the date the employee is made aware of the action or inaction, whichever is later.

(B) Date of receipt of a complaint or response shall be either seven (7) calendar days following the date of postmark or the date of a signed verification of receipt. Allotted time frames may be extended by mutual agreement.

(C) Complaints shall be processed on forms provided by the Employer and agreed to by the Union IBU-P.

(D) The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered, and the remedy requested. Adjustments to complaints shall not conflict with this Agreement or applicable written policies, laws or regulations.

(E) Appeals shall be in writing with a copy of the original complaint attached.

(F) STEPS IN THE COMPLAINT PROCEDURE

STEP ONE: Complaints will be presented on the provided forms by the Regional Director of the IBU-P to the AMHS General Manager. The General Manager shall respond in writing to the Union IBU-P within ten (10) working days from receipt of the Step One complaint.

STEP TWO: Failing to resolve the complaint at Step One, the Union IBU-P may appeal the complaint to the Commissioner of Transportation and Public Facilities within ten (10) working days after the response from the General Manager is due or received, whichever is earlier. The Commissioner of Transportation and Public Facilities shall respond in writing within ten (10) working days from the receipt of the Step Two filing.

STEP THREE: If the complaint is unresolved at Step Two, the Union IBU-P may appeal the complaint to the Commissioner of Administration within ten (10) working days after the response at Step Two is due or received, whichever is earlier. The Commissioner of Administration shall respond in writing within fifteen (15) working days from the receipt of the Step Three filing. The decision of the Commissioner of Administration is final and shall settle the matter.

14.04 There shall be no strikes, lockouts, sympathy strikes, slow downs or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union IBU-P that all disputes be settled in accordance with the provisions of this Agreement. Notwithstanding this, however, no employee working under this Agreement shall be required to board any vessel of the Employer that is being picketed by any union in connection with a lawful primary strike sanctioned by the National President of the Inlandboatmen's Union of the Pacific. Employees who refuse to cross such a picket line shall be placed in Leave Without Pay status.

In the event that a strike or lockout does occur, all passengers and vehicles on board at the time the strike or lockout occurs, will be delivered to their destination and the vessels will be

RULE 15 – WORKING CONDITIONS

15.01 Employees shall perform all duties as assigned by their supervisors. Whenever possible and practical, the Employer will equalize the assignment of less desirable work.

15.02 One (1) employee from the deck department and one (1) from the engine department on an alternate basis, and one (1) employee from the steward's department will do sanitary work in their respective areas in the crew's head, showers and passageways in crew's quarters and will be allowed two (2) hours during their regular work hours to perform this work.

15.03 - Tie-Up and Let-Go

When tying up or letting go, no less than two (2) employees shall be assigned to each line as it is being handled.

15.04 Taking on ship's fuel oil, lube oil, fresh water, and the handling of shore-to-ship and ship-to shore power cables shall be the duties of the Junior Engineer and Wiper except on the M/V Aurora and LeConte will it be handled by the Oiler.

15.05 During the peak meal hours one (1) additional employee may be assigned when required to assist the crew waiter at the discretion of the Chief Steward. No watchstander shall be required to report for watch duty nor retire from watch duty without being served meals, provided that the member reporting for watch reports to the crew mess at least twenty (20) minutes prior to commencement of their watch and the relieved member proceeds directly to the crew mess.

15.06 Crew members called out for the tie-up and let-go shall assist with loading and unloading and lashing of vans as necessary and may be used for other lawful duties.

15.07 The Employer agrees that sea watches shall not be broken when in-service vessels are laying over due to a schedule change. It is recognized that watchstanders may be temporarily reassigned as day workers in order to increase productivity during these temporary layovers.

15.08 When engine room day workers are required to work between the hours of 2200 to 0600 and cannot receive a six (6) hour break before the scheduled reporting time for their next shift the starting time of the shift may, at the employee's option, be delayed until a six (6) hour break has been taken.

15.09 No ship scaling or other noise-producing work will be performed before 0600 or after 2000.

15.10 Watchmen may be required to do such work or other duties that are normally assigned to Able Bodied Seamen or Ordinary Seamen.

