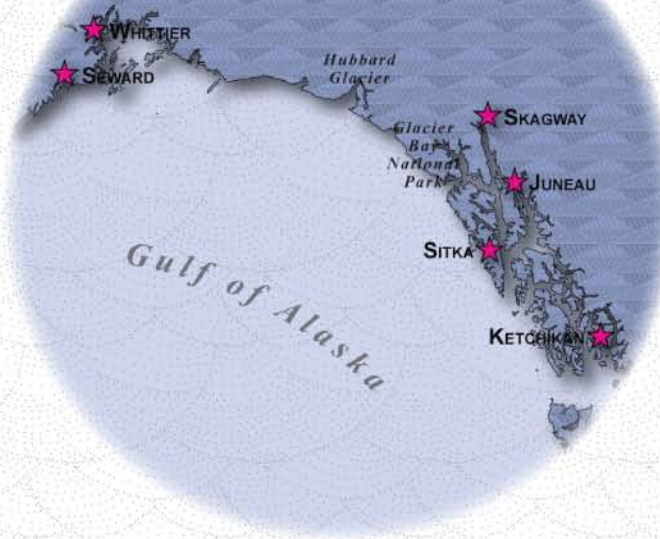




Commercial Passenger Vessel Environmental Compliance Program Technical Assistance

Ocean Ranger Program Cruise Ship Ballot Measure Implementation



March 7, 2007

Prepared on behalf of the
Alaska Department of Environmental Conservation

Submitted by:

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From the 2006 Cruise Ship Ballot Measure

****Sec. 7.*** AS 46.03 is amended to include new provisions as follows:

Sec. 46.03.476. Ocean Rangers.

(a) An owner or operator of a large commercial passenger vessel entering the marine waters of the state is required to have a marine engineer licensed by the United States Coast Guard hired or retained by the department on board the vessel to act as an independent observer for the purpose of monitoring state and federal requirements pertaining to marine discharge and pollution requirements and to insure that passengers, crew and residents at ports are protected from improper sanitation, health and safety practices.

(b) The licensed marine engineer shall monitor, observe and record data and information related to the engineering, sanitation and health related operations of the vessel, including but not limited to registration, reporting, record keeping and discharge functions required by state and federal law.

(c) Any information recorded or gathered by the licensed marine engineer shall be promptly conveyed to the Alaska Department of Environmental Conservation and the United States Coast Guard on a form or in a manner approved by the Commissioner of Environmental Conservation. The Commissioner may share information gathered with other state and federal agencies.

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Overview

- This paper examines six options for deploying qualified, trained Ocean Rangers among the twenty-eight large cruise ships that will make at least one voyage to Alaska in 2007. For a fully implemented program, about 25 Ocean Rangers, all licensed marine engineers, will be deployed on ships during the peak weeks of the season. We believe a pool of 35 trained marine engineers is needed for full program implementation. If more limited deployment options are selected, six to ten Ocean Rangers would be needed.
- Based on the assumptions and estimates within this paper, one deployed Ocean Ranger will cost the program between \$4200 and \$9000 a week, depending on the deployment option selected.
- A program that deploys one Ocean Ranger on each cruise ship when those ships are operating in Alaska waters will cost 2.8 to 4.0 million U.S. dollars to fully implement the first season. A more limited program, where ten Ocean Rangers ride randomly selected port-to-port legs of a cruise would cost approximately 1.4 million dollars for the first season. Using six to eight Ocean Rangers to inspect ships while in port would cost 0.97 million dollars for the first season.
- To administer the Ocean Ranger program, one Senior Supervising Ocean Ranger, plus one full-time and one seasonal Ocean Ranger Coordinator, should be employed.
- Before they can be qualified as an Ocean Ranger, marine engineers should receive training in (1) program administration, (2) environmental laws, regulations, and codes, (3) occupational safety and health, (4) professional and ethical conduct, and (5) maritime security.
- The Ocean Ranger's *Inspection and Verification Guide and Checklist*, a handbook similar to U.S. Coast Guard vessel exam books, will be the backbone of the program, promoting consistency from Ocean Ranger to Ocean Ranger and thoroughness on the part of individual Ocean Rangers.
- The program should be implemented in phases. Phase One, where ten Ocean Rangers are contracted, qualified and rotated throughout the entire fleet of Alaska cruise ships, should be implemented first. However, the Phase One will be more difficult to manage and administer than a fully implemented program. Staff support - contractors or state employees – must be in place for implementing Phase One.

