

Book

RULE 20 – EMERGENCY SERVICE

Emergency service such as collision, breakdown, standing to and rendering aid to another vessel or parties in distress shall not be considered overtime. The additional hours shall be paid for only at the straight-time rate. Any late arrival at crew change ports due to such emergency service is included and the straight-time rate, to the extent of the emergency service rendered as indicated in the ship's log, shall be paid to those crew members held over on duty. Breakdown shall be defined as rendering vessel dead in the water or loss of main propulsion. Emergency service shall continue only until vessels are in safe moorage at a dock or safe anchorage where the emergency repairs, minimally needed for safe operation, are to be affected.

RULE 21 – LATE ARRIVAL

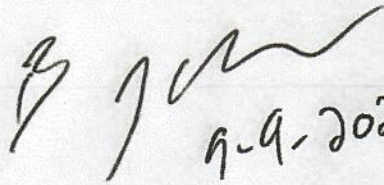
21.01 When a vessel is delayed for any reason other than "Emergency Service" in excess of one (1) hour after scheduled time of crew change at change ports, such delay shall be termed a "Late Arrival." Scheduled time of crew change shall be determined by the port captain's memo listing scheduled crew change times and verified by dispatch's bi-weekly pay period crew change memos. The hours involved in such delays shall be determined by the Deck Log. Total hours shall be calculated from the scheduled crew change times. If at the time the Crew List is posted on ~~Friday~~ Wednesday, a schedule change is implemented that calls for a longer workweek assignment than originally scheduled, Late Arrival will not apply.

21.02 Personnel scheduled to be relieved at their change port will be paid overtime rate of pay for that portion of the Late Arrival period that they are on duty and straight-time for that period that they are off duty with the following limitations:

- (A) Twelve (12) hours pay of either scale or combination thereof shall constitute a day's pay.
- (B) ~~Nonwatchstanders~~ Non-watch employees shall be paid for the delay one-half (1/2) at straight-time and one-half (1/2) at overtime, unless proof of time actually worked is in excess of one-half (1/2) the delay period. In that case, the overtime will apply to the time worked.
- (C) The foregoing applies to delays of twelve (12) hours or less. Delays over twelve (12) hours will be handled under regular call back or overtime rules for the entire Late Arrival.

21.03 - Early Crew Change

When circumstances, other than a schedule change or a change in change ports, necessitate an early crew change, and the change is made twelve (12) or less hours early the provisions of Rule 21.02 will apply. If the change is made more than twelve (12) hours early, Rule 22.02 will apply.


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RULE 22 - OVERTIME**22.01 - Overtime**

(A) When a crew member is called back to work in advance of regular straight-time and overtime is extended into straight-time, or is required to work beyond normal straight-time and straight-time is extended into overtime, the minimum overtime payment shall be one (1) hour.

(B) When crew members are released from duty having completed their regular watch and are called back to work and are released before their next watch commences, the minimum overtime payment shall be two (2) hours.

Overtime payments in excess of the minimums provided for in this Agreement shall be computed as provided above.

(C) When crew members are on overtime and are released from duty with less than one (1) hour prior to going on watch at straight-time, time shall run continuously. If crew members are called back to duty and released within one hour of completing their regular watch, this will be considered a one-hour hold-over.

(D) Off watch overtime shall commence when a crew member is called out and the crew member shall be called at least thirty (30) minutes before work commences.

(E) When the deck crew is called out for mooring of the vessel, the actual time crew is called shall be entered in the ship's log for use in compiling proper time-sheet entries. Crew shall remain on call-out status until released by the Master after line stowage and secured for sea. If called back to work for the purposes of let-go and/or tie-off after being released by the Master, it will be considered a separate call-out with a minimum overtime payment of two (2) hours, as defined in 22.01 (B).

(~~E~~) There shall be no overtime payments for work of ten (10) minutes or less beyond minimum call-out time.

22.02 When a Regularly Assigned Employee has worked a regularly assigned two weeks (~~seven fourteen~~ [714] consecutive days) and is required to work during the assigned days off (~~seven fourteen~~ [714] consecutive days) the employee shall be paid at the overtime rate of time and one-half (1-1/2) for the time worked, with a minimum of twelve (12) hours at the overtime rate for the day in which the employee reports to work. When an employee is required to work on their week-two ~~weeks~~ off due to a schedule change or change in change ports, the twelve (12) hour minimum will not apply and the employee will receive the standard six (6) hours of pay at the overtime rate for the day in which the employee reports to work. When an employee is assigned to a permanent upgrade position, this Rule shall not apply for the first consecutive ~~seven fourteen~~ (714) day period.

22.03 - Work in Excess of ~~Eighty-Four~~ One Hundred Sixty-Eight Hours Per Assignment

(A) Twelve (12) hours shall constitute a day's pay. Time worked in excess of twelve (12) shall be paid at one and one-half the employee's straight-time rate of pay.

(B) ~~Eighty-four~~ One hundred sixty-eight (84168) hours shall constitute a normal assignment for all employees other than those dispatched as Extras or in accordance with Rule 25.01(D). All

employees shall be paid for time worked in excess of ~~eighty-four~~ one hundred sixty-eight hours at one and one-half the employees straight-time rate of pay in fifteen (15) minute increments.

(C) A Regularly Assigned Employee's "normal" change day shall be the ~~eight~~ fifteenth (15) calendar day after they are relieved. For example, if an employee was relieved on Friday, their change day would also be the following a Friday.

(D) If a Regularly Assigned Employee returns to work prior to their calendar change day as described in (C), above, the RAE will be paid at one and one-half the employee's straight-time rate of pay for six (6) hours on the day they report to work. The RAE will continue to be paid at one and one-half of the employee's straight-time rate of pay for actual time worked until their normal calendar crew change day. On that day, the RAE shall be paid for six (6) hours at one and one-half the employee's straight-time rate of pay, and six (6) hours at the straight-time rate of pay.

~~(E) When an employee is on any crew bringing a vessel in or out of the yard, seetime will begin or end in accordance with Rule 16. Once the employee has completed eighty-four~~ one hundred sixty-eight (84168) hours of work in seetime status, they shall be paid at one and one-half their straight-time rate of pay for actual time worked, until relieved or seetime is broken.

~~(F) Employees working a two week on two week off schedule shall receive overtime for any work in excess of one hundred and sixty-eight (168) hours.~~

22.04 – Holdover

RAEs, DRAEs, RARE, Reliefs, and Seasonal Employees who worked a full fourteen (14) day (one hundred sixty-eight [168] hour) assignment and are held over shall receive overtime at time and one-half the employee's straight-time rate until they are relieved. Overtime will be paid starting on the fifteenth (15th) continuous day of work. Continuous days of work do not have to be performed on the same vessel. Any break in continuous day of work for two (2) days or more, will end the entitlement to holdover overtime. Travel time and/or pay will not be considered hours worked. Once an employee's eligibility for holdover overtime is discontinued, the employee must work a full fourteen (14) day (one hundred sixty-eight [168] hour) assignment at the straight time rate of pay prior to being eligible for a new entitlement.

~~DRAEs, RARE, Reliefs and Seasonals who worked a full assignment, but who are required to work past their "normal" change day shall receive overtime at time and one-half the employee's straight-time rate until they are relieved, or until the next "normal" change day. This overtime is only due if the employee is required to work continuously.~~

22.05 - Computation and Assignment of Overtime

(A) There shall be no pyramiding of overtime.

(B) The employer agrees to attempt to equalize overtime between qualified employees within each department as operations permit.

RULE 23 – VACATION

23.01 - Employees Hired On or After July 1, 2008.

The vacation accrual and eligibility for accrual for employees hired on or after July 1, 2008, shall be in accordance with 23.01 (A) and (B) below.

(A) Accrual Rates. Vacation shall accrue according to the following schedule:

| Years of Continuous Service | Vacation Accrual Hours Per Year |
|--------------------------------------|---------------------------------|
| 0 but less than 2 | 84.0 |
| 2 but less than 3 | 168.0 |
| 3 but less than 4 | 252.0 |
| 4 but less than 5 or more | 336.0 |
| 5 or more | 420.0 |

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the employee has accumulated one thousand ninety-two (1,092) straight-time hours of compensation. The employee will then be considered as having six months of continuous service, and shall be credited with forty-two hours of vacation. Once the employee has established six months of continuous service, they will be considered eligible for vacation accrual, and will be credited with one-thirteenth (1/13) of the year's vacation accrual during every month in which the employee is compensated for a minimum of eighty-four (84) straight-time hours in accordance with the rate shown in Rule 23.01(A). Once the employee has accumulated two thousand one hundred and eighty four (2184) hours of straight time compensation they will then be considered as having established a leave anniversary date. Vacation in successive years shall be at rate shown in Rule 23.01(A).

23.02 - Employees Hired On or After April 1, 1985.

The vacation accrual and eligibility for accrual of employees hired on or after April 1, 1985, shall be in accordance with 23.02(A) and (B) below.

