

Union

Info

(IOMMP)

Alaska State Legislature

House of Representatives

Committee on Transportation

May 28, 1981



Rep. Bette Cato, Chairman

Pouch V
State Capitol
Juneau, Alaska 99811
(907) 465-4858

MEMORANDUM

TO: ALL HOUSE TRANSPORTATION COMMITTEE MEMBERS

FR: Rep. Bette Cato, Chairman *BC*

RE: Union Information

Attached you will find copies of materials that were distributed in the May 28, 1981 House Transportation meeting regarding unions, pay scales, and contracts.

BC:st

Letter of Agreement
between the
State of Alaska
and the
International Organization of Masters, Mates & Pilots
Pacific Maritime Region

Re: Agreements Reached Pursuant to Rule 37.02 Reopener

Negotiations have been reopened in conformance with Rule 37.02. Having bargained fully and in good faith, the parties now desire to commit to writing the agreements and understandings reached during reopened negotiations.

Pursuant to Rule 37.02(d) and (e), the parties agree that effective on the date of signing this Letter of Agreement, Rule 12 of the Southeast Agreement will be replaced in its entirety and will subsequently read as follows:

Rule 12 - Relief Terminal and Free Passage

12.01 Change ports shall be Juneau and Ketchikan. However, other communities may also be used as change ports whenever both regularly assigned employees in a position reside in such community or vicinity and when such community is a regular port of call. Deck Officers shall normally be relieved at the same change port where they began their regularly assigned duties. If the Deck Officer begins his duties at, or is relieved at, a place other than his regularly assigned change port, he will be furnished transportation between his regularly assigned change port and the place of relief or replacement or place of next assignment, as necessary. Such a Deck Officer may also receive a quarters and/or meal allowance, as provided in Rule 11.

12.02 Deck Officers who reside at any port of call of the Employer's vessels other than at their designated change port may "deadhead" aboard said vessels. During such passage the Deck Officer may take meals in the Officers' mess without charge. Berth 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 a Deck Officer traveling to the Deck Officer's designated change port by means other than vessels of the System.

12.03 Licensed Deck Officers traveling at the convenience of the Employer shall receive straight-time wages for actual hours traveled. If actual hours spent traveling are less than eight (8), the Deck Officer shall receive eight (8) hours straight-time pay. The maximum to be paid shall be twelve (12) hours for each twenty-four (24) hour period. Such travel pay shall apply toward minimum guarantee. The foregoing applies regardless of mode of transportation, and if such travel is via the Employer's vessels, meals and quarters will be furnished.

12.04 In no case shall the implementation of a change port other than Juneau or Ketchikan cause the State of Alaska to incur any significant additional expense nor cause any Alaska resident to travel outside the State of Alaska to relieve another Deck Officer.

Effective July 1, 1981 and pursuant to Rule 37.02(a), Rule 17 of the Southeast Agreement shall be replaced in its entirety and shall thereafter read as follows:

17.0. Wage Schedule for Non-Alaska Residents:

M/V COLUMBIA, MALASPINA, MATANUSKA & TAKU

	Monthly (182 Hrs.)	Biweekly (84 Hrs.)	Daily (12 Hrs.)	Straight Time Hourly	Overtime Hourly
Master	\$ 4,061.60 + 265.00 + 260.00 <u>\$ 4,586.60</u>	Base Salary (Master's Pay) (Nonwatch Pay. In Lieu of Overtime) \$ 2,116.80	\$ 302.40	\$ 25.20	\$ 37.80
Pilot	\$ 3,824.92	1,765.60	252.24	21.02	31.53

Chief Mate	3,518.07	Base Salary			
	+ 200.00	(Nonwatch Pay, In Lieu of Overtime)			
	<u>\$ 3,718.07</u>	1,716.12	245.16	20.43	30.65
Second Mate	\$ 3,309.18	1,527.12	218.16	18.18	27.27
Third Mate	\$ 3,309.18	1,527.12	218.16	18.18	27.27
Third Mate - Trainee	\$ 3,106.85	1,433.88	204.84	17.07	25.61