Implementation Checklist or Start-up Guide

The following items are listed in general order of start-up sequence:

- ☐ Determine the extent of Phase One. Consider whether Ocean Rangers will board vessels at ‘non-traditional’ ports, including Dutch Harbor.¹
- ☐ Determine whether Ocean Rangers will be State employees or contractors.
- ☐ Set dates for first deployment of Ocean Rangers. Book cabins for Ocean Rangers. Arrange for lodging, transportation and pilot boats if Ocean Rangers will board at pilot stations.
- ☐ Begin a dialogue with cruise industry to resolve security and safety issues and to enlist their aid in training and orientation of Ocean Rangers.
- ☐ Finalize Ocean Ranger and Ocean Ranger Coordinator position descriptions and/or contracts.
- ☐ If contractors are used, begin negotiations with a supplier of marine engineers or advertise in MarineLog or MarineToday.com
- ☐ Produce an inspection and verification guide and checklist, including underway forms and records.
- ☐ Develop a training and certification program.
- ☐ Collaborate with a cruise line or particular cruise ship to provide orientation training as a component of the overall training and certification program.
- ☐ Hire an Ocean Ranger Coordinator.
- ☐ Order Ocean Ranger equipment and uniform items.
- ☐ Order smart phones and load electronic forms on them.
- ☐ Develop a working relationship with U.S. Customs and Border Protection.
- ☐ Request ships provide a dedicated locker for ADEC sampling kits and Ocean Ranger equipment.
- ☐ Conduct first training and certification course for prospective Ocean Rangers.
- ☐ Select a Senior Supervising Ocean Ranger from among the first class.
- ☐ Address all outstanding issues. (See next section.)

¹ In 2007, the M/V Statendam will call at Dutch Harbor on its first or ‘positioning’ voyage to Alaska on May 13. The M/V’s Hanseatic and Seven Seas Mariner will call at Dutch Harbor on their last voyage, September 11 and 15, respectively.

Outstanding Issues

- Check State quarantine authority.
- Determine legal authority to check and monitor federal requirements. For example, access to the Safety Management System (SMS) which describes the operation and maintenance of the various pollution control devices.
- Incorporate cruise ship contractor orientation and code of conduct into *Inspection and Verification Guide and Checklist*.
- Determine whether Ocean Ranger has authority or mandate to check for safety, sanitation, quarantine.
- Hepatitis immunizations require 4-6 months to be fully effective. Immunizations, if required, may delay employment of Ocean Rangers.
- Ocean Rangers will need access to restricted areas on board ships. This may require amendments or changes to the Ship Security Plan (SSP), which is a significant disruption and concern for the vessel master. Negotiations and dialogue between ADEC and the cruise industry should begin early to resolve this issue.
- The State's apparent view is that workers' compensation coverage is established by AS 09.50.250 and not by Jones Act, admiralty, or general maritime law². However, Alaska Department of Law should clarify this issue before hiring Ocean Rangers as state employees or contractors.
- Determine whether the Ocean Ranger must be enrolled in some type of Occupational Medical Surveillance and Evaluation Program (OMSEP).
- Chartered cruises and some scheduled cruises may not have cabins for Ocean Rangers. Cabins should be booked early.

² Contract negotiators should read the entire statute. Excerpts are presented here:

AS 09.50.250. Actionable Claims Against the State. A person or corporation having a contract, quasi-contract, or tort claim against the state may bring an action against the state in a state court that has jurisdiction over the claim. However, an action may not be brought if the claim.....(5) arises out of injury, illness, or death of a seaman that occurs or manifests itself during or in the course of, or arises out of, employment with the state; AS [23.30](#) provides the exclusive remedy for such a claim, and no action may be brought against the state, its vessels, or its employees under the Jones Act (46 U.S.C. 688), in admiralty, or under the general maritime law.

I. INTRODUCTION

On August 22, 2006 the voters of Alaska passed a Cruise Ship Ballot Initiative. Among other provisions, the ballot measure mandated the implementation of an ‘Ocean Ranger’ program in which marine engineers licensed by the U.S. Coast Guard ride on cruise ships operating in Alaska to monitor compliance with State and federal environmental regulations. The following sections, tables and attachments present an approach for implementing and maintaining the Ocean Ranger program.

This implementation plan addresses the following questions:

What are the duties of the Ocean Rangers?

What qualifications are required by statute or the nature of the duties?

What type of training is needed to prepare and qualify the Ocean Rangers for deployment on board cruise ships?

How many Ocean Rangers are needed and where can they be recruited?

What are the best hiring practices and what is adequate compensation?

Finally, how can the program be best managed and how much will it cost?

Precautionary Statement

We have used our best professional judgment in developing this implementation program. However, the Ocean Ranger program, to our knowledge, has no precedent. The methodology, recommendations, and cost estimates set forth in the following pages can and should be improved and revised based on input from ADEC, the cruise industry, and the public.

II. The Duties of an Ocean Ranger

Attachment A, “A Week in the Life of an Ocean Ranger”, presents a narrative chronology of an Ocean Ranger dispatched to a cruise ship. Attachment A presents a possible itinerary as well as the duties of an ocean ranger during a hypothetical but representative Alaska cruise. In developing the implementation program, this narrative was written first in order to better understand the scope and details of the program. Likewise, it maybe helpful to the reviewer to read this attachment first for it creates a picture of the duties, training, and responsibilities discussed in the following sections.