(A) Accrual Rates. Vacation credits shall accrue according to the following schedule:

| Years of Continuous Service | Vacation Accrual Hours Per Year |
|--------------------------------------|---------------------------------|
| 1 but less than 2 | 84.0 |
| 2 but less than 3 | 168.0 |
| 3 but less than 4 | 252.0 |
| 4 but less than 5 | 336.0 |
| 5 or more but less than 7 | 420.0 |
| 7 or more | 504.00 |

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the employee has accumulated two thousand one hundred eighty-four (2,184) straight-time hours of compensation. The employee will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the employee shall be credited with eighty-four (84) hours vacation. Vacation in successive years shall be at rate shown in Rule 23.02(A).

Vacation benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in Rule 26.

Once eligible for vacation accrual, an employee will be credited with one-thirteenth (1/13) of the year's vacation accrual during every month in which the employee is compensated for a minimum of eighty-four (84) straight-time hours. An employee's leave anniversary date will be adjusted forward one (1) month for each calendar month that the employee does not receive vacation credit.

23.03 - Employees Hired Prior to April 1, 1985

The vacation accrual and eligibility for accrual of employees hired prior to April 1, 1985, shall be in accordance with 23.03(A) and (B) below.

(A) Accrual Rates. Vacation credits shall accrue according to the following schedule:

| Years of Continuous Service | Vacation Accrual Hours Per Year |
|-----------------------------|---------------------------------|
| 1 but less than 2 | 84.0 |
| 2 but less than 3 | 168.0 |
| 3 but less than 4 | 252.0 |
| 4 but less than 5 | 336.0 |
| 5 but less than 7 | 420.0 |
| 7 but less than 10 | 504.0 |
| 10 or more | 588.0 |

(B) Eligibility for Accrual. Eligibility for vacation accrual shall commence once the employee has accumulated one thousand six hundred (1,600) straight-time hours of compensation within any twelve (12) month period from date of original hire. The employee will then be considered as having one (1) year of continuous service, thereby establishing a leave anniversary date. Upon the establishment of a leave anniversary date, the employee shall be credited with eighty-four (84) hours vacation accrual. Vacation in successive years shall be at rate shown in Rule 23.03(A).

Vacation benefits awarded under this Rule will not be construed as establishing seniority, which is separately defined in Rule 26.

Once eligible for vacation accrual, an employee will be credited with one-thirteenth (1/13) of the year's vacation accrual during every month in which the employee is compensated for a minimum of eighty-four (84) straight-time hours. An employee's leave anniversary date will be adjusted forward one (1) month for each calendar month that the employee does not receive vacation credit.

23.04 - Use of Vacation

(A) Vacation shall be taken at a time that is mutually agreeable to the Employer and the crew member. All vacations and leaves of absence must be approved by the Employer in advance of their commencement. Such approval will not be unreasonably withheld.

(B) During periods of lay-up of vessels, crew members with greater amounts of vacation may be required, upon request from the Union, to utilize this time in order to permit other members to remain working.

23.05 - Terminal Leave

In case of an employee terminating services at any time after the employee has established eligibility for vacation benefits, the employee shall receive cash payment for whatever vacation that employee has accrued.

23.06 - Vacation Pay Rate

Regularly Assigned Employees and RAREs shall be paid for vacation at the rate of their current bid job, employee's not holding permanent bid position will be paid at the rate of pay for the classification in which the majority of the employee's time was worked within the preceding year. Relief Employees shall receive the rate of the classification in which the majority of the employee's time was worked within the preceding twelve (12) months. Seasonal Employees shall be paid for vacation at the entry-level rate for the department in which the majority of the employee's time was worked within the preceding twelve (12) months. An employee who works and uses time off in the same month must use the same pay type (Southeast or Southwest) for time off.

Employees may use annual leave or A-days for an entire month, but may only combine annual leave and A-days in any one month when their annual leave or A-day account is depleted.

23.07 - Maximum Accumulation of Vacation

Vacation accrued but not used shall accumulate to a maximum of ~~eight hundred and forty (840)~~ nine hundred and twenty four (924) hours on June 30 of any calendar year. If an employee has, as of June 30, an amount of vacation in excess of ~~eight hundred and forty (840)~~ nine hundred and twenty four (924) hours, the excess shall be deducted from the employee's vacation balance. However, if circumstances cause the Employer to refuse an employee's timely request for vacation, the amount of vacation refused will be carried over.

23.08 - Union Business Leave

(A) Member who have provided written consent through an authorization form per Rule 5.02 shall have six (6) hours of vacation contributed to the Union Business leave Bank on an annual basis. Assessments shall take place upon written request from the Regional Director on or before August 1st of each year.

Such vacation assessments will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank. When business leave is used in accordance with the other provision of this Section, dollars will be withdrawn from the Union Business leave Bank equal to the hourly rate (with benefit costs) of the bargaining unit member utilizing the leave times the hours of leave taken. All vacation transferred to the Bank is final and not recoverable for re-credit to an individual's vacation account.

Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union and other purposes as may be determined by the Regional Director. Requests for withdrawal from the Bank shall be made only by the Regional Director to the Director of Personnel & Labor Relations on forms mutually agreed on by the parties and furnished by the Union.

For hours requested on dates which do not coincide with an IBU member's scheduled work week(s), the member shall receive only a cash-out for the hours requested from the Union Business

Leave Bank. The cash-out shall be treated in the same was as a cash-out of the member's personal vacation leave hours.

(B) Employees shall be allowed to voluntarily donate vacation to the Union Business Leave Bank, subject to the following procedures and conditions:

- (1) Each employee wishing to donate vacation will fill out, date and sign a vacation request showing the amount of vacation to be donated.
- (2) Each such vacation request will have written or typed along the bottom, "Vacation donation to Inlandboatmen's Union of the Pacific, Alaska Region, Union Business Leave Bank."
- (3) Inlandboatmen's Union of the Pacific, Alaska Region, will deliver all such vacation requests to the Alaska Marine Highway System. The vacation hours shall then be converted to dollars at the hourly rate of the donor and be transferred to the Union Business Leave Bank.
- (4) The Employer will not be responsible for the collection, or any statements made in relation to the collection, of said donations.
- (5) All donations are final and not recoverable for recredit to the donor's account.
- (6) It is understood that such voluntary vacation donations are in addition to the mandatory vacation donation required under Rule 23.08(A).

(C) The release of members from duty for Union Business Leave shall be handled on the same basis as release for vacation. Approval for such release shall not be unreasonably withheld by the Employer.

23.09 - Court Leave

(A) An employee who is called to serve as a juror or is subpoenaed as a witness shall be entitled to court leave provided that they would have been working aboard a vessel of the Alaska Marine Highway System. Employees must notify the personnel section in writing within ten (10) days of receipt of notice and prior to jury service in order to be eligible to use court leave. Court leave shall be in the form of straight time pay for the hours of work missed due to service as a juror or witness at the pay rate that would be appropriate if the employee were on annual leave. To receive pay for court leave, the employee must turn over to the Alaska Marine Highway System all monies received from the court as compensation for service as a juror, or any monies received as compensation for service as a witness. Claims for court leave must be supported by written documents such as a subpoena, Marshall's statement of attendance and compensation for service, per diem and travel.

(B) Employees will only receive court leave pay from the AMHS for the actual time that they are physically unable to work because they either have not been excused or have been selected and physically served on a jury or as a witness. In all cases, the individual must present proper documentation in accordance with Rule 23.

In order to assure pay during the time involved with court duty, employees should submit a request for annual leave for the affected pay period(s) and accrual balance adjustments will be made when

the verification documents are given to the personnel section of the AMHS. In all cases, the individual must present proper documentation in accordance with Rule 23.

Seniority shall accrue while the employee is on paid court leave for the time absent from work provided the employee was eligible for dispatch based on their seniority.

(C) Jury Pool Leave: Upon receipt of notification of the employees selection to the jury pool , and where daily call-ins are required, the employee must notify the personnel section in writing immediately upon notification. If scheduled work assignments conflict with the notification to serve on the jury pool, the employee must make a request to the clerk of the court to exempt the employee for scheduled days of work. If an employee's request is denied, then the employee will be placed on court leave for the amount of hours sufficient to comply with the provisions of Rule 25. The employee must provide written documentation from the clerk of the court in order to receive court leave.

23.10 - Other Approved Leave

Upon application and approval of the appointing authority, an employee may be granted leave without pay. Such leave shall not normally exceed six (6) months. Said periods of leave without pay shall not be unreasonably denied.

The employee's seniority held at the time of leaving active service shall remain static except as provided for in Rule 26.