M/V LCONTE & AURORA

	Monthly (182 Hrs.)	Biweekly (84 Hrs.)	Daily (12 Hrs.)	Straight Time Hourly	Overtime Hourly
Master	\$ 3,898.95	Base Salary			
	+ 265.00	(Master's Pay)			
	+ 260.00	(Nonwatch Pay, In Lieu of Overtime)			
	<u>\$ 4,423.95</u>	\$ 2,042.04	\$ 291.72	\$ 24.31	\$ 36.47
Chief Mate - Watchstander	\$ 3,375.25	1,558.20	222.60	18.55	27.83
Second Mate	\$ 3,309.18	1,527.12	218.16	18.18	27.27
Third Mate	\$ 3,309.18	1,527.12	218.16	18.18	27.27

M/V CHILKAT

	Monthly (182 Hrs.)	Biweekly (84 Hrs.)	Daily (12 Hrs.)	Straight Time Hourly	Overtime Hourly
Master	\$ 3,835.00	Base Salary			
	+ 260.00	(Nonwatch Pay, In Lieu of Overtime)			
	<u>\$ 4,095.00</u>	1,890.00	270.00	22.50	33.75

17.02 Wage Schedule for Alaska Residents:

M/V COLUMBIA, MALASPINA, MATANUSKA & TAKU

	Monthly (182 Hrs.)	Biweekly (84 Hrs.)	Daily (12 Hrs.)	Straight Time Hourly	Overtime Hourly
Master	\$ 4,565.00				
	265.00	(Master's Supremacy Pay)			
	+ 260.00	(Nonwatch Pay, In Lieu of Overtime)			
	<u>\$ 5,090.00</u>	\$ 2,349.48	\$ 335.64	\$ 27.97	\$ 41.96
Pilot	\$ 4,306.00	1,987.44	283.92	23.66	35.49
Chief Mate	3,969.00				
	+ 200.00	(Nonwatch Pay, In Lieu of Overtime)			

	\$ 4,169.00	1,924.44	274.92	22.91	34.37
Second Mate	\$ 3,740.00	1,726.20	246.60	20.55	30.83
Third Mate	\$ 3,740.00	1,726.20	246.60	20.55	30.83
Third Mate - Trainee	\$ 3,518.00	1,623.72	231.96	19.33	29.00

M/V LECONTE & AURORA

	<u>Monthly (182 Hrs)</u>	<u>Biweekly (84 Hrs)</u>	<u>Daily (12 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 4,387.00 265.00 (Master's Pay) +260.00 (Nonwatch Pay, In Lieu of Overtime) <u>\$ 4,912.00</u>	2,267.16	323.88	26.99	40.49
Chief Mate - Watchstander	\$ 3,812.00	1,759.80	251.40	20.95	31.43
Second Mate	\$ 3,740.00	1,726.20	246.60	20.55	30.83
Third Mate	\$ 3,740.00	1,726.20	246.60	20.55	30.83

M/V CHILKAT

	<u>Monthly (182 Hrs)</u>	<u>Biweekly (84 Hrs)</u>	<u>Daily (12 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 4,319.00 + 260.00 (nonwatch Pay, In Lieu of Overtime) <u>\$ 4,579.00</u>	2,113.44	301.92	25.16	37.74

The foregoing wage schedule for Alaska residents incorporates the resident pay differential of \$100.00 per month which has been payable since July 1, 1980, as well as the additional wage increases negotiated only for Alaska residents in connection with this reopener which will become effective 1 July, 1981.

17.03(a) Any Deck Officer not having pilotage endorsements which are valid for the Puget Sound routes normally used by the Employer shall have his straight-time hourly rate of pay reduced by \$1.00 per hour; and

(b) Any Deck Officer not having pilotage endorsements which are valid for Southeastern Alaska main line ports of call shall have his straight-time rate of pay reduced by \$1.00 per hour; and

(c) Any Deck Officer not having pilotage endorsements which are valid for the outports of Southeastern Alaska shall have his straight-time rate of pay reduced by \$1.00 per hour. Outport pilotage shall include pilotage for the

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following ports of call: Metlakatla, Hollis, Kake, Angoon, Tenakee Springs and Hoonah. This list of outports may be modified by mutual agreement or by changes in the outports serviced by the Employer's vessels. Those outports which are scheduled to receive service from the Employer's vessels which amounts to at least twenty-six (26) stops during a fifty-two (52) week period will be considered among the outports for which pilotage is required. When a new outport is added to the above list, those Deck Officers who presently qualify for outport pilotage will be allowed a grace period of twelve (12) months in which to secure the necessary pilotage. During this grace period, such Deck Officers will continue to be paid outport pilotage. However, subsequent payments to individual Deck Officers for outport pilotage is contingent upon the individual securing pilotage for the new outport.

