AGREEMENT BY AND BETWEEN the STATE OF ALASKA and thc INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS (UNITED INLAND GROUP) 5-07-2007

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

Effective July 1, 2007 the all Deck Officer's base pay, Master's pay and COLD in effect on June 30, 2007, shall increase by three (3) percent.

Health and Welfare Rule 27 rule (C): Change date from July 1, 2006, to July 1, 2007. The Employer and Union understand the contribution rate shall be \$851.00 per month per eligible employee on July 1, 2007.

Rule 23.09 (A) shall be amended to read: All Deck Officers shall donate twelve (12) hours of vacation on April 1 of each year provided that the Deck Officer has completed two thousand one hundred eighty-four (2184) straight time hours of service with the Employer.

The parties will commence immediate negotiations amending seniority language – See schedule A.

The parties acknowledge Deck Officer retention and training are of concern to the Union and the Employer. The parties agree to work together with the intent to mitigate and resolve these issues – See Addendum B.

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

The parties believe that the Le Conte galley manning issues are resolved by adding an additional galley crew member. The parties agree to meet on or before July 1, 2007 to revisit the issue of galley manning if necessary to mutually resolve the issues.

The parties will commence negotiations for a successor agreement (2008-2011) on or after September 10, 2007. The first three negotiation dates shall be scheduled and agreed to by June 15, 2007.

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

For the State of Alaska:

Annette Kreitzer Commissioner Department of Administration

For the IOMM&P:

Capi. Steven Demeroutis Vice President

LETTER OF AGREEMENT between the STATE OF ALASKA and the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS (PACIFIC MARITIME REGION)

M/V Fairweather (Winter Operations) Addendum #2

Effective October 15, 2006, the vessel will continue to operate with two crews working two weeks on, followed by two weeks off.

Should the Employer decide to return to a reduced service and reduced crew schedule as specified in the Winter Operations agreement, the Employer will make every attempt to give thirty-day notice to the Union of the commencement of winter operations. The Employer shall give at least fifteen (15) working days written notice.

This letter of agreement shall be in effect until April 15, 2007, but can be extended with the mutual agreement of the parties.

For the State of Alaska:

Danne Gresel

Dianne Kiesel, Director Divisions of Personnel & Labor Relations Department of Administration For the IOMM&P:

Capt. Stoven Demeroutis Vice President IOMM&P

10/31/06

Date

10/23/06 Date

LETTER OF AGREEMENT between the STATE OF ALASKA and the MASTER'S, MATES AND PILOTS ASSOCIATION

M/V Fairweather (Winter Operations) Addendum #3

07-CC-117

The Chief Mate and Second Mate assigned to work the vessel while on the run will work four days on followed by three days off effective December 26, 2006, through April 26, 2007, but can be extended with the mutual agreement of the parties. During this time period the Chief Mate and Second Mate working this schedule will work a 12 hour day and 42 hour workweek and be paid in accordance with the Fairweather Winter Operations Agreement.

The Master and Night Security Mate will work one (1) week [seven consecutive days] followed by one (1) week off duty with the alternate Master and Night Security Mate relieving. During this time period the Master and Night Security Mate will work a 12 hour day and be paid in accordance with Rule 25 of the Master Agreement.

If mutually agreed upon by the two (2) Deck Officers in grade, they may work fourteen (14) days on, followed by fourteen (14) days off, provided they obtain the approval of the General Manager, or designee.

For the State of Alaska:

Dianne Kicsel, Director Divisions of Personnel & Labor Relations Department of Administration

For the MM&P:

Capt Steven Demeroutis Executive Vice President

12/07

Date

MM&P Chenega Proposal

LETTER OF AGREEMENT to the COLLECTIVE BARGAINING AGREEMENT between the State of Alaska and the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS PACIFIC MARITIME REGION

In the interest of arriving at a mutually satisfactory agreement, it is hereby understood and agreed between the parties that the following is intended as an addendum to the Master Agreement entered into between the State of Alaska and the International Organization of Masters, Mates and Pilots, Pacific Maritime Region, and is intended to amend that Master Agreement only in regard to issues unique to the Fast Vehicle Ferry MV Chenega. The Master Agreement without this Letter of Agreement is intended to cover the entire system. The entire Master Agreement is intended to apply to the Fast Vehicle Ferry MV Chenega unless an entire Rule or a subsection of a Rule is specifically modified, amended, or otherwise superseded by this Letter of Agreement. The Master agreement is not modified other than as specifically addressed in the Fast Vehicle Ferry MV Chenega Letter of Agreement.