23.11 - Leave Donations

Members of this bargaining unit shall be allowed to donate annual leave to and receive donations of annual or personal leave from employees in this unit or those represented by a different union or non-covered employees subject to the following provisions:

- (A) Each employee wishing to donate annual/personal leave will fill out, date and sign a leave slip showing the amount of leave to be donated subject to a minimum of four hours. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name, Employee Identification Number)."
- (B) The recipient's union will be responsible for gathering all leave donations to be forwarded to the Payroll Services Section to the recipient's account during the pay period in which received (1 through 15, or 16 through the end of the month) for use from that pay period forward. Donations shall not be posted for use in a pay period prior to that in which received.
- (C) The Payroll Services Section will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account from one individual shall not exceed one hundred sixty-eight (168) Southeast hours or two hundred and forty (240) Southwest hours during the life of the current agreement. Donated leave may not be used until all accrued sick and annual leave has been exhausted.
- (D) Once the Payroll Services Section has completed the above process, the State will not be obligated for further processing or liabilities resulting there from. Once the donation has been

transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account.

23.12 - Requesting Vacation

Request for vacation must be received by the AMHS 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 twenty (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. Use of leave will be according to how the employee would have been scheduled based on their last full assignment, regardless of seniority.

23.13 - Vacation Cash-ins

Employees who have earned vacation hours, upon written request to the Employer, shall receive payment for accrued but unused vacation. An employee may not request or receive a vacation cash-in that would reduce the employee's accrued vacation balance below twelve (12) hours. Upon payment, the employee's vacation balance shall be reduced by the number of hours for which payment is made. Requests for cash-ins shall be made using the State of Alaska Leave Slip form. Payment shall be made no later than one (1) pay period following the pay period in which the request is received. No more than six (6) vacation or "A" Days cash-ins will be processed in a calendar year.

RULE 24 – HOLIDAYS

24.01 The following holidays shall be recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veterans Day, Thanksgiving and Christmas Day, or other days as may be declared as legal holidays by the Governor of Alaska.

24.02 All employees in pay status shall receive twelve (12) hours at the appropriate straight-time base rate of pay for each holiday listed in Rule 24.01. Employees shall be paid for holidays at the rate of pay for the classification in which they are assigned at the time of the holiday.

24.03 Employees assigned to a ship in the yard or lay-up shall receive twelve (12) hours at the appropriate straight-time base rate of pay for each holiday listed in Rule 24.01.

24.04 Employees required to work on a holiday will be paid at the overtime rate of pay for actual hours worked. This pay will be in addition to the straight-time pay in Rule 24.02 and 24.03. Actual hours worked on a holiday will be credited towards an employee's minimum guarantee. Actual hours of work on a crew change day will be considered to be six (6) hours.

24.05 An employee shall be considered in pay status for the purpose of holiday pay when said employee is in pay status within seven (7) days of the holiday. The employee shall receive twelve (12) hours of holiday pay at the straight time rate of their current bid job. Employees, not holding a permanent bid position, shall be paid for holidays at the rate of pay for the classification in which the majority of the employee's time was worked within the preceding year. For the purposes of this Rule an employee must have been hired prior to the holiday and must not have terminated before the holiday.

24.06 - Observance of Holidays

A designated holiday will ~~normally~~ be observed on the calendar day on which it falls. Crewmembers working in more than one bargaining unit during a workweek in which a holiday falls will only receive holiday pay and/or holiday overtime pay once for each holiday.

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RULE 25 - MINIMUM GUARANTEE

25.01

(A) ~~All Regularly Assigned Employees shall receive in wages not less than eighty-four (84) times the employee's basic straight-time rate for each bi-weekly pay period. Minimum guarantee will not apply if the employee only works the first day of the pay period when entering or leaving a yard. All Regularly Assigned employees who work a regular assignment of one hundred and sixty-eight (168) hours shall receive in wages not less than one hundred sixty-eight (168) times the employee's basic straight time rate for the respective pay period (from the start of the assignment going forward), so that in two consecutive pay periods he or she shall receive a total of 168 hours of compensation. Minimum guarantee will not apply if the employee only works the first day of the pay period when entering or leaving a shipyard.~~

While working one week work tours in accordance with rule 19.02 Regularly Assigned Employees shall receive in wages not less than eighty-four (84) times the employee's basic straight time rate for each bi-weekly pay period. Minimum guarantee will not apply if the employee only works the first day of the pay period when entering or leaving a yard.

(B) All Relief Employees, RAREs and DRAEs shall receive in wages not less than ~~eighty-four (84)~~ one hundred and sixty-eight (168) hours straight-time pay for each assignment.

While opting to work a one week work tour in accordance with rule 19.02 (B) Relief, RARE, and DRAE employees shall receive in wages not less than eighty-four (84) hours straight-time pay for each assignment. Minimum guarantee will not apply if the employee only works the first day of the pay period when entering or leaving a yard.

(C) Holiday Premium Pay, overtime worked beyond the basic straight-time day and the premium portion of overtime shall be paid in addition to the guarantee.

(D) The above shall not apply to crew members engaged as seasonals or extras to relieve crew members for vacations, illness or leaves of absence.

25.02 - Show-Up Pay

When a relief is dispatched and reports to a job, but is not put to work, they shall be guaranteed a minimum of a full day's pay (twelve [12] hours) for the assignment.

25.03 Employees dispatched for a full assignment shall be paid for six (6) hours of work on the first and last day of the assignment.

25.04 Employees dispatched for less than a full assignment shall be paid for actual hours of work on the first and last day of the assignment, but not less than six (6) hours.

25.05 Inport Extras will be paid a minimum of three (3) hours for each assignment. Any time worked in excess of twelve (12) hours in a twenty-four (24) hour period will be paid at the overtime rate rounded up to the next fifteen-minute increment.

25.06 Yard Extras will be paid a minimum of 12 hours per day for each day worked

RULE 26 – SENIORITY

26.01 The Employer recognizes the principle of seniority in the administration of promotions, transfers, layoffs and recalls. Employees' seniority rights shall be applied to the award of bids in accordance with Rule 28, and shall be applied to dispatch and job assignment in accordance with Rule 27.

26.02 Seniority is the total length of service with the Employer in any classification covered by this Agreement, and shall begin with the first day of work with the Employer. Seniority shall be cumulative utilizing the formula of one (1) point for each point calculation period pay period. One (1) seniority point equals two (2) pay periods. There are three (3) categories of seniority -- job seniority, department seniority, and company seniority.

26.03 In computing seniority, a seniority point shall be earned at the end of the seniority calculation period in which the employee is in pay status for a minimum of eighty-four (84) straight-time hours. Earned seniority points are not available for use until the next scheduling period.

Employees in non-pay status will not accrue seniority points. An assignment that commences in one (1) seniority calculation period and ends in another shall be credited to the seniority calculation period in which the assignment began, unless the employee has been in pay status for eighty-four (84) straight-time hours before the end of the seniority calculation period in which the assignment began. If the eighty-four (84) hour minimum has already been filled, the hours in pay status in the following calculation period shall be credited to that calculation period for the purpose of computing seniority.

(A) JOB SENIORITY

Job seniority is the length of service in a bid job in a given classification, beginning with the administrative award date. If a Regularly Assigned or Regularly Assigned Relief Employee does not satisfactorily complete the probationary period in a bid job, the job seniority points accrued in the probationary period shall be converted to the employee's previous classification. If a Relief or Seasonal employee bids on a regularly assigned position and fails to satisfactorily complete the probationary period, any job seniority points accrued as a result of that bid shall be forfeited. Regularly Assigned Relief Employees (RAREs) shall accrue job seniority in the designated classification.

When an employee is awarded a bid job, job seniority in other departments shall be retained for one calendar year after the employee satisfactorily completes the probationary period. After that year, job seniority points in other departments shall be deleted without loss of department or company seniority.

In the event a crewmember is temporarily dispatched to a downgrade at the request of the Employer, they shall receive the rate of pay for their bid position. However, in the event of reduction in force, crewmembers shall be paid at the rate of their resultant assignments.

(B) DEPARTMENT SENIORITY

Department seniority is the length of service in a given department. Points for department seniority are established by the completion of eighty-four (84) straight-time hours in a department. Department seniority begins in the point calculation period in which the employee began the eighty four (84) straight-time hours.

If an employee works in more than one department in a seniority calculation period, the employee will be entitled to one department point for each department worked, provided the employee has worked at least eighty-four (84) hours in each department. An assignment that begins in one point calculation period and ends in another shall have the department point credited to the calculation period in which the assignment began.

Under no circumstances shall any employee receive more than one Company point, or more than one Department point in each department in any one seniority calculation period. Starting with the implementation of this contract, employees who start a workweek in one department and get transferred to another department during that workweek shall receive a department point for the department in which the most hours were worked that week.

(C) COMPANY SENIORITY

Company seniority is the total length of service with the Employer in any classification covered by this Agreement and begins with the first day of work with the Employer. Points for company seniority are established by the completion of eighty-four (84) straight-time hours within a point calculation period with the Employer.

26.04 Any employee who has established seniority and is selected to any full-time office in the Union shall continue to accrue seniority throughout either term or terms of office. Full time Officers of the Union shall include Regional Director, Patrolman, and Lobbyist. Vacation and sick leave balances will remain intact for the duration of their term of office, if they return to work with the Employer within ninety (90) days after leaving Union office.