15.11

(A) Oilers and Junior Engineers may be required to perform normal wiper duties only on the M/V LECONTE and the M/V AURORA, without the payment of overtime.

(B) Oilers shall not be required to perform any maintenance work while the vessel is underway

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and they are on watch.

15.12 Only sanitary work shall be performed on Sundays or holidays and between the hours of 1800 and 0600. Such work shall consist of the following: cleaning pilot house and pilot house windows, cleaning crew's heads and showers, cleaning crew's passageways, cleaning stairwells, hosing down car deck, dumping refuse buckets, sweeping and mopping floor plates, cleaning up loose oil.

This Rule does not apply to persons engaged solely for the purpose of servicing the passengers or crew; nor employees engaged in work in connection with navigation, loading or unloading, tying up and untying the vessel or normal duties performed by the Junior Engineer.

15.13 - Formal Training

(A) Employees undergoing employer-directed, instructor facilitated training will receive travel allowances in accordance with Rule 11 and will be provided transportation in cash or in kind.

"Employer directed training" for the purpose of this rule shall be a written, employee specific travel and training authorization.

(B) Employees residing within fifty (50) road miles of the training site will not be entitled to travel or transportation under this Rule.

(C) Minimum Guarantee shall not apply, except for recurring training required by the Employer that exceeds thirty-five (35) hours of instruction per week at intervals of thirty-six (36) months or less.

(D) Employees will be paid for actual training time. Regularly Assigned Employees will be paid at the straight-time rate of their bid job and all others will be paid at the rate of their last assignment.

(E) Employees may be reimbursed for tuition for other than Employer-directed training.

15.14 In addition to the straight-time rate of pay, the penalty rate shall be paid to crew members, with a minimum of one (1) hour, for the following:

(A) When ordered to enter water tanks, fuel tanks, air bottles and inside boilers, dry tanks, voids, waste heat boilers, sewage tanks and work on effluent lines;

(B) Major overhaul work while a vessel is in operation, such as pulling pistons, heads, gears, bow thrusters, main bearings, cranks, intake and exhaust valves or super chargers, and major boiler repairs;

(C) When required to wear special protective clothing and equipment while working with hazards such as but not limited to: asbestos removal and repair, and while cleaning, repairing, or performing maintenance where blackwater is present.

15.15 If the crew member is on overtime, the overtime rate will apply plus the penalty rate.

15.16 The penalty rate shall be thirteen dollars \$13.00 per hour

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RULE 16 – SHIPYARD, LAY-UP, AND TERMINAL WORK

16.01 When vessels are tied up and watches are broken, such as at a shipyard, lay-up, or tie-up terminal, those crew members assigned to work on the vessel shall ~~work a forty-two (42) hour workweek~~ continue to follow regular workweeks and workdays in accordance with Rules 18 and 19. The change in work schedules from ship's watch time to shipyard, lay-up, or tie-up time shall occur at the nearest noon or midnight after leaving service and at the nearest noon or midnight before entering service. During such periods ~~employees shall be paid for the first forty-two (42) hours of work at the straight-time rate and~~ minimum guarantee as provided for in Rule 25 shall apply.

16.02 ~~All time worked during a forty-two (42) hour workweek assignment in excess of eight and four-tenths (8.4) hours per day or five (5) consecutive days of forty-two (42) hours per week shall be paid at the overtime rate of one and one-half (1-1/2) times the straight-time rate of pay. In computing weekly hours, the ship's watch time on the eighty-four (84) hour workweek schedule and shipyard, lay-up or tie-up time on the forty-two (42) hour week schedule shall not be combined. Upon leaving shipyard, lay-up or tie-up status, overtime for sea time will commence after completion of the regular seven (7) day, eighty-four (84) hour workweek.~~

16.03 ~~Any crew members assigned to vessels which are tied up at shipyards, lay-up or tie-up terminals who are working a forty-two (42) hour week performing repairs, maintenance work, maintaining heating and maintaining ship's security over weekends may be assigned to work periods of five (5) consecutive days on duty and two (2) consecutive days off duty and will not receive overtime penalty pay as such for working Saturday or Sunday. If called back on their assigned days off, (after having worked a full five (5) day workweek) they will be paid for actual hours worked at the overtime rate of pay. Department supervisors will first seek volunteers for work on assigned days off prior to ordering employees to work overtime hours. Assigned days off refer to two (2) consecutive days off duty only.~~

16.04-02

(A) On vessels with adequate or sufficient staterooms and numbers of crew quarters, all IBU crew members assigned to a vessel in shipyard or lay-up status will be assigned single occupancy quarters during the period.