The Ballot Initiative states that an Ocean Ranger will be on board a cruise ship to:

1. *Act as an independent observer for the purpose of monitoring state and federal requirements pertaining to marine discharge and pollution requirements;*

2. *Insure that passengers, crew and residents at ports are protected from improper sanitation, health and safety practices;*
3. *Monitor, observe and record data and information related to the engineering, sanitation and health related operations of the vessel, including but not limited to registration, reporting, record keeping and discharge functions required by state and federal law.*

Ocean Rangers represent the State of Alaska. They do not in anyway represent or fulfill the roles for federal regulatory agencies, including the U.S. Coast Guard, U.S. Centers for Disease Control, U.S. EPA, and U.S. Customs and Border Protection. Ocean Rangers may, however, observe and document apparent violations of federal regulations while in Alaska waters and report them to ADEC. ADEC may then inform appropriate federal agencies for action.

A. The Essence of the Job

When assigned to a cruise ship operating in Alaska waters, the Ocean Ranger will serve as an independent observer for the purpose of monitoring state and federal requirements pertaining to marine discharge and pollution requirements. Using an examination guide and checklist produced by ADEC, the Ocean Ranger will observe waste streams and inspect waste management systems to verify compliance and report possible violations of state and federal environmental regulations.

Attachment B, the Ocean Ranger Classification Specification Form, provides the details of knowledge, skills, abilities and expected duties. This form may be used for State hire or modified to provide the terms of reference for a contractor. Attachment C is the Classification Specification Form for the Ocean Ranger Coordinator. The Ocean Ranger Coordinator provides support for the Ocean Rangers and will be discussed in Section VII.

Compensation will be hourly based on a 12-hour work day that is customary for licensed marine engineers serving in the U.S. Merchant Marine.

B. Compliance Verification and Enforcement

In the performance of oversight and monitoring activities, an Ocean Ranger may observe or otherwise detect a violation of State and federal requirements. In such an incident, the Ocean Ranger will respond as described in Attachment D, Compliance Verification and Enforcement.

In all cases where the Ocean Ranger observes a violation, he / she will inform the ship's staff as appropriate, allowing them to take immediate corrective action to mitigate the consequence of the discharge or other violation.

C. Guidance from ADEC

The Ballot Initiative specifies that the *“state is required to have a marine engineer licensed by the United States Coast Guard hired or retained by the department on board*

the vessel to act as an independent observer for the purpose of monitoring state and federal requirements pertaining to marine discharge and pollution requirements and to insure that passengers, crew and residents at ports are protected from improper sanitation, health and safety practices.”

This component of the initiative might be interpreted quite broadly by requiring the Ocean Rangers to be on board the cruise ships continuously and to undertake comprehensive inspections in public health and maritime safety – programs to which the U.S. Coast Guard, Environmental Protection Agency, and Centers for Disease Control (CDC) have jurisdiction over and devote considerable resources. However, the State of Alaska interprets the initiative as more limited in scope and that the new laws provide ADEC with considerable discretion to develop a program that may employ a limited number of Ocean Rangers that would be deployed less than 24/7 and in a more random manner. Thus, the Ocean Ranger implementation program presented in the following sections was developed with guidance from ADEC and under the following interpretations and assumptions:

1. The ballot measure requires Ocean Rangers to hold a valid, current marine engineer license issued by the U.S. Coast Guard. No other license, degree or qualification can serve as a substitute.
2. The duties of the Ocean Ranger are primarily to monitor the waste streams on large cruise ships that are regulated by the State of Alaska. These include inspecting the generation and verifying the proper management of:
 - oily waste (bilge, sludge, fuel and lube oil)
 - wastewater (gray and black water)
 - hazardous waste
 - non-hazardous waste
 - stack emissions
3. The draft implementation plan should include details and procedures for Phase I, where ten ocean rangers are initially trained and deployed. In addition, the plan should examine a range of deployment options from a comprehensive schedule that deploys an Ocean Ranger on board a cruise ship each and every time the vessel is in Alaska waters to more limited options including random inspections of ships while in port.
4. The Ocean Rangers, at least for the first year or Phase One of the implementation program, will not serve as ADEC enforcement officers. They will be responsible for reporting observed, apparent violations of federal or state regulations to ADEC. In most cases, the Ocean Ranger will also inform the master of the apparent violation, allowing the crew to take immediate corrective action. (Note: Authority for compliance and verification is discussed in Attachment D.)

5. Ocean Rangers represent the State of Alaska. They do not in any way represent or fulfill the roles for federal regulatory agencies; including, the U.S. Coast Guard, U.S. Centers for Disease Control, U.S. EPA, and U.S. Customs and Border Protection. They may, however, observe and document apparent violations of federal regulations and report them to ADEC. ADEC may then inform appropriate federal agencies for action.
6. As noted above, Ocean Rangers may observe and report apparent violations of federal and state safety and health regulations. However, they will not conduct compliance verification inspections nor specifically monitor or inspect:
 - Safe food handling procedures.
 - Safety requirements and procedures inspected by the U.S. Coast Guard or flag-state.
 - Engineering systems other than waste management systems.
 - Vessel sanitation³ and quarantine⁴ procedures as managed by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

The above items are likely subject to the jurisdiction of other State and federal authorities.