When the employee returns to work status following their term as Regional Director, Lobbyist or Patrolman, the employee shall return as a RARE and shall be dispatched in seniority order with other RAREs in that classification.

Any employee who is transferred to a position in Management shall continue to accrue seniority for twenty-four (24) months, after which their seniority will be frozen for the duration of employment with Management.

26.05 Seniority shall be terminated and the Employer-employee relationship severed by the following conditions:

- (A) Pursuant to the terms of LOA 17-II-277 Rule X.
- (B) Discharge for cause.

- (C) Continuous layoff of nine (9) months duration.
- (D) Resignation or separation from State service.
- (E) Failure to return from leave of absence, upon expiration of Family and Medical Leave and/or Alaska Family Leave, leave or seasonal layoff on agreed date, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer.

26.06

(A) Employees may be granted leaves of absence up to six (6) continuous months in any year without loss of seniority. Retention of seniority during a longer leave of absence may be arranged for by agreement between the Employer and the Union. The six (6) month limitation shall not apply to disability cases or to schooling to upgrade in the Maritime Industry. Time involved during each leave of absence shall not be accumulative in regard to total seniority time. Seniority credit held at time of leaving active service will remain static until return to active service. Therefore, periods of leave without pay time shall not be used when computing continuous service for pass, leave or retirement benefits. The provisions of Rule 31 shall apply when an employee applies for Family Leave.

(B) Regularly Assigned Employees, Regularly Assigned Relief Employees, and Relief Employees may request to receive seniority, up to three (3) points, while in approved leave without pay status during reduction in force periods. Seasonal Employees may take leave without pay but will not accrue seniority; it shall remain static.

26.07

(A) Electronic seniority rosters shall be posted quarterly reflecting job, department and company seniority points as of March, June, September and December. The Union offices and all ships shall be provided electronic copies of the seniority roster.

(B) Within ten (10) working days of receipt of notification of error in seniority point calculation, the Employer shall act upon or dispute seniority adjustments or corrections that are submitted by the Union in writing to the General Manager, AMHS or designee. In any case no notification of error will be considered outside the previous two (2) years. The Employer shall not be liable for lost wage claims until after the correction has been agreed upon or the dispute has been settled. The Employer shall be allowed fifteen (15) working days to implement any corrections.

(C) In application of seniority the Union shall administer and decide any dispute. An employee's dispute regarding seniority decisions made by the Union shall be resolved through the procedure set forth in the Union's Constitution and Bylaws and shall be implemented prospectively, upon notification to the Employer.

RULE "X" Unlicensed Working Licensed

When an IBU member accepts employment in an AMHS licensed deck or engineer officer position not covered by the IBU (i.e., those licensed positions covered by MM&P or MEBA), the following terms and conditions will apply:

1. The employee will rescind their unlicensed bid position effective 1st day they begin working a temporary licensed officer position and will become a temp RARE in their former bid position.
2. The employee's vacation, sick leave, and/or A-days balance(s) will remain static as of the date they first worked a temporary officer position. There will be no accruals under the IBU collective bargaining agreement for time worked as a licensed officer. Upon acceptance of a permanent licensed officer position with the AMHS, their balances will then become available for use under the terms of the MEBA or MM&P collective bargaining agreement(s). If they are not appointed to a permanent licensed officer position with the AMHS and they do not return to a position covered by the IBU under the terms of paragraph 4 below, their vacation and A-days will be cashed out at the rate of pay of their last held unlicensed bid position, or the rate of pay for the unlicensed classification in which the majority of their time was worked within the preceding year, and all sick leave hours will be lost. The terms of this agreement do not prohibit requests from the employees to cash-in vacation and/or A-days, according to the terms and conditions of the IBU collective bargaining agreement.
3. The employee's accrued IBU seniority points will be held static as of the date they first work a ~~licensed deck or~~ temporary licensed officer position and will remain static until their return to employment in a position covered by the IBU under the terms of paragraph 4 below. Seniority shall be terminated if they accept a permanent licensed officer position or if they resign or separate from State service.
4. (A) If the employee wishes to return to an unlicensed position, they will provide two (2) weeks written notice to AMHS Dispatch. Upon receipt of such written notice from the employee, AMHS Dispatch will place the employee on the next to go list and schedule them based on seniority.

(B) Upon returning to work in an unlicensed position, even if the employee continues to periodically accept work as a temporary licensed officer, the employee will remain designated as a RARE for two (2) years after the date they first work a temporary licensed officer position. After two years have passed, if the employee has not been awarded a new unlicensed bid job, the employee shall become a Relief employee. At any time, if the employee applies for and is awarded an unlicensed bid job, the employee agrees to not work any licensed officer position for a period of two (2) years from the date the unlicensed bid is awarded. However, during this two (2) year period, if the employee accepts any work as a licensed officer, the employee is considered to have resigned from IBU positions.

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RULE 27 - DISPATCH

The State and the Union agree to form a Labor Management Committee (LMC) under Rule 1.04 for the specific purpose of addressing non-cost dispatch process issues. Participation in the LMC by the Union shall be at no cost to the State.

27.01

(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 AMIS 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 will 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 (NTG)) 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 NTG list in the proper seniority order, even if the employee has had seven (7) 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 (7), the employee must go to the assignment. If the employee refuses the assignment they will be not necessarily dispatched for fourteen (14) days.

Probationary employees have limited selections on the Dispatch Selection Form to opt out of assignments.

In any event, if no employee accepts the assignment in the two paragraphs above, Dispatch will then rework the NTG list in reverse seniority order. Employees on the NTG list that refuse the assignment consistent with their choices on their Dispatch Selection Form, will be "not necessarily

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dispatched" for fourteen (14) 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 (14) 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~~ Friday 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-RAI 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.

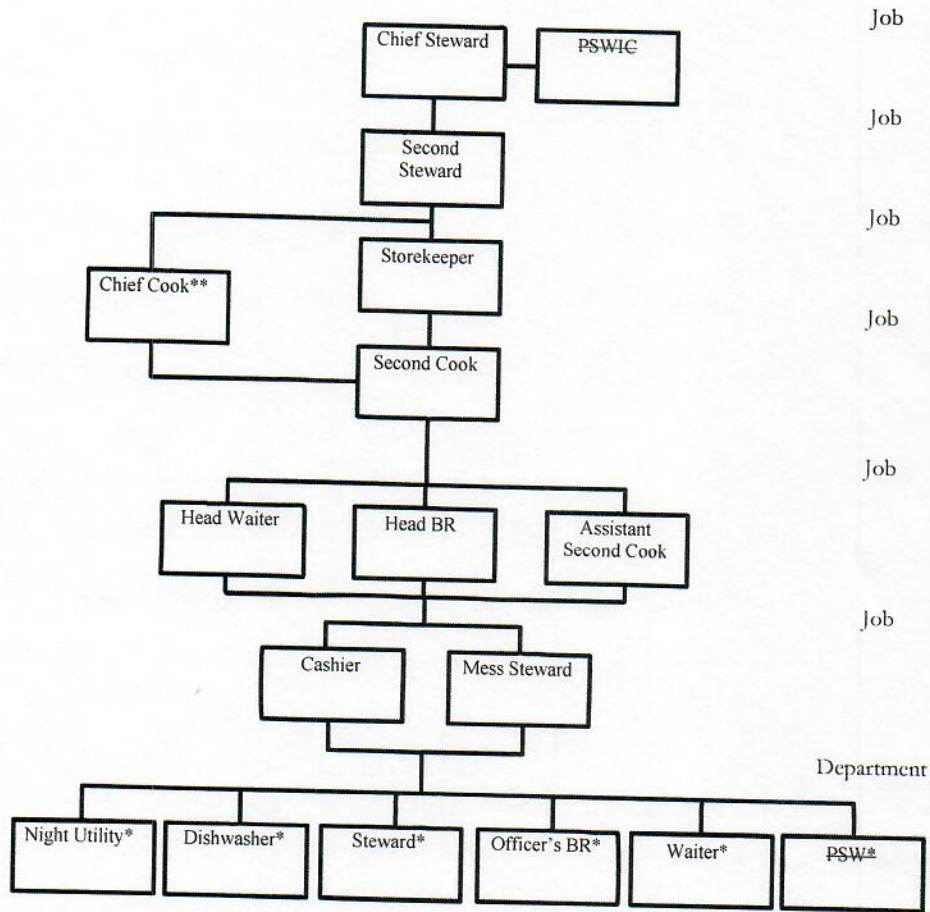
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If the employee has no personal leave hours available or the dates they were unfit do not coincide with the missed assignment they will be placed on the next to go list. In order to be placed on the NTG list in these situations the employee is responsible 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.