(B) Crew members assigned to occupy passenger staterooms will, prior to moving back to assigned crew quarters, clean the stateroom used to the satisfaction of the Chief Mate, Chief Steward, and Ship Delegate. Use and cleaning of passenger staterooms so used shall be at no cost to the Employer. An employee occupying such quarters may be liable for any damages caused by the employee's occupancy, normal wear and tear excepted, and damage to quarters may be grounds for immediate relocation and disciplinary action.

(C) It is recognized that operational requirements will necessitate the movement of crew members from one (1) room to another during the shipyard or lay-up period. Also, it may be necessary to require crew members to double up in the event of major repairs or refurbishment. Should these events occur it is agreed that there will be no penalty against Management for taking these actions.

(D) All revenue spaces are to be vacated promptly upon notification by Management. This will normally be ten (10) days prior to returning the vessel to service.

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(A) When crew members are quartered aboard ship, no ship hull grinding, chipping or otherwise excessive noise-producing work will be accomplished after 2000 and before 0800 or on Saturday and Sunday. Normally, there will be no painting between the hours of 1700 and 0800 when crews are quartered aboard the vessel. A sanitary system including hot and cold water is to be available and in operation no later than four (4) hours after drydocking or 2000, whichever is later, unless mutually agreed to by the ~~Union~~ IBU-P and the Employer.

(B) When the Vessel Master determines, after inspection, quarters are uninhabitable because of noise, fumes, or other environmental considerations the crew will be provided quarters ashore in kind or by payment of a lodging allowance. The Master's written determination will be given to the Ship delegate or designee. Disputes will be resolved by the General Manager or designee whose decision will be final. After the fact determinations will not be made.

16.06-04 There shall be no splitting of shifts for personnel while in shipyard or lay-up, provided that no additional costs or personnel are required.

~~16.07~~ During annual lay-up and yard periods, a crew member may arrange to trade with another crew member providing no overtime or shortage pay shall be paid by the Employer for such a trade and any such arrangement will be mutually agreed to in writing by the employees involved and the Employer prior to such a trade. These trades are arranged by the Union, pending approval by the Employer.

16.08-05 If a vessel is scheduled to leave service for any reason, as much notice as possible will be given to the crew members. Such notice shall include the date and place of lay-up.

16.09-06 Displaced Regularly Assigned Employees shall accept available assignments to their assigned out-of-service vessel before being temporarily assigned to an in-service vessel.

16.10-07 Those employees who are assigned to a vessel in the yard, and who reside in the same area, will be allowed to take meals on a designated hotel ship if available. The parties recognize that in the event meals are not provided, employees who are assigned to the vessel in the yard and who reside in the same area are not entitled to a meal allowance.

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RULE 17 – PAY PLAN

17.01 This Agreement includes a pay plan providing a cost-of-living differential between employees living in the State and those living outside the state in accordance with AS 23.40.210.

Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington. An employee establishes eligibility for COLD payments by establishing and maintaining their principal place of abode within the State. Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional reasonable documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when they relocate their principal place of abode in a manner which affects eligibility for COLD.

Wage tables are listed in Appendix A.

(A) Effective July 1, 2020, the straight time hourly rate of pay (in effect June 30, 2016) for all out of state classifications shall be increased by one and a half percent (1.5%). The in-state wages shall be increased by the same monetary value.

(B) Effective July 1, 2020, and following the increase provided in (A) above, the straight time hourly rate of pay for all out of state classifications shall be increased by 20% of the difference between the resident and the non-resident rate of pay. Non-resident probationary employees paid according to Rule 17.02 are excluded from this increase.