7. The ADEC air opacity – smoke reader – program will continue independent of the Ocean Ranger program. ADEC has one year remaining on a contract for assistance in opacity readings. Observers must be shore based for at least 30 minutes of reading. This is a task better integrated into the 2008 program since an additional two days of specialized training is required.
8. At least for phase one, the independent wastewater sampling and analysis programs⁵ required by 33 CFR 159 Subpart E, and 18 AAC 69 will continue

³ The CDC Vessel Sanitation Program (VSP) inspects cruise ships with a foreign itinerary that call on U.S. ports and that carry 13 or more passengers twice yearly. VSP officers also conduct disease surveillance and investigations, review construction plans for new ships, and conduct onsite inspections of new ship construction and renovation. VSP also trains cruise ship employees in proper public health techniques including food handling and preparation, potable water system management, and pool and spa operation and maintenance. See <http://www.cdc.gov/nceh/vsp/default.htm>

⁴ CDC's Division of Global Migration and Quarantine (DGMQ) has the mission of reducing morbidity and mortality due to infectious diseases among immigrants, refugees, international travelers, and other mobile populations that cross international borders, including foreign cruise ship operations. See <http://www.cdc.gov/ncidod/dq/index.htm> CDC DGMQ is separate from the Vessel Sanitation Program.

without change. After the first year, the possibility of the Ocean Ranger assuming a more direct role in sampling and analysis will be evaluated.

9. The technology for off-site monitoring of valve openings and discharge rates is available. This virtual presence combined with random Ocean Ranger deployment schedules could reduce the number of Ocean Rangers needed. This program would require investment and collaboration between the cruise industry and ADEC and would not be fully deployable in the 2007 cruise season. It should be considered in subsequent seasons for managing or reducing program costs and resources.

III. Qualifications of an Ocean Ranger

Ocean Ranger qualifications require not only the credential mandated by the Ballot Initiative (marine engineer license) but also the demonstration of the skills necessary to carry out program duties. The license requirements are discussed in this section. The skill sets necessary to carry the duties of an Ocean Ranger are listed and described in Section IV: Training.

A. Minimum Qualifications

To qualify as an Ocean Ranger, an individual must:

- Hold a current 3rd Assistant Engineer or Designated Duty Engineer license issued by the U.S. Coast Guard. (Required by Sec 46.03.476(a) of the 2006 Cruise Ship Ballot Measure). See Attachment E for a checklist of minimum license requirements.
- Complete the ADEC Ocean Ranger Certification Course. This course will include training in:
 - (1) Department administrative and enforcement procedures.
 - (2) Inspection and verification of the systems and procedures on board large cruise ships required to meet state and federal marine discharge and pollution requirements.
 - (3) Occupational safety and health.
 - (4) Maritime security awareness.
 - (5) Professional and ethical conduct.

Training and performance objectives are set forth in Section IV.

⁵ Include both monitoring by an independent contractor employed by the vessel, unannounced sampling by the Coast Guard, and sampling as determined by ADEC for research, verification and program development.

- Produce evidence of having passed a chemical test for dangerous drugs within ninety days immediately preceding the ADEC Ocean Ranger Certification Course.
- Produce a personal Transportation Worker Identification Credential⁶ (TWIC) or, until this federal security program is implemented, a Merchant Mariner Document (MMD) and evidence of a satisfactory background check.
- Produce evidence of vaccinations and immunizations listed on the U.S. Centers for Disease Control (CDC) Adult Immunization Schedule (Attachment G).

B. Summary of the Requirements for a U.S. Coast Guard Issued Marine Engineer License

A U.S. Coast Guard marine engineer license implies that the license holder has the education, training and shipboard experience necessary to operate and maintain the engineering systems used on modern marine vessels. Attachment E, the USCG engineer's license checklist⁷, provides the detailed requirements for the two types of engineer's license. Attachment F is the curriculum from the California Maritime Academy (a representative post-secondary education facility) leading to a 3rd Assistant Engineer's license.

The 'lowest' upper level license is for 3rd Assistant Engineer. The 'lowest' lower level license is *Designated Duty Engineer of Steam, Motor or Gas Turbine Vessels*. We believe the writers of the ballot measure assumed that a 3rd Assistant Engineer (*Motor, Unlimited Horsepower*) would be the minimum license required of an Ocean Ranger. However, language of the ballot measure, in our opinion, does not prohibit a lower level engineer's license. This could be a *Designated Duty Engineer of Steam, Motor or Gas Turbine Vessels (Limited to 1000 Horsepower)*.

At minimum, a *Designated Duty Engineer of Steam, Motor or Gas Turbine Vessels (Limited to 1000 Horsepower)* would have:

- A Firefighting Course Completion Certificate.
- At least 360 days service on a 1000 horsepower vessel with at least 270 days of that shipboard service in the engine room, and 180 days of engine room service in the capacity of a qualified member of the engineering department (QMED) or

⁶ The United States Maritime Transportation Security Act of 2002 and the Security and Accountability for Every Port Act of 2006 require credentialed merchant mariners and workers with unescorted access to secure areas of vessels and facilities to undergo a security threat assessment and receive a biometric credential, known as a Transportation Worker Identification Credential (TWIC). Regulations and final rules were issued on January 25, 2007. However, the TWIC is still under development and will likely not be available for Ocean Rangers by the beginning of the 2007 Alaska cruise season.