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(1) Steward Department



Job

Job

Job

Job

Job

Job

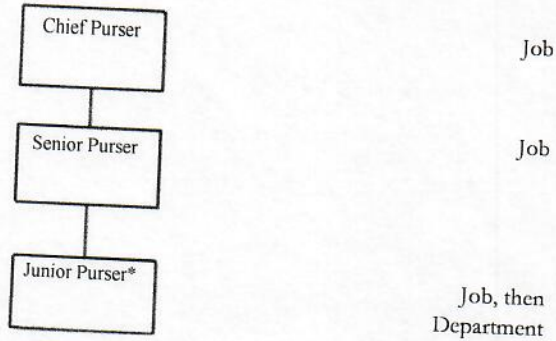
Department

*Entry Level Position

**Employees advancing to RARI: Storekeeper and above without previous assignment to Chief Cook or Second Cook shall not be dispatched to Chief or Second Cook during RIF.

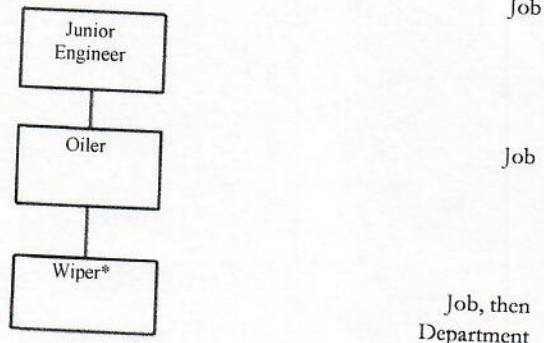
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(2) Purser Department



*Entry Level Position for dispatch during RIF

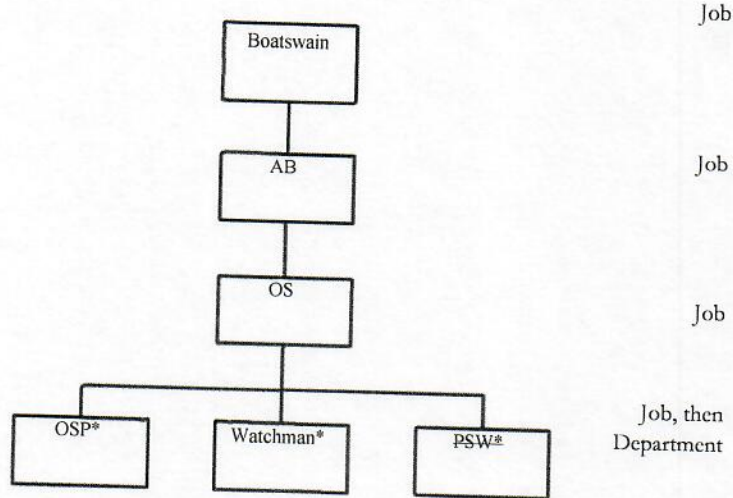
(3) Engine Department



*Entry Level Position for dispatch during RIF

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(4) Deck Department



*Entry Level Position for dispatch during RII

(F) RELIEF ASSIGNMENTS

Rosters of employees interested in entry-level relief assignments to departments other than the steward's department, shall be maintained by department seniority. When dispatching entry-level relief assignments, first consideration shall be given to the employee with the most department seniority in the department in which the assignment is available. If an employee refuses a relief assignment in one (1) department in order to be dispatched to one (1) or two (2) of the other departments, then that employee's seniority in the department to which dispatch has been requested shall be substituted for that employee's company seniority for purposes of determining order of dispatch.

(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.

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(11) REDUCTIONS IN FORCE

(1) In the event there is a reduction in the working force which results in reassignment, employees shall be reassigned on a job seniority basis in the reverse order of their prior bid position. Job seniority points earned in higher level classifications other than that of their current bid will not be considered. Employees assigned in this manner shall receive the applicable pay rate for the position to which assigned.

(2) The following shall apply for the administration of seniority rights during reduction-in-force periods:

- (a) Displaced Regularly Assigned Employees shall accept available relief assignments within their job classification provided no assignment is available in Rule 16.09.
- (b) If no assignment is available within their job classification they will temporarily displace the most junior employee in the respective classification.
- (c) Regularly Assigned Employees who refuse a yard assignment on their vessel will not be afforded bumping rights to any classification. Refusal of such assignments will result in the Regularly Assigned Employee being added to the relief pool and dispatches will be made on the basis of job seniority.
- (d) Displaced Regularly Assigned Employees working in the Southeast System shall not normally be expected to have to temporarily displace junior employees within the Southwest System. The same applies for DRAE's working the Southwest System.

(1) RETURN TO SERVICE

When employees are called back to service, the last laid off shall be the first restored to work. Employees who have been laid off shall keep the Employer informed of their whereabouts in order to remain available for reassignment.

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RULE 28 - BID AWARDS

28.01 Bid Jobs are regularly assigned positions on board a particular vessel and crew. Bid job vacancies shall be posted on board each vessel, at the AMHS Dispatch office, on the AMHS internal resources website, and at the offices of the IBU-P for a period of not less than thirty (30) days. Relief personnel may be assigned to fill vacancies until the vacancy is filled through the bid award process. Vacancy advertisements will be posted and applications processed in accordance with the provisions set out in Rule 28.

28.02

(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. In awarding of bids an employee's personnel file will be subject to review.

(B) Pursuant to the parties' recognition of the principle of Affirmative Action, a bid to be awarded in a classification where underutilization has been found to exist may be awarded to the senior qualified bidder who is a member of the underutilized group. Any unsuccessful bidder shall have appeal rights under Rule 14.

(C) Transfer and Lateral: Employees will be required to work a bid position for a minimum of six (6) months before they are eligible to bid a transfer or lateral vacancy. This applies only to positions acquired by lateral or transfer.

Upgrades or Downgrades: Employees who are awarded a bid that results in an upgrade or a downgrade will be eligible to transfer or lateral to another job in the same classification one (1) time during the first six (6) months.

Employees who rescind a bid will be required to wait six (6) months prior to bidding on any other position in the same classification. In no case will an employee be allowed to lateral or transfer more than one (1) time in a six (6) month period.

28.03 Notwithstanding Rule 28.02(A), management retains the right to select and appoint employees in the following classifications: Chief Purser, Chief Steward, and ~~Passenger Services Worker in Charge~~. Appointment to these classifications shall occur through the following process. The Employer shall post notice of job vacancies for Regularly Assigned and Regularly Assigned Relief bid openings for the above classifications aboard all AMHS vessels, at the AMHS Dispatch office, on the AMHS internal resources website, and at the offices of the IBU-P for a period of not less than thirty (30) days. In filling the vacancies for these classifications, the Employer will select an individual from the pool of applicants who is deemed qualified and competent to perform the duties of the position. Seniority will be considered.

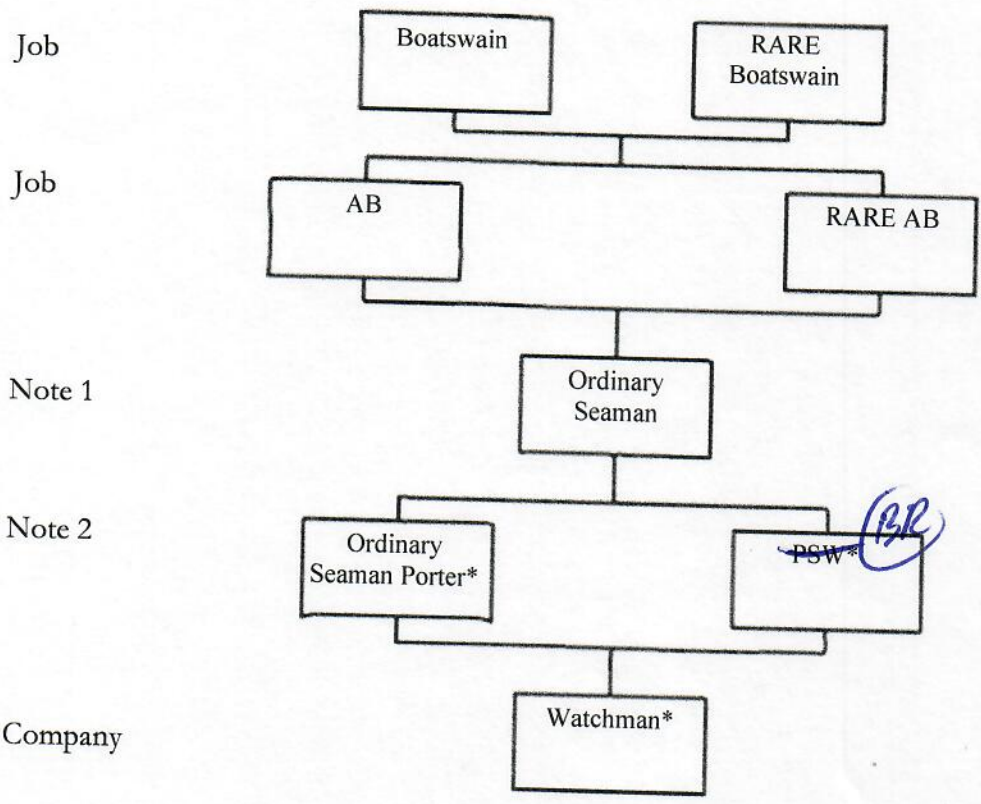
28.04 - To Be Considered a Qualified Applicant

(A) Documented evidence that the employee meets the U.S. Coast Guard requirements must be on file at AMHS by the deadline for receiving bid applications.