(C) Effective Jul 1, 2020 wages for positions on the M/V Lituya will be paid at the following Alaska resident rates of pay— Deck/Steward Utility will be paid the same wage as an Ordinary Seaman-Porter (OSP); Deck/Engine Utility will be paid the same wage as an Oiler; and LITUYA class AB will be paid the same wages as an Able Seaman (AB).

(D) Effective July 1, 2021, the straight time hourly rate of pay (in effect June 30, 2021) for all out of state classifications shall be increased by one and a half percent (1.5%). The in-state wages shall be increased by the same monetary value.

Effective July 1, 2022, the pay rates in effect on June 30, 2022, shall be increased by 0%. adjusted as follows, not to exceed five (5) percent based on the changes for the calendar year 2020 in accordance with the table below compared to the prior calendar years of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) for Anchorage, Alaska.

(A) Effective July 1, 2023, the pay rates in effect on June 30, 2023 shall be increased by 6.75 %,adjusted as follows, not to exceed five (5) percent based on the changes for the calendar year 2021 in accordance with the table below compared to the prior calendar years of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) for Anchorage, Alaska.

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(B) Effective January 1, 2024 the pay rates for all classifications shall be increased by eight-two cents (.82) per hour.

(C) Effective July 1, 2024, the pay rates in effect on June 30, 2024 shall be adjusted as follows, not to exceed five (5) percent based on the changes for the calendar year 2022 in accordance with the table below compared to the prior calendar years of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) for Anchorage, Alaska.

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Anchorage CPI-U	COLA
Less than 1%	0%
Greater than or equal to 1% and less than 2%	1.25%
Greater than or equal to 2% and less than 4%	2.5%
Greater than or equal to 4 %	5%

(D) Effective July 1, 2023 the Lituya Class A/B will be changed to Able Seaman and the wages will be increased by 5% for anyone working the A/B position on the Lituya that holds the "Master 100 GT" and "FCC restricted radio operator's license or permit"

(E) Effective July 1, 2023 the Deck/Engine Utility will be changed to Oiler and the wages will be increased by 5% for anyone working the positions.

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17.02 Effective July 1, 2019 Probationary employees who are working in one (1) of the Steward entry-level classifications shall have their wages established as 90 percent of the hourly rates established for that classification ~~in effect on July 1, 2016. The established rates of pay shall then be subject to the increases described in Rule 17.01 A & D.~~ Beginning with the first pay period in the month following when the employee completes the probationary period, the employee shall receive 100 percent of the hourly rates established for that classification.

17.03 Upon request in shipyard, one (1) Sailor's draw per week may be granted to an employee of up to 50 percent gross straight-time wages earned at the time of the draw, not to exceed five hundred dollars (\$500.00) in the event of an emergency. Draws will be issued at AMHS headquarters, or by the Purser after the Purser received written approval from AMHS headquarters or DOP&LR Payroll Services. Draw checks will not be cashed on the vessel.

17.04 An employee's vacation and sick leave will be totaled on the employee's time sheet copy at least once every quarter.

17.05 Premium pay shall not be paid in addition to any premium pay (pyramiding of premium pay is prohibited).

17.06 An employee who establishes eligibility for vacation under Rule 23.02(B), will seven (7) years after establishing such eligibility, begin receiving an annual lump sum payment equal to eighty-four (84) times that employee's straight-time hourly rate. Southwest and Lituya employees hired prior to June 30, 2008 will be eligible for the lump sum payment.

17.07 In the event that work performed places the employee in one (1) or more classifications when so directed by the Employer, the Employer agrees to pay such employee according to the highest-

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rated classification worked, provided that when the employee works more than one-half (1/2) of their regular workday at the higher-rated classification at the direction of the Employer, they shall be paid at the higher pay rate for the entire workday. When an employee is requested to work in a lower wage rate due to a temporary fluctuation in work, the employee's regular rate shall be paid for all such lower-rated work performed.

17.08 - Pay Problems

Any dispute by an employee alleging an error in their paycheck shall be brought to the attention of the Employer on employee "Notice of Pay Problem" forms within thirty (30) calendar days after the issue date of the pay warrant in question. It shall be the employee's responsibility to complete the form with full details of the complaint and to insure that the Union receives a copy of the "Notice of Pay Problem." The Employer shall respond within fifteen (15) working days from the Employer's receipt of the "Notice of Pay Problem." A copy of the response shall be sent to the Union. However, should the response not be satisfactory to the employee and the Union, a grievance may be entered at Step One under Rule 14.02 within fifteen (15) calendar days after the "Notice of Pay Problem" response is due or received, whichever is earlier.