⁷ See the USCG Merchant Mariner and Documentation website for more details and information.
<http://www.uscg.mil/STCW/lcdr-enginereq.htm>

equivalent supervisory position. At least ninety days of that service must have been within three years of the license application.

- Demonstrated competencies in Basic Safety Training as defined under the International Maritime Organization's Code for Standards in Training, Certification and Watchstanding (STCW).
- Evidence of having passed a chemical test for dangerous drugs.
- A certificate indicating completion of a first aid course and cardio-pulmonary resuscitation (CPR) course within the past 12 months from the American National Red Cross or other approved organization.
- Passing scores in a battery of professional examinations administered by a U.S. Coast Guard Regional Examination Center (REC).

IV. Training Ocean Rangers

Applicants for the job must hold a current marine engineer license. However, cruise ships and large commercial passenger vessels are complicated and contain equipment that is normally not installed on merchant marine or Navy vessels. In addition, the ADEC Commercial Passenger Vessel Environmental Compliance (CPVEC) program is quite detailed and specific. Licensed marine engineers will need additional training and certification to carry out the duties of the Ocean Ranger.

In is important to enlist the aid of a cruise ship or cruise line for training and orientation.

A. Training Objectives

ADEC or a contracted trainer should develop a suitable course for Ocean Rangers. This course should not be a seminar or orientation session but technical training where the prospective Ocean Ranger is required to demonstrate proficiency. Training course length and delivery methods are not covered in this report. These specifics will be developed by ADEC or the contracted trainer.

Nonetheless, the following sections have been identified as minimum performance/learning objectives and components of an Ocean Ranger Certification Course.

1. Administration and Program Overview

- **DIAGRAM** and **DESCRIBE** the ADEC Commercial Passenger Vessel Environmental Compliance (CPVEC) program structure including how it fits into the overall State of Alaska Executive Branch.
- **DESCRIBE** the mandate for the Ocean Ranger program and the general permit system to be applied to cruise ships.
- When given a set of forms and checklists developed for the program, **DEMONSTRATE** the ability to complete and file required records and reports.

- **DEMONSTRATE**, through examination, an understanding of how the relevant components of SOLAS,⁸ MARPOL,⁹ flag-state requirements, and classification societies overlap and compliment state and federal passenger vessel regulations.
- **LIST** and **DESCRIBE** the functions of all state, federal and flag-state agencies the Ocean Ranger is likely to encounter and interact with on board a cruise ship.
- Given a chart, **IDENTIFY** cruise ship routes and port calls in Alaska and **DESCRIBE** typical voyage schedules.

2. Ensure environmental compliance of vessel while in Alaska waters

- **DESCRIBE** the differences in federal and state statutes, codes, regulations and permits, including the new Ballot Initiative general permit under development.
- **LIST** the federal and state compliance options for cruise ship wastewater treatment and discharge.
- **LIST** potential State environmental compliance violations.
- **DESCRIBE** the International Safety Management (ISM) Code. Given a scenario and excerpt from a Safety Management System (SMS), **DETERMINE** whether there is a possible non-conformance.¹⁰
- **LIST** conventional pollutants found in wastewater, and **IDENTIFY** the concentration parameters for priority pollutants by using appropriate documents and regulations.
- Given a set of data, **COMPLETE** and **SUBMIT** the required reports.
- **DESCRIBE** the types of marine sanitation devices (MSD) and advanced wastewater treatment system (AWTS) technologies employed on modern cruise ships.
- **DIAGRAM** the typical shipboard wastewater treatment sequences (traditional MSD and AWTS) and **IDENTIFY** sampling points.
- Using the Quality Assurance/Quality Control Plan (QA/QCP) and Vessel Specific Sampling Plan (VSSP),¹¹ **LIST** various ways sampling and analysis may be compromised.
- Given a laboratory analysis and field log, **DETERMINE** whether a discharge sample is compliant with federal and state requirements.

⁸ Safety of Life at Sea (SOLAS) is an international code developed by the United Nations International Maritime Organization (IMO) and incorporated by reference into U.S. law and regulation.

⁹ MARPOL is a comprehensive set of international codes addressing marine pollution from ships developed by the United Nations International Maritime Organization (IMO). Most, but not all, of the MARPOL annexes have been incorporated by reference into U.S. law and regulation.

¹⁰ The ISM Code, like SOLAS and MARPOL, is an international standard incorporated into federal requirements. However, the ISM Code regulations are somewhat different in that a violation can occur when the vessel owner/operator does not follow their own specific operating procedures. This training segment is only for familiarization with a system closely associated the ADEC CPVEC program. Ocean Rangers will not be ISM auditors.

¹¹ Both the QA/QCP and VSSP are required by 18 AAC 69.