(B) The employee must satisfy the minimum qualifications (MQs) published by the Employer for the position bid. Information concerning job qualification standards for hiring and promotion shall

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(B) Deck Department



*Entry Level Position

Note 1: For Bid purposes, the OS job will be awarded to the most senior person in the next lower job classification (OSP or PSW, then Watchman). If no qualified OSP, PSW, or Watchmen bids on the OSP job, the job will be awarded by Department Seniority. All other preferred actions will apply.

Note 2: For bid purposes, the OSP or PSW job will be awarded to the most senior person in the next lower job Classification (Watchman). If no classified Watchman bids on the OSP or PSW job, the job will be awarded by Company Seniority. All other preferred actions will apply.

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28.06 - Preferred Actions

Bids that would accomplish the following actions shall be considered before bids that represent either promotions or entry-level interdepartmental transfers:

(A) Voluntary demotion of a Regularly Assigned Employee to a classification which is lower in the applicable line of progression or a transfer of a Regularly Assigned Employee or a Regularly Assigned Relief Employee (RARE) to a Regularly Assigned or Regularly Assigned Relief Employee (RARE) in the same classification; e.g., Junior Engineer to RARE Junior Engineer or vice versa and S/P MAT A to S/P KEN B or HBR MAT A to HBR MAT B. For voluntary demotions, job points in the classification being bid will combine with the job points in the higher classification for a total Job points; the total points will be used in the awarding of the bid in a voluntary demotion.

(B) Lateral movement of a Regularly Assigned Employee from a classification which is at the same level in the applicable line of progression as the classification being bid ("lateral bid"); e.g., Head BR to Assistant Second Cook.

(C) Bids representing the foregoing actions will be considered in the same order as listed above. If no such bids are submitted, the bid will be awarded in accordance with the remaining provisions of this Rule. For purposes of taking the above preferred actions, Relief Employees with previously accrued job seniority in a classification shall be treated as Regularly Assigned Employees in the classifications in which they possess job seniority.

28.07 - Application of Seniority

(A) When there is more than one qualified applicant in a Preferred Action category, the bid award will be determined in job, department, and company seniority order.

(B) In awarding all other bids, where job seniority is equal, department seniority shall prevail. Should department seniority be equal, company seniority shall prevail.

28.08 - Entry Level Assignments

(A) Regularly Assigned Positions. In the event an employee in one (1) department bids an entry-level vacancy in another department, company seniority shall prevail, and seniority shall not be interrupted.

(B) Entry-level steward's department positions will not be subject to the bid process except for the positions of Dishwasher, Officer's BR and Night Utility. Employees will enter the steward's department as entry-level reliefs and will move to identified Regularly Assigned Positions in the steward's department based on their steward's department seniority.

(C) Entry level jobs in all departments will be awarded by company seniority.

28.09 - Promotions

First consideration will be given to employees with the earliest Administrative Award Date and the most job seniority working in the next lower classification, except where otherwise provided by USCG regulations. In the event an open position is not bid by anyone with seniority in the next lower classification, the Employer will consider bids from employees in the next lower classification and so forth, in accordance with Rule 28.05, Lines of Progression. However, if this process results in

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considering only bids of entry-level employees, the position will be awarded based on department seniority. Should department seniority be equal, company seniority shall prevail.

For the purposes of awarding a designated "promotion only" vacancy, if an applicant has job seniority in the classification being awarded, job points in the higher classification shall be added to the applicant's job seniority points in the next lower classification.

Awarding a bid job to a Relief Employee with no job points will be considered a promotion.

28.10 - Probationary Period

In any bid assignment to a new job classification, employees shall have a six (6) month (but not less than thirteen (13) working assignments in the Southeast System) probationary period in the new position or new job classification. Such probationary period shall be no less than one (1) month. The maximum probationary period for employees in the Southeast System shall be thirteen (13) eighty-four (84) hour assignments. If the employee does not perform satisfactorily at any time within the probationary period, they will be removed from the bid position and shall not be eligible for dispatch to the classification in which employee failed to complete the probationary period unless mutually agreed by the parties. Any job seniority earned in the probationary position will be lost.

28.11 - Employees' Obligation to Work Their Bid Positions

Regularly Assigned Employees (RAEs) and Regularly Assigned Relief Employees (RAREs) who choose to work in another position will forfeit their Regularly Assigned Position or their Regularly Assigned Relief Position and said position shall be open for bid. No employee may hold more than one (1) bid position. This provision does not apply to employees working temporary assignments at the Employer's direction.

28.12 - Certain RARE Assignments

When a vacancy occurs and it is necessary to appoint a Regularly Assigned Relief Employee (RARE) in the classifications of Second Steward, Storekeeper, Chief Cook, Second Cook, A/B Bos'n, or Junior Engineer or when no eligible RARE bids on a vacant Regularly Assigned Position in one (1) of these classifications, the following procedure shall apply:

(A) Bids will be solicited by postings on each vessel and at terminals for a period of not less than thirty (30) days.

(B) Management shall review the bids received and shall identify the four (4) most senior qualified candidates, unless the classification is one where underutilization has been found to exist, in which case management shall identify an additional four (4) qualified candidates. These additional candidates shall be the most senior qualified members of the underutilized group who have submitted bids.

(C) Management shall rank the candidates identified from most to least qualified and shall select the successful candidate for this group.

28.13 Employees regularly assigned to positions being deleted shall temporarily be designated as RAREs in their classification and shall be considered as RAREs until three (3) bid sheets have been processed with bidding opportunities in their classification. After three (3) such opportunities, if the

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temporary RARE has not been awarded a bid job, the temporary RARE shall become a relief employee.

28.14 - Bid Advertisements and Awards

- (A) Vacancies and awards shall be posted on board vessels at the IBU Offices and at the AMHS Dispatch Office between the 1st and 5th of January, April, July and October. Listed vacancies shall include all jobs on all vessels not filled at the time of the posted vacancy list.
- (B) Employees must meet all Minimum Qualifications for specific job classifications before submitting a Bid Preference Form, including submissions for downgrades, laterals, and transfers. Employees are responsible to review their qualification to ensure they meet the Minimum qualifications for specific positions prior to submitting a Bid Preference Form. Employees are responsible for maintaining current training certifications and position requirements on file with the AMHS Training Office. Employees shall be notified by the employer within thirty (30) days if their application is accepted.
- (C) Vacancies shall be posted for a minimum of thirty (30) days, during which time employees must submit a Bid Preference Form for any open job that they meet the Minimum Qualifications for and wish to bid on. Employees shall list on the Bid Preference Form what jobs they are applying for and their order of preference (i.e. ships(s), crew(s), and change port(s)). The job preference may be listed by PCN or name and vessel. Bid Preference Forms are not held over from one bid cycle to another; new forms must be submitted for each bid cycle.
- (D) On the closing date of the bid advertisement period, all applications submitted on a Job Preference Form and not withdrawn by the employee in writing by the closing date shall be considered final. After the closing date, employees may not withdraw their application. Bids shall be awarded by the provisions set out in Rule 28. Employees shall be required to work their awarded bid job as listed in Rule 28.02(C) or go Relief. For the purpose of determining bid implementation dates, the first day that an employee works in the awarded bid class or in an upgraded class in the same department on a vessel in revenue service they will be considered as having implemented their bid.
- (E) The General Manager will notify the Regional Director of all vacancies that will not be available for bidding. Administrative Award Dates (AADs) shall be determined by the Union

RULE 29 – HEALTH AND WELFARE

29.01 The Employer shall obtain and provide a group health insurance plan covering unlicensed vessel employees, their spouses and dependents. Such plan shall maintain the level of coverage in effect for this bargaining unit on the date of signing of this Agreement, until such a time as changes are made in the level of benefits for the Health Insurance Plan provided by the Employer pursuant to AS 39.30.090. The Commissioner of the Department of Administration shall have the sole authority to determine the benefits provided by the Health Insurance Plan provided pursuant to AS 39.30.090.

The Employer shall provide written notice to the ~~Union~~ IBU-P of changes to the Health Insurance benefits or premiums at least sixty (60) days prior to implementation. The ~~Union~~ IBU-P may then 1) elect the Employer provided Health Insurance Plan pursuant to AS 39.30.090 or 2) provide coverage by participation in the IBU National's Taft-Hartley regulated health insurance trust – Inlandboatmen's National Health Benefit Trust – to the bargaining unit members as provided at 29.02.

If the ~~Union~~ IBU-P elects to accept the Employer provided Health Insurance Plan, the ~~Union~~ IBU-P will not dispute the benefits offered by the State for any plan year of the Employer provided plan; provided no changes are made in the Employer provided Health Insurance Plan during that plan year.