It is understood between the parties that this Agreement has been negotiated to address the specific service needs for the MV Chenega. The party's intent is to address the needs and safety of the traveling public and the Deck Officers working this service. Due to the unique nature of the service the parties acknowledge there may be unforeseen issues or problems that may emerge or develop during implementation and running of this service and agree to meet as soon as possible in order to address such issues or problems.

The home port for the M/V Chenega shall be Ketchikan, Alaska.

Rule 8- Health and Safety

8.07 There are no quarters aboard the M/V Chenega. When a Deck Officer not holding a bid position aboard the M/V Chenega is assigned to work on the M/V Chenega, the provisions of Rule 12 shall apply.

Rule 9 - Occupational Injury and Illness

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

This rule shall not supersede the Union's or Employer's respective positions, nor waive the right of the respective parties to pursue such positions, as contained in the Master Agreement.

Rule 11 - Cash Allowance for Subsistence and Quarters

11.01 When a crewmember is in work status, and remains away from the home port overnight or nights, he/she shall receive state provided housing. If crewmembers choose to secure his/her own accomodations he/she shall be entitled to a quarters allowance of sixty-five dollars (\$65.00) per day. In situations where the crewmember is not returned to the state provided housing overnight or nights he/she shall be entitled to a quarters allowance of sixty-five dollars (\$65.00) per day or actual receipted expenses. In the event that the rate for lodging designated in the State Administrative Manual for Southeast Alaska is adjusted, the rate specified herein shall be adjusted by the same dollar amount.

11.02 When a crewmember is in work status, and is away from the home port for two (2) hours or more outside normal duty hours, they shall be entitled to meal per diem in accordance with this rule until the employee is returned to the home port or the employee is assigned to a vessel upon which meals and quarters are provided, whichever comes first.

Per diem for meal allowance shall be forty-one dollars (\$41.00) per day. In the event that the rate for meal allowance designated in the State Administrative Manual for Southeast Alaska is adjusted, the rate specified herein shall be adjusted by the same dollar amount.

When assigned to a 4 on 3 off schedule to a port other than Ketchikan the crew will not be entitled to travel pay and receipted necessary travel expenses to return to Ketchikan during those three days off unless at the direction of the Port Captain's office.

When temporarily assigned to Cordova the crew will be paid relief allowance in the amount of \$450.00 for every thirty (30) days of service, including days off, in Prince William Sound. If a temporary assignment is different from Cordova the parties shall meet and adjust the amount of the allowance appropriately.

Rule 15 - Working Conditions

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

Probationary Crewmember: All crewmembers shall be considered probationary during type and craft rating on the M/V Chenega. If a crewmember accepting a bid position aboard the M/V Chenega and holding permanent status in another position fails to satisfactorily complete the training, they will be returned to their former position if vacant. If the former position is filled, they may exercise seniority to bid a position elsewhere in the fleet. This probationary language does not apply to crewmembers attending training aboard the M/V Chenega that do not have bid positions on the M/V Chenega.

Rule 16 - Shipyard and Terminal Work

For any yard or maintenance period scheduled to be three (3) weeks or less in duration, which may be extended by mutual agreement, the working hours, crew, and all other terms and conditions of the Master Agreement shall apply as if the vessel is in underway status and twelve (12) consecutive hours shall constitute a days work. During this status, the provisions of Rule 16.01, 16.02, 16.03, and 16.04 shall not apply.

If the yard or maintenance period is scheduled for longer than three (3) weeks in duration, or as extended by mutual agreement, the provisions of Rule 16 of the Master Agreement shall apply.