- **DEMONSTRATE** correct sampling technique including, proper handling and chain of custody procedures in accordance with the approved QA/QCP.
- **DEMONSTRATE** proper documentation and reporting of non-compliance observations.
- **DESCRIBE** the opacity air monitoring (smoke reader) program.
- **DESCRIBE** typical cruise ship solid waste minimization programs and **IDENTIFY** procedures that would be non-compliant.
- **LIST** the types and amounts of hazardous wastes generated on board a modern cruise ship. **DESCRIBE** appropriate hazardous waste management methods.

3. Occupational Safety and Health

- **DESCRIBE** inherent risks in a Pilot Boat boarding, and **LIST** safe boarding procedures.
- **LIST** components of an Occupational Medical Surveillance and Evaluation Program.
- **LIST** the ten common safety and health hazards associated with Ocean Ranger activities.
- **DEMONSTRATE** proper use of assigned safety and personal protective equipment.
- **IDENTIFY** the three general types of atmospheric hazards that may be encountered.
- **IDENTIFY** the types of control strategies for on-board hazards.
- **IDENTIFY** all confined spaces the Ocean Ranger is likely to encounter in the course of his/her duties.
- **LIST** the international and U.S. OSHA classifications for various types of confined spaces and **STATE** the policy for confined space entry for each designation

4. Professional and Ethical Conduct

- **DESCRIBE** the State of Alaska policy for standards of ethical conduct.
- **IDENTIFY** the five major parts of professionalism: job skills, appearance, objectivity, demeanor, and attitude.
- Given a number of scenarios, **IDENTIFY** what is and what is not considered proper conduct for Ocean Rangers.
- **LIST** basic practices of etiquette for Ocean Rangers serving on board cruise ships.
- **LIST** prohibited activities on board cruise ships.

- **IDENTIFY** factors that will create job stress (lack of camaraderie, boredom, isolation due to position as regulator) and **LIST** procedures and actions to relieve stress.
- Given a scenario that describes stressful confrontation or interaction with a crewmember or passenger, **DESCRIBE** basic conflict management techniques appropriate for the scenario.

5. Vessel Security Requirements

Note: Required by 33 CFR 104.225 and SOLAS Chapter XI-2, Part B, paragraph 13.4.

- **LIST** relevant provisions of the Vessel or Ship Security Plan.
- **DESCRIBE** the different MARSEC Levels and the possible change in responsibilities for each level.
- **IDENTIFY** current security threats and patterns.
- **LIST** methods of recognition and detection of dangerous substances and devices.
- **DESCRIBE** characteristics and behavioral patterns of persons who are likely to threaten security.
- **DESCRIBE** techniques used to circumvent security measures on board a ship.

B. On the Job Training

After successful completion of the course, the Ocean Ranger should accompany an experienced Ocean Ranger or verification officer on his/her first assignment to a cruise ship. Normally, this on-the-job-training (OJT) period will be one to two days. Initially, a staff person from ADEC CPVEC or the contract trainer will accompany the first Ocean Rangers. After an initial period, a senior Ocean Ranger can be designated to carry on OJT. This senior Ocean Ranger does not necessarily have to be the Senior Supervising Ocean Ranger described in Part VI.B.

V. Determining the Number of Ocean Rangers Needed

This report describes two main types of Ocean Ranger deployment regimens with various options within those two regimens. The first deployment scheme assigns one Ocean Ranger to each cruise ship when in Alaska waters. The second deployment scheme is more limited and random. Under this regimen, Ocean Rangers are randomly deployed to a ship at one of the ship's Alaska port calls to perform an inspection, or to make a monitoring ride on the ship to the next port. These options are described in detail in Section V.C. of this report.

If one Ocean Ranger is assigned to each cruise ship when in Alaska waters, the total pool of trained, certified Ocean Rangers should be about 35 licensed marine engineers. This number is based on 28 cruise ships operating in Alaska with one Ocean Ranger assigned to each ship with additional Ocean Rangers for vacation and illness relief or training. Under a more limited deployment with Ocean Rangers randomly deployed to vessels at port or deployed on voyage legs between ports, six to ten Ocean Rangers would be sufficient.

A. Overview of 2006 Cruise Season

In 2006, twenty-eight (28) commercial passenger vessels with 250 or more berths each (cruise ships) made one or more voyages to Alaska. Cruise ships began arriving the first week of May. By the end of May, twenty-five ships were cruising Alaska waters and activity remained at that level (25-27 vessels visiting each week) through mid-September. The last cruise ship departed Alaska waters on September 28. Table 1 shows this seasonal activity.