29.02

- (A) As an alternative to the Employer provided Health Insurance Plan as described in Rule 29.01, the ~~Union~~ IBU-P may elect to provide its own health insurance program for its members. At any time, but not less than sixty (60) days prior to the rate change date, the ~~Union~~ IBU-P shall notify the Employer in writing of its desire to cease the Employer provided health insurance coverage and its intent to establish a health care trust for its members in accordance with applicable laws and regulations.
- (B) If the ~~Union~~ IBU-P elects to provide a plan of its choice, conversion to a ~~Union~~ IBU-P Health Trust shall be effective no earlier than July 1 of any year this agreement is in effect. If the ~~Union~~ IBU-P elects to provide its own health insurance program, the Employer will remit to the ~~Union~~ IBU-P the amount agreed to in 29.01, per month for each eligible employee.
- (C) The parties agree that the ~~Union~~ IBU-P will remain on the Employer provided Health Insurance Plan while the parties negotiate a Letter of Agreement for the ~~Union~~ IBU-P Health Trust and until the effective date of the ~~Union~~ IBU-P Health Trust pursuant to 29.02(B), or for a State Employee Health Trust.
- (D) In the event the ~~Union~~ IBU-P elects to provide a plan of its choice, the IBU agrees to indemnify and hold harmless the Employer for any fines, expenses, penalties, assessments, charges, losses, or any other liability (including reasonable attorney fees) associated with this choice.

29.03

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(F) The parties acknowledge that discrepancies between employee eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise all due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary.

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RULE 30 - PENSIONS

30.01 The employees shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System (PERS). Benefit credits begin accruing October 1, 1983. Vesting credits only are accrued for service from October 1, 1978.

30.02 The parties agree that they will continue to participate in the Northwest Marine Retirement Trust for the sole purpose of permitting bargaining unit members with service prior to October 1, 1983, to vest under the NMRT. The Employer agrees to pay six dollars (\$6.00) per employee per year as the cost of maintaining such participation.

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RULE 31 - SICK LEAVE

31.01 Employees with a minimum of six (6) months service shall accrue sick leave credit at the rate of fifteen (15) hours for each completed month of service.

(A) For employees hired prior to April 1, 1985, "six (6) months service" shall mean accrual of eight hundred (800) straight-time hours within any six (6) month period.

(B) For employees hired on or after April 1, 1985, "six (6) months service" shall mean accumulation of one thousand and ninety-two (1,092) straight-time hours.

31.02 Each crew member's sick leave balance is terminated on the same basis as seniority in accordance with Rule 26.05.

31.03 Sick leave may be claimed from the accumulated days of credit for any crew member for illness or injury that incapacitates the crew member to the extent that the employee is unable to perform assigned work. The employee shall notify the Employer of incapacitating illness or injury at the earliest possible time so that arrangements for a relief crew member may be made. Sick leave can be claimed for injury or illness that renders the employee unable to perform assigned work. If the claim is within twelve (12) hours of the start of an assignment, and the Employer suspects abuse the Employer can require a physician's certificate. Employees can be required to provide a physician's certificate for illness of less than three days when improper use is suspected. It is the employee's responsibility to notify the AMHS Dispatch Office of injury or illness. Failure to notify the AMHS Dispatch Office may result in disciplinary action. Use of approved sick leave will be according to how the employee was assigned, or the missed scheduled assignment. Continued use of approved sick leave, with a physician's certificate, will follow the employee's last scheduled assignment, regardless of seniority.

31.04 Employees may use annual leave on interim days (to make whole) between scheduled crew change date and the date the employee becomes fit for duty. The sick leave relief employee shall not be entitled to minimum guarantee.

31.05 - Funeral Leave

If a death occurs among employee's immediate family, the employee can claim sick leave to attend the services and make arrangements to the maximum of eighty-four (84) hours. "Immediate family" for the purpose of funeral leave, is defined as father, mother, step parents, persons standing in loco parentis, husband, wife, sons, daughters, step children, brothers, sisters, grandchildren, grandfather, grandmother, father-in-law and mother-in-law. It shall be the employee's responsibility to provide evidence of such attendance.

31.06 - Family Leave

The parties agree that the provisions of the Federal Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA) apply to bargaining unit members.

31.07 Accumulated unused sick leave will be paid to the beneficiary when death occurs prior to retirement.

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31.08 Sick leave may be claimed when there is illness within the employee's immediate family which requires the attendance of the employee at the direction of a physician. Such absences shall in all instances be supported by a physician's certificate.

31.09

(A) Those individuals on leaves of absence taken in accordance with Rule 23.10 shall retain their sick leave balances in accordance with the following schedule:

- 0 - 3 years of leave--full sick leave balance
- 3 - 6 years of leave--75 percent of full sick leave balance
- 6 - 9 years of leave--50 percent of full sick leave balance
- 9 - 12 years of leave--25 percent of full sick leave balance
- 12 or more years of leave--0 percent of full sick leave balance

(B) In addition, the beneficiaries of those individuals on leaves of absences taken in accordance with Rule 26.06 will be paid the sick leave balance existing at the time of the employee's death, when death occurs prior to retirement.

RULE 32 – STANDARD DRESS

32.01 All of the unlicensed deck personnel will be required to wear standard dress while on duty. Standard dress will consist of dark blue shirts and trousers of "wash and wear" or similar type and navy-blue jackets as required during the various seasons, and a regulation blue baseball cap displaying Alaska Marine Highway System insignia. Unlicensed deck personnel may wear a black watch cap outside or while working on deck.

32.02 All of the unlicensed engine room personnel will be required to wear a suitable and standardized blue boiler suit, or blue coveralls, while on watch. The individual shall also provide and wear the baseball type cap with Alaska Marine Highway System insignia to be worn while in public spaces aboard. Unlicensed engine room personnel may wear a black watch cap outside or while working on deck.

32.03 Employees in the steward's or purser's department will provide themselves with black trousers/shorts/skirts, white shirts and black shoes. Galley personnel have the option of wearing standard checkered cook's trousers.

32.04 Employees are to be neat and well groomed, their standard dress uniforms clean and worn at all times while on duty. Appropriate clothing must be worn whenever a crew member is in a public area and is off duty.

32.05 In the event the Employer provides a voucher program, the above standards may not apply. In the event the Employer goes to a voucher program and provides all outer clothing (standard dress as identified above), the Employee is not eligible for entitlements under 32.06.

32.06 - Laundry and Uniform Allowances

In view of the above requirements, the laundry allowance shall be thirteen dollars and forty-six cents (\$13.46) per pay period. For Chief Pursers, Senior Assistant Pursers, Junior Assistant Pursers, Chief Stewards and Second Stewards and/or other positions when required to wear the standard navy dress blue uniforms with internationally recognized insignia will be paid seventeen dollars and thirty-one cents (\$17.31) per pay period. No allowance will be due or paid when an employee is in leave without pay status for a full pay period.

32.07 Laundry or uniform allowances are to be paid only if the required items are worn in accordance with AMHS policy and procedure in effect at the time. Management will provide reasonable notice to the ~~Union~~IBU-P before changing its policy. If a change in policy is reasonably believed to result in additional cost to the employee, the ~~Union~~IBU-P may request to meet and confer. ~~Union~~IBU-P delegates shall assist in demanding such compliance. Recipients may be required to sign time sheets or other forms attesting to their eligibility to receive payment. Notwithstanding these conditions, there shall be no deduction from these allowances during periods of vacation, sick leave or accumulated time off.

32.08 No laundry and Uniform Allowances are due during a pay period in which the employee does not receive any pay.

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RULE 33 - PASS PRIVILEGES

~~In order to qualify for any benefits provided in this rule, except as provided in Rule 33.04(A), the pass holder must pay an annual fee of one hundred dollars (\$100) must be paid before utilizing any privileges.~~

33.01 To qualify for any benefits provided in this Rule, except as exempted in Rules 33.03 and 33.04(A), the pass holder must pay an annual fee of one hundred dollars (\$100). Employees with at least twenty-four (24) points of company seniority as per Rule 26.03 will be issued annual passes upon request for the employee and spouse, and payment of the annual fee, subject to the following:

(A) The employee, employee's dependents and personally owned vehicle shall be authorized free transportation on a space-available basis only. See Rule 33.07(A) for vehicle specification. Dependent children shall be eligible for pass privileges to age nineteen (19) years old, except dependent children who remain dependent to the employee due to medical reasons, or are attending an accredited university full time, up to age twenty-three (23).

(B) The employee's vehicle shall not travel on a pass while the employee is on duty unless the vehicle is accompanying the employee's dependent(s), or the employee has prior approval of the AMHS General Manager. Employees on duty shall not transport other employees' vehicles on an annual pass.

(C) Two (2) personally owned vehicles may be listed and travel on an annual pass, but only one (1) vehicle may travel at a time.

(D) No pass shall be used for transporting goods for resale or for any purpose other than personal use.