(d) Notwithstanding the provisions of 17.03(a) - (c) above, Deck Officers who are receiving pilotage as of the date of the signing of this Agreement shall continue to receive the current rate for pilotage (\$546.00 per month) regardless of which endorsements they hold.

17.04 It is agreed that the Employer will compile a total gross wage study for all shipboard ratings within the System when so requested by the Union. In the event the Union requests the wage study be performed by an independent third party, this party must be mutually agreed to by the Union and the Employer. Any expenses incurred by having a third party perform such wage study are to be shared equally by the Union and the Employer.

17.05 In recognition of the additional administrative duties required of the Master, M/V CHILKAT, when the vessel is in operational status, the Employer agrees to pay said Master an additional \$95.00 per pay period as "Administrative Duty Pay". Such payment will be made only when the vessel is in operational status, and will not be paid to the Master, M/V CHILKAT, when he is on leave, whether it be for medical or vacation purposes. (In the case of leave, the relief Master will receive the \$95.00 per pay period Administrative Duty Pay.)

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Similarly, Rule 17 of the Supplemental Agreement covering the M/V CHILKAT during its day boat operations is replaced, effective July 1, 1981 with the following:

17.01 Wage Schedule for Non-Alaska Residents:

	<u>Monthly (173.3 Hrs)</u>	<u>Biweekly (80 Hrs)</u>	<u>Daily (10 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 3,640.00				
	<u>+260.00</u> (nonwatch Pay, in Lieu of Overtime)				
	\$ 3,900.00	1,800.00	225.00	22.50	33.75

17.02 Wage Schedule for Alaska Residents:

	<u>Monthly (173.3 Hrs)</u>	<u>Biweekly (80 Hrs)</u>	<u>Daily (10 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 4,100.00				
	<u>+260.00</u> (Nonwatch Pay, in Lieu of Overtime)				
	\$ 4,360.00	2,012.80	251.60	25.16	37.74

The foregoing wage schedule for Alaska residents incorporates the resident pay differential of \$100.00 per month which has been payable since July 1, 1980, as well as the additional wage increases negotiated only for Alaska residents in connection with this reopener which will become effective 1 July, 1981.

17.03(a) Any Deck Officer not having pilotage endorsements which are valid for the Puget Sound routes normally used by the Employer shall have his straight-time rate pay reduced by \$1.00 per hour; and

(b) Any Deck Officer not having pilotage endorsements which are valid for Southeastern Alaska main line ports of call shall have his straight-time rate of pay reduced by \$1.00 per hour; and

(c) Any Deck Officer not having pilotage endorsements which are valid for the outports of Southeastern Alaska shall have his straight-time rate of pay reduced by \$1.00 per hour. Outport pilotage shall include pilotage for the following ports of call: Metlakatla, Hollis, Kake, Angoon, Tenakee Springs, and Hoonah. This list of outports are regularly serviced by the Employer's vessels. Those outports which are scheduled to receive service from the

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Employer's vessels which amounts to at least twenty-six (26) stops during a fifty-two (52) week period will be considered among the outports for which pilotage is required. When a new outport is added to the above list, those Deck Officers who presently qualify for outport pilotage will be allowed a grace period of twelve (12) months in which to secure the necessary pilotage. During this grace period, such Deck Officers will continue to be paid outport pilotage. However, subsequent payments to individual Deck Officers for outport pilotage is contingent upon the individual security pilotage for the new outport.

(d) Notwithstanding the provisions of 17.03(a) - (c) above, Deck Officers who are receiving pilotage as of the date of the signing of this Agreement shall continue to receive the current rate for pilotage (\$546.00 per month) regardless of which endorsements they hold.

17.04 In recognition of the additional administrative duties required of the Master, M/V CHILKAT, when the vessel is in operational status, the Employer agrees to pay said Master an additional \$95.00 per pay period as "Administrative Duty Pay". Such payment will be made only when the vessel is in operational status, and will not be paid to the Master, M/V CHILKAT, when he is on leave, whether it be for medical or vacation purposes. (In the case of leave, the relief Master will receive the \$95.00 per pay period Administrative Duty Pay.)