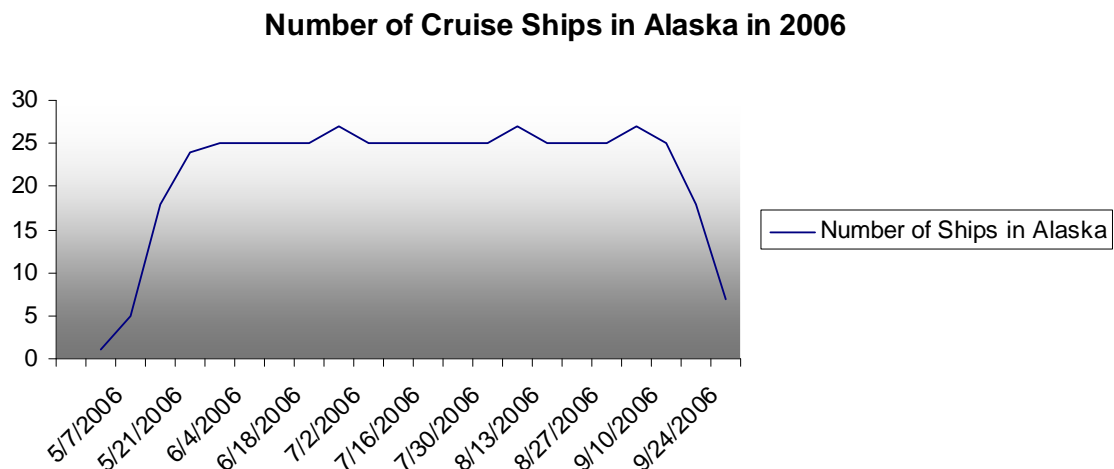


Table 1: Cruise Ship Activity in 2006

Source: Cruise Line Agencies of Alaska (CLAA)

Given that these vessels were foreign flag, they were required to make at least one call in a foreign port (Canada) each voyage.¹² This requirement was met through various voyage variations, including

- Beginning and ending Alaska cruises in Vancouver, British Columbia,
- Embarking passengers in Whittier or Seward and disembarking them in Vancouver, then reversing this voyage for a new group of passengers, or
- Beginning and ending an Alaska voyage in Seattle or San Francisco with intermediate stops in Victoria or Prince Rupert.

Table 2 shows the voyage and port call sequence for each cruise ship during the peak cruise months of June, July and August. As can be seen, the typical cruise ship spends 3-4 days each week in Alaska waters.

For 2007, the number of cruise ships and the types of voyages are expected to be nearly identical to the 2006 season. Some newer ships will replace 'less-new' ships,¹³ increasing the passenger capacity.

¹² The Passenger Vessel Services Act of 1886 (46 U.S.C. 289), when applied in conjunction with particular sections of the Merchant Marine Act of 1920 (46 U.S.C. 883; 19 CFR 4.80 and 4.80b), popularly known as the "Jones Act," governs the U.S. domestic passenger trades. Together these statutes are known as U.S. cabotage law. In essence, the Acts require that U.S.-built, U.S.-owned, and U.S.-crewed vessels be used to transport merchandise or passengers in U.S. domestic trade. The Passenger Vessel Services Act states: "No foreign vessel shall transport passengers between ports or places in the United States, either directly or by way of a foreign port, under a penalty of \$200 for each passenger so transported and landed." There are, however, certain exceptions to the prohibition on the use of foreign vessels to transport passengers in the U.S. domestic trades. There is no violation of U.S. cabotage law in cases where passengers board a non-coastwise qualified vessel at one U.S. port and disembark (at the conclusion of the voyage) at another U.S. port, as long as the vessel makes an intermediate stop at a "distant foreign port" (19 CFR 4.80a). However, an Ocean Ranger, embarking at one U.S. and disembarking at another, would not be subject to this exception and thus would require a waiver. U.S. Customs and Border Protection is the agency responsible for interpreting and applying U.S. cabotage laws or "Jones Act" requirements.

¹³ The average age of Alaska cruise ships is 5 years.

**Table 2: 2006 Alaska Cruise Ship Schedule
For Vessels with 250 or more passenger berths**

(Used for Ocean Ranger Program Planning)

Note: This is during the peak of the season (June-August)