(E) There shall be no excessive transport of a pass-listed vehicle nor joy-riding by dependents or the employee. Any contention or confirmation of a violation of this Rule will be made known to IBU-P at the earliest possible time. Should the ~~Union~~ IBU-P fail to resolve the matter immediately, Rule 33.08 shall be initiated by the Employer.

33.02 Employees and/or their dependents traveling on passes will pay at the retail price for all meals consumed, and for berths, is if used, at the prevailing prices paid by fare paying passengers. Meals will be taken in public dining areas and not in the crew mess. Any abuse will subject the involved employee(s) to possible discipline and loss of pass privileges.

33.03 Employees who retire directly from the ~~Alaska Marine Highway System~~ AMHS under provisions of PERS or the Northwest Marine Retirement Trust (NMRT) pension ~~shall receive may apply for an a retiree~~ annual pass for themselves, their spouse, dependents under nineteen (19) years of age, and for their personally-owned vehicle. Widows, widowers, and dependents under nineteen (19) years of age; of deceased employees (whether retired or current) will continue to be eligible for pass privileges. Only one (1) vehicle per retired employee will be allowed on a retirement annual pass. A retired employee's vehicle must be registered and licensed appropriately by the State of Alaska. Proof of PERS or the NMRT pension must be submitted with the retiree annual pass application.

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Employees, ~~or dependents of deceased employees~~, who retired from the AMHS, ~~or dependents of deceased employees~~, prior to 7/1/2014 July 1, 2014, are exempt from paying the annual fee.

33.04

(A) All employees who have received six (6) Company seniority points ~~established seniority with the company~~ will be entitled to trip pass privileges. Trip passes are to be used exclusively for employees who have established seniority but have not attained the twenty-four (24) points to be eligible for an annual pass.

(B) A trip pass may be authorized for a new vehicle purchase that will be registered by the employee to be put on their annual pass, based on the requirements of Rule 33.07(A), provided the employee has paid the one-hundred dollar (\$100) annual fee and is eligible for an annual pass.

(C) Trip passes may be authorized to return employee vehicles to and from their home when employees are assigned to a yard or lay-up period, provided the employee has paid the one-hundred dollar (\$100) annual fee and is eligible for an annual pass. In this circumstance the employee may also be authorized to accompany the vehicle while on duty.

(D) Trip passes may be authorized for special circumstances as determined by the Employer.

33.05 If the date of travel on an approved pass does not correspond with the actual date of travel, the employee and/or dependents involved must attempt to secure proper approval from Ketchikan Headquarters Office. Annual pass changes and trip pass requests must be made to the Pass Desk at Ketchikan Headquarters at least two (2) days prior to the requested travel date.

33.06 Open date and/or multiple date time frames for date of travel may be used at the discretion of the Ketchikan Headquarters issuing officer on an individual basis when authorizing trip passes.

33.07

(A) **Personally Owned Vehicle.** An employee's personally owned vehicle is defined as: Any non-commercial vehicle less than thirty (30) feet in length. The vehicle must be registered in the name of the employee, the employee's spouse or dependent child, or the employee must sign an affidavit to the effect that it will be registered in the name of the employee, the employee's spouse or dependent child upon arrival in Alaska and that the vehicle is for the use of the employee, the employee's spouse or dependent child and is not intended for resale within a period of one (1) year. For an active employee to have a POV shown on an Annual Pass, it must be registered and licensed by the State of Alaska.

(B) A vehicle and trailer may be transported on a trip pass basis subject to the following restrictions:

(1) A vehicle and trailer length will be determined as the connected length overall. The trailer must be towed by a vehicle listed on the employee's annual pass and shall not be allowed to be transported unaccompanied. The first thirty (30) feet will be allowed as free passage, any length over thirty (30) feet will be based on the current fare tariff in place for the difference between the overall length and thirty (30) feet of total connected length of vehicle and trailer.

(2) The fee charged does not provide confirmed reservations and transportation is still on a space available basis.

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(3) If a trailer is to be transported in accordance with this Rule, the trailer must be licensed for highway use.

33.08 Unauthorized use of or abuse of the pass privilege shall be cause for revocation of the employee's pass and possible disciplinary action.

33.09 When an employee is placed on disciplinary suspension, their pass privileges shall be revoked for the duration of the disciplinary suspension.

33.10 When an employee is terminated for cause, or resigns during the pendency of an investigation, their pass privileges are permanently revoked.

SOA Proposal DATE

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RULE 34 – MANAGEMENT CLAUSE AND UNION RIGHTS

34.01 Subject to the terms and conditions of this Agreement, the Employer retains the right and duty to manage its business, including but not limited to, the right to adopt regulations governing the appearance, dress, conduct and work procedures of its crew members as are reasonably required to maintain safety, efficiency, quality of service and the confidence of the traveling public.

34.02 The Union reserves the right to intercede on behalf of any employee who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Rule 14.

34.03 The Employer shall not attempt in any manner to interfere or become otherwise involved in the internal affairs of the Union.

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RULE 35 – DISCIPLINE

35.01 It is recognized the Employer has the right and duty to institute disciplinary actions against any employee who has committed an infraction of the Employer's policies, rules or regulations.

Discipline and discharge of permanent employees shall be for just cause. For purposes of this Rule, permanent employees are employees who have successfully completed the probationary period as outlined in Rule 4.01.

35.02 Certain offenses shall be grounds for immediate discharge, including, but not limited to: drinking alcoholic beverages or illegal use of drugs on board during the employee's workweek, or reporting to work under the influence, theft or willful destruction of State property, insubordination, dishonesty, physical misconduct, accessing or viewing pornography at work or on a State computer, excessive absenteeism, falsifying records, leaving the vessel without being properly relieved or without permission of their department head; department heads shall obtain permission from the Master prior to leaving the vessel.

35.03 Upon request from the employee, a Ship Delegate, or if a Ship's Delegate is unavailable, a fellow ~~Union~~ IBU member, shall be present in any shipboard meeting where the employee has a reasonable belief that discipline may result.

35.04 All unlicensed vessel employees of the AMHS will be required to be tested for illegal substance use prior to hiring, on reasonable suspicion, after a serious marine incident, and randomly on a periodic basis. Employees who test positive will be suspended from duty without pay or benefits pending an investigation. After a hearing and determination by the Employer of a violation of the Employer's drug and alcohol policy, the employee will be subject to discipline up to and including dismissal. If the USCG revokes an employee's documents, the employee will be terminated.

The Employer will accept applications for employment from a former employee discharged for a positive drug test who has completed a drug rehab program and regains USCG documents.

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RULE 36 - CONDITIONS NOT SPECIFICALLY COVERED

In the event operating conditions or service requirements arise due to length of voyage or other reasons not specifically covered by the Agreement, the Employer recognizes its obligations to negotiate on mandatory subjects of collective bargaining covered by law. The parties agree to negotiate immediately for the purposes of arriving at a mutually satisfactory supplemental agreement covering such operation.

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RULE 37 - RESTRICTIONS, SAVING AND SEPARABILITY

37.01 It is understood that the Agreement at all times shall be applied subject to Federal laws, State laws and Executive Orders to the extent that these apply to the employees. The parties agree that the application or interpretation of federal law, State law, and Executive orders are not subject to the provisions of Rule 14, except when the law or executive order is specifically reference in a Rule.

37.02 If any rule of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal or body of competent jurisdiction or if compliance with or enforcement of any rule should be restrained by such body or tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement of such rule.

RULE 38 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 2019~~22~~, unless otherwise specified and shall remain in effect through June 30, ~~2022~~2025, and shall be considered renewed from year to year thereafter between the parties unless either party gives written notice to the other of its desire to amend or terminate same during the period from November 1, ~~2021~~2024 to ~~June~~January 30, ~~2022~~2025.

The parties recognize that the monetary terms of this agreement are subject to legislative approval pursuant to AS 23.40.215. This agreement shall not be valid and enforceable unless and until approved by the Legislature. If the Legislature fails or refuses to approve this agreement, the parties will return to bargaining within five days and either party is free to use such rights as it might have pursuant to AS 23.40.070-260. Upon legislative approval, the agreement shall be in effect in all its terms, and the State recognizes that it is bound to its terms for the life of the agreement without regard to the level of funding so long as there exists an appropriation to support personal services expenditures by the Alaska Marine Highway System.

For the State of Alaska:

**For the Inlandboatmen's Union of
the Pacific-Alaska Region:**

Paula Vrana
Commissioner
Department of Administration

Earling Walli
Regional Director
IBU-P

Date

Date

Nancy Sutch
Chief Spokesperson

Bryan Ritter
Chief Spokeperson

Mike Rader
Negotiator

xx
Deck Representative

Katherine Keith
Negotiator

xx
Engine Representative

SOA Proposal DATE

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9-26-22
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Jenelle Jenniges
Negotiator

xx
Purser Representative

Katie Hamby
Notetaker

xx
SW Representative

xx
Steward Representative

Krissel Calibo
Patrolman