When the vessel is in lay-up status, the Employer shall determine crew requirements, and the appropriate time periods and terms and conditions as described above shall apply. However, during all times a vessel is in layup or in a shipyard, the Master shall be the first crew member assigned and the last crew member removed.

Job Classification	Hourly Rate	Hourly Overtime Rate
Master	\$42.07	\$63.11
Chief Mate	\$35.34	\$53.01
Second Mate	\$29.44	\$44.16

Rule 17 – Pay Plan Add to Rule 17.01 (A)

Effective July 1, 2006, the wage in effect shall increase by 6%.

Note: The pay-period for all Licensed Deck Officers shall be the same as all other vessels covered under the Master Agreement.

Rule 18- Hours-Vessel on the Run

18.01 Twelve (12) consecutive hours shall constitute a day's work. All work in excess of the twelve (12) consecutive hours shall be compensated at the overtime rate and the provisions of Rule 22 shall apply.

Rule 19-Monthly Work

Effective April 15, 2006 the summer operating crew will consist of a two crew system under the following conditions:

- 1. Unions must provide personnel for all operational billets for both crews by April 1, 2006.
- 2. Alaska Marine Highway System will start classroom training on April 15, 2006.
- 3. Route training will begin upon arrival of the M/V Chenega in Prince William Sound.
- 4. Alaska Marine Highway Crew will guarantee the second crew will be deployed for ninety (90) days, after completion of route training.
- 5. If billets are not filled by April 1, 2006, the State and the Unions shall jointly recruit until April 15, 2006. It is understood that the jobs shall be put out for bid no later than January 15, 2006.
- 6. If billets are not completely filled, or assigned by the scheduling committee, by April 15, 2006, Alaska Marine Highway System reserves the option to operate under a one crew system during summer operations. AMHS will make every effort to work with the Union to maintain the 2 crew system.
- 7. Under the two (2) crew system, assignments will be in two week on two week off increments. Longer periods of deployment may be authorized by the Port Captain with the agreement of the opposite.
- 8. In the event that Alaska Marine Highway System determines the need to extend summer operations longer then the 90 days, the employees shall be notified within 10 days of the 90 day deadline. Crew will be guaranteed 168 hours of work or pay if extended beyond the 90 days.

\$ 1/22/05

From effective date of this agreement until April 14, 2006, one crew will work and be paid for four days on, followed by three unpaid days off. Crewmembers of the Chenega will have a forty-two (42) hour workweek. Daily schedules will be determined by operational schedule.

Rule 21 - Late Arrival

Does not apply.

4 on/3 off Operations

Crewmembers will work four consecutive days, followed by three consecutive days off. Crewmembers assigned to the M/V Chenega will have a forty-two (42) hour workweek. One crew will work and be paid for four days on, followed by three unpaid days off. Daily schedules will be determined by operational schedule. Each Licensed Deck Officer shall be guaranteed 42 hours of work or pay.

When a Deck Officer assigned to the M/V Chenega has worked a regularly assigned workweek and is required to work on his/her three days off, he/she shall be paid at the overtime rate of time and one-half for the time worked.

Overtime for work in excess of 12 hours per day or 42 hours per workweek shall be paid at the overtime rate of pay.

Effective April 1 of each year of the agreement, one Master will be assigned to serve as a Training Officer. The work schedule for the Training Officer shall consist of five days on, followed by two days off, with each workday being 8.4 hours. During training operations, all hours in excess of eight and four-tenths (8.4) hours per day or five days, forty-two (42) hours per week shall be paid at the overtime rate of one and one-half times the hourly rate.

Two Licensed Deck Officers will be assigned for security for the three days off during 4 on/3 off operations. The workweek for these Licensed Deck Officers shall consist of four consecutive days, and each Licensed Deck Officer shall be guaranteed 42 hours of work or pay.

Deck Officers awarded a bid on the M/V Chenega who held a bid on another vessel, at the time of the Chenga award, shall have return rights to their previous bid for a period of six (6) months.

This Letter of Agreement shall be effective upon signing or July8, 2005, which ever comes first, and shall be coterminous with the Master Agreement.