Furthermore, effective July 1, 1981 Rule 17 of the Supplemental Agreement covering the M/V TUSTUMENA shall be replaced with the following:

17.01 Wage Schedule for Non-Alaska Residents:

	Monthly (240 Hrs)	Half-Monthly (120 Hrs)	Daily (8 Hrs)	Straight Time Hourly	Overtime Hourly
Master	\$ 4,600.90 Base Salary +260.00 (Nonwatch Pay, in Lieu of Overtime) \$ 4,860.90*	2,430.00	162.00	20.25	30.35

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Chief Mate - Nonwatchstander	\$ 4,136.17 Base Salary +105.00 (Nonwatch Pay) <u>\$ 4,241.17</u>	2,120.40	141.36	17.67	26.51
Chief Mate - Watchstander	4,136.17	2,067.60	137.84	17.23	25.85
Second Mate	3,910.56	1,954.80	130.32	16.29	24.44
Third Mate	3,730.07	1,864.80	124.32	15.54	23.31

* \$50.00 to be added for "Master's Pay".

17.02 Wage Schedule for Alaska Residents:

	<u>Monthly (240 Hrs)</u>	<u>Biweekly (120 Hrs)</u>	<u>Daily (8 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 5,157.00 +260.00 (Nonwatch Pay, In Lieu of Overtime) <u>\$ 5,417.00*</u>	2,708.40	180.56	22.57	33.86
Chief Mate - Nonwatchstander	4,647.00 +105.00 (Nonwatch Pay, in Lieu of Overtime) <u>4,752.00</u>	2,376.00	158.40	19.80	29.70
Chief Mate - Watchstander	4,647.00	2,323.20	154.88	19.36	29.04
Second Mate	4,400.00	2,199.60	146.64	18.33	27.50
Third Mate	4,202.00	2,101.20	140.08	17.51	26.27

* \$50.00 to be added for "Master's Pay".

Lastly, effective July 1, 1981 Rule 17 of the Supplemental Agreement covering the M/V BARTLETT will be replaced with the following:

17.01 Wage Schedule for Non-Alaska Residents:

	<u>Monthly (360 Hrs)</u>	<u>Half-Monthly (180 Hrs)</u>	<u>Daily (12 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 5,136.04 Base Salary +260.00 (Nonwatch Pay, in Lieu of Overtime) <u>\$ 5,396.04*</u>	2,698.20	179.88	14.99	22.49
Chief Mate	4,971.25	2,485.80	165.72	13.81	20.72
Second Mate	4,802.54	2,401.20	160.08	13.34	20.01

* \$50.00 to be added for "Master's Pay".

17.02 Wage Schedule for Alaska Residents:

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	<u>Monthly (360 Hrs)</u>	<u>Half-Monthly (180 Hrs)</u>	<u>Daily (12 Hrs)</u>	<u>Straight Time Hourly</u>	<u>Overtime Hourly</u>
Master	\$ 5,744.00 +260.00 (Nonwatch Pay, in Lieu of Overtime) \$ 6,004.00*	3,002.40	200.16	16.68	25.02
Chief Mate	5,563.00	2,781.00	185.40	15.45	23.18
Second Mate	5,378.00	2,689.20	179.28	14.94	22.41

* \$50.00 to be added for "Master's Pay".

The foregoing wage schedule for Alaska residents incorporates the resident pay differential of \$100.00 per month which has been payable since July 1, 1980, as well as the additional wage increases negotiated only for Alaska residents in connection with this reopener which will become effective 1 July, 1981.

It is understood that the wage increases set out above are limited by A.S. 23.40.210 to those Deck Officers who are residents of the State of Alaska. It is further recognized that the validity and constitutionality of A.S. 23.40.210 is currently the subject of litigation. It is therefore agreed that in the event A.S. 23.40.210 is determined to be unconstitutional, void, or inapplicable to the Deck Officers covered by the parties' collective bargaining agreement, then those Deck Officers who have been deprived of any wages or wage increases because they are not or were not residents of Alaska shall be made whole by receiving retroactively all wages and wage increases of which they have been deprived by virtue of A.S. 23.40.210.

The parties recognize that negotiations have taken place on the subjects addressed by 37.02(b) and (c) and that they have agreed, as the result of these negotiations, to make no changes in the collective bargaining agreement or its supplements with regard to Sections 37.02(b) and (c).

IN THE WITNESS WHEREOF, the parties hereto have duly caused this Letter of Agreement to be executed this _____ day of _____, 1981.

STATE OF ALASKA:

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES AND PILOTS,
PACIFIC MARITIME REGION:

W. Hudson, Commissioner
Department of Administration

Robert W. Ward, Commissioner
Dept. of Transportation & Public Facilities

Dave A. Boyle

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