The parties agree to establish a Labor management Committee to discuss Payroll practices and the processing of timesheets.

17.09 - Lost Wages

If an employee is not dispatched in accordance with the seniority provisions of Rule 26 and the dispatch provisions of Rule 27, the employee is due the difference in wages of the higher classification and the wages the employee earned during that assignment, or if not dispatched the wages that would have been earned, except where lost wages are specifically excluded.

17.09 Overpayments

Overpayments will be collected in accordance with the Alaska Administrative Manual, Section 330.010-050.

Overpayments discovered after one (1) year from the time the overpayment was made will be forgiven by the Employer, unless the overpayment was the result of fraud, deception, or the employee's negligence.

All disputes regarding the recovery of overpayments of compensation or other benefits covered by this agreement shall enter the grievance or complaint procedure, as applicable, at Step One or with the head of the employing agency or department respectively.

RULE 18 – HOURS -- VESSEL ON THE RUN

18.01 Twelve (12) hours shall constitute a day's work for watchstanders and non-watchstanders. The daily hours for watchstanders shall be 12 consecutive hours unless assigned by the Captain or Chief Engineer to work divided into sea watches of six (6) hours on duty followed by six (6) hours off duty. When a three watch system is in effect, sea watches for watchstanders are four (4) hours in duration.

18.02 - Day Crew Members -- Twelve (12) Hours

Twelve (12) consecutive hours shall constitute a day's work, except steward's department employees who may work twelve (12) hours a day broken into ~~any three (3)~~ two (2) work shifts with a minimum break of two (2) hours between shifts with a minimum of one (1) ~~six (6)~~ eight (8) hour break during a twenty-four (24) hour work period. Days on duty and days off duty shall be the same as for the watchstanding crew members. On the last day of the seven (7) day workweek, the Chief Steward shall post a schedule for the crew's next workweek detailing hours on duty and off duty for each position.

18.03 Purser's Department.

- (A) Chief Pursers may work twelve (12) hours a day broken into any two (2) work shifts with a minimum break of two (2) hours between shifts with a minimum of one (1) eight (8) hour break during a twenty-four (24) hour work period.
- (B) The Senior Purser and Junior Purser shall work twelve consecutive hours.

18.03(4) In-port Extras may be used to do any additional on-board work in their classification as defined by the Employer while the vessel is in revenue service and is in port.

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RULE 19 – MONTHLY WORK

19.01 Two (2) complete crews shall be assigned to each vessel with the workdays divided evenly during each year between the two (2) crews as nearly as practicable. ~~Each crew will work one (1) week (seven [7] consecutive days) followed by one (1) week off duty with the alternate crew relieving. The provisions of this Rule shall not apply to shipyard, lay-up or tie-up time. Each crew will work two (2) consecutive weeks, followed by two (2) consecutive weeks off duty, with the opposite crew relieving.~~

19.02 - ~~Two-One~~ Week Work Tours

The parties agree to allow employees the option of a ~~two-one~~ week on/~~two-one~~ week off schedule subject to the following guidelines:

(A) Employees working opposite, on different crews, must mutually agree on the one (1) week work schedule and receive approval from the General Manager of AMHS or designee.

(B) If one of the Regularly Assigned Employees is unable to meet the assignment agreement (vacation, sick leave, etc.) the most senior relief will be offered the position with a choice of either one- or two-week assignment. It is understood that no overtime will be incurred because either employee does not fulfill their part of the schedule while the vessel is on the run and the two (2) week schedule is in effect.

(C) There shall be no additional cost to the State directly related to this option. Employees changing from a one (1) week schedule to a two (2) week schedule when implementing a bid shall not be entitled to overtime for their regular work hours on their second workweek. Other provisions of Rule 22 shall apply.

(D) Unearned wages, payable under Rule 9, will be limited to 84 hours.

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