Nancy Sutch 7/25/05 T/A FOR THE STATE OF AL

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Art Chance, Director Division of Labor Relations Department of Administration Captain Steven Demeroutis Vice President

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LETTER OF AGREEMENT between the STATE OF ALASKA and the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

Re: M/V LECONTE

06-CC-203

It is hereby understood and agreed between the parties that the following is intended as an addendum to the Master Agreement entered into between the State of Alaska and the International Organization of Masters, Mates and Pilots, Pacific Maritime Region, and is intended to amend the Master Agreement only in regard to issues unique to M/V Le Conte's operation as a day boat on this route. The Master Agreement without this addendum is intended to cover the LeConte unless an entire Rule or subsection of a Rule is specifically modified, amended, or otherwise superseded by this addendum. The Master Agreement is not modified other than as specifically addressed in the M/V LeConte Letter of Agreement.

It is understood between the parties that this Addendum has been negotiated to address specific service needs for the M/V LeConte. The parties' intent is to address the needs and safety of the traveling public and the Deck Officers working this service. Due to the unique nature of the service, the parties acknowledge there may be unforeseen issues or problems that may emerge during implementation of this service and agree to meet as soon as possible in order to address such issues.

Rule 8 - Health and Safety

8.02 Does not apply

Clean bed linen and towels will be provided weekly.

Rule 9 - Occupational Injury and Illness Benefits

9.01 Unearned Wages: In the event a crewmember becomes ill or is injured while in the service of the M/V LeConte, he/she will receive wages to the end of the workday. In the event that a crewmember becomes injured while in the service of the M/V LeConte, and a report is filed and not successfully controverted, he/she will be entitled to wages for three working days or less, if not later compensated. This rule shall not supersede the Union's or Employer's respective positions, nor waive the right of the respective parties to pursue such positions, as contained in the Master Agreement.

Rule 21 – Late Arrival

Does not apply.

This agreement shall be in effect June 30, 2006 shall be coterminous with the Master Agreement.

For the State of Alaska:

For the IOMM&P

Dianne Kiesel, Director Department of Administration

30/06 Date

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Capt. Steven Demeroutis Vice President, IOMM&P

u 30, 2006 Dat

LETTER OF AGREEMENT between the International Organization of Masters, Mates and Pilots (IOMM&P) and the STATE OF ALASKA

07-CC-130

Re: Training

The Employer agrees to pay four hours of pay at the straight-time rate of pay after successful completion of each of the following training classes.

Security 101, 201 Hazmat-Entry Hazmat-Advanced

This agreement only applies to those employees required by the AMHS to complete the training. This letter of agreement will expire June 30, 2007 but may be extended with the mutual agreement of the parties.

This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR THE IOMM&P:

Dianne Kiesel, Director Division of Personnel & Labor Relations

Captain Steven Demeroutis. Vice President, IOMM&P

126107

2007

Date

LETTER OF AGREEMENT between the STATE OF ALASKA and INTERNATIONAL ORGANIZATION OF MASTERS, MATES, AND

PILOTS, PACIFIC MARITIME REGION;

LOA --05-CC-012

(1) Any grievance timely filed shall be considered to be automatically advanced to the succeeding step of the grievance procedure if the State does not timely respond to the grievance at any step below step four.

(2) The parties encourage physical or telephonic meetings for purposes of fact-finding and promoting exploratory resolution dialogue between the Employer and the Union at each step of the dispute resolution procedures.

A. At a minimum the parties will make every reasonable effort to schedule such a conference prior to the submission of step four (4) grievances. Whenever appropriate, the parties to such a conference shall include the grievant, a union représentative, a representative from the Alaska Marine Highway System, and the assigned Labor Relations Analyst.

B. The purpose of such a meeting is to exchange or discuss the information used as the basis for the employment dispute, and to encourage an open discussion of the parties' positions and/or desired outcomes.

This agreement is effective upon signing and remains in effect until it is terminated by either party.

FOR THE STATE OF ALASKA:

Art Chance, Director, Division of Labor Relations Department of Administration

7-1-04

Date

FOR INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

Capt. Steve Demeroutis Vice President

7/1/2004

Date