Ship	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Carnival Spirit	SKG	KTN		VAN		KTN	JNU
Carnival Spirit	SKG	SIT	CFJ	WHT	CFJ	SIT	JNU
2 Coral Princess	CFJ	WHT	CFJ	GB	SKG	JNU	KTN
Coral Princess		VAN		KTN	JNU	SKG	GB
3 Dawn Princess		KAKE/ JNU	SKG	TA	KTN	VIC	SEA
4 Diamond Princess		KTN	JNU	SKG	GB	CFJ	WHT
Diamond Princess	CFJ	GB	SKG	JNU	KTN		VAN
5 Infinity	VAN		KTN	HUB	JNU	SIT	
6 Island Princess		VAN		KTN	JNU	SKG	GB
Island Princess		WHT	CFJ	GB	SKG	JNU	KTN
7 Mercury	KAKE / JNU	SKG	HUB	KTN/PR		SEA	
8 Norwegian Star	SEA		KAKE/JNU	SKG	GB	KTN	VIC
9 Norwegian Sun		KTN	JNU/TA	SKG/KAKE	PR		SEA
10 Norwegian Wind	VAN		KTN	JNU/TA	SKG/KAKE		
11 Oosterdam		JNU	HUB	SIT		VIC	SEA
12 Regal Princess	SFO			SIT	JNU	SKG	TA/KAKE
Regal Princess		VIC		SFO			KTN
13 Ryndam	SEW	CFJ	GB	HNS	JNU	KTN	
Ryndam	VAN		KTN	JNU	SKG	GB	CFJ
14 Sapphire Princess	CFJ	GB	SKG	JNU	KTN		VAN
Sapphire Princess		KTN	JNU	SKG	GB	CFJ	WHT
15 Serenade of the Sea	VAN		HUB	SKG	JNU	KTN	
16 Seven Seas Mariner	SKG	SIT	HUB	WHT	HUB	SIT	TA/JNU
Seven Seas Mariner	SKG	KTN		VAN		KTN	TA/JNU
17 Silver Shadow	VIC		KAKE/WRG	SIT	HUB	JNU	KTN
18 Statendam	PTS	SKG	JNU	KTN		VAN	
Statendam	KTN	PTS	JNU	SIT	HUB	SEW	HUB
19 Summit	HUB	SKG	JNU	PTS	KTN		VAN
Summit		KAKE / JNU	SKG	SIT	PTS	HUB	SEW
20 Sun Princess	SEA		KTN	JNU/TA	SKG		VIC
21 Topaz	HUB		SEW				
22 Veendam	VAN		KTN	JNU	SKG		CFJ
Veendam	SEW	CFJ	GB	HNS	JNU	KTN	
23 Vision of the Seas	JNU	SKG	PTS/KAKE		VIC	SEA	
24 Volendam	GB	KTN		VAN		KAKE / JNU	SKG
25 Westerdam	SEA		HUB	JNU	SIT	KTN	VIC

26	Zaandam	KAKE / JNU	GB	SIT	KTN	VIC	SEA
27	Zuiderdam		KAKE/ TA/JNU	SKG	GB	KTN	VAN

Note: Ships Silver Shadow and Topaz do not have repetitive schedules.

Port Code Legend

CFJ	College Fjord (Prince William Sound)	SEA	Seattle
GB	Glacier Bay	SEW	Seward
HNS	Haines	SIT	Sitka
HUB	Hubbard Glacier (Yakutat)	SKG	Skagway
JNU	Juneau	TA	Tracey Arm
KAKE	Pilot Station at Point Cornwallis, Fredrick Sound	VAN	Vancouver
KTN	Ketchikan	VIC	Victoria
PR	Prince Rupert	WHT	Whittier
PRG	Petersburg	WRG	Wrangell
PTS	Point Sophia (Hoonah)		

B. How many ocean rangers are needed?

There are three components in the answer to this question:

- (1) How many ocean rangers should be assigned to each ship?
- (2) How should they be assigned?
- (3) How many ships require ocean rangers?

1. How Many Ocean Rangers Should be Assigned to a Ship?

One Ocean Ranger per ship is sufficient for a program that deploys an Ocean Ranger on all cruise ships at all times they are in Alaska waters or for a more limited program that schedules random deployments to ports or on random legs of a cruise.

If the Ocean Ranger works for 12 hours a day, which is a typical day's work for an engineer or deck officer underway on a merchant ship (See Attachment H, the MEBA/AMHS Agreement, Rule 18), he or she should be able to monitor, observe and report on the pollution control systems and operating procedures. In Attachment A, we describe a '*Week in the life of an Ocean Ranger*'. We believe this demonstrates that one Ocean Ranger can manage the workload required and envisioned by the Ballot Initiative.

Another option would be to assign two Ocean Rangers per vessel to provide a 24-hour presence in the engine control room. The reason for a 24-hour presence would be to watch control panels in order to detect unauthorized discharge of wastewater. However, most cruise ships operating in Alaska have installed advanced wastewater treatment systems with approval to continuously discharge, even in port.¹⁴ The only way to verify

¹⁴ In 2006, 22 large vessels were approved for "Continuous Discharge", five vessels elected to not discharge wastewater in Alaska waters, and one vessel conducted discharge only at speeds greater than 6 knots (nautical miles per hour) and one nautical mile (2000 yards or 1.15 statute mile) from shore.

compliance would be to take samples and have them analyzed in a qualified laboratory. The analysis would take 24 hours to measure the first pollutant constituent, fecal coliform. Other constituents would take several days to determine. There are areas where all discharges are prohibited. Glacier Bay is one area. When cruising Glacier Bay - typically an 8-9 hour round trip - the Ocean Ranger could be on watch in the engine control room. But even this level of monitoring is probably not necessary, given that most cruise ships have electronic monitoring plus federal and State required record keeping that the Ocean Ranger could examine or review.

The Department could consider placing two Ocean Rangers at a time on board the five or six cruise ships that elect not to discharge wastewater in Alaska waters. However, experience with the current or pre-existing compliance program to this point indicates that this is probably not necessary.

In summary, one Ocean Ranger per vessel should be assigned. This means that for a fully implemented program during the weeks of the peak season (May 21 through September 9, 2007), 25-27 Ocean Rangers will be deployed on board cruise ships. If a more limited, random deployment regimen is implemented, about ten Ocean Rangers will be on cruise ships on any given week of the cruise season.

2. How Should Ocean Rangers be Assigned?

If ADEC elects to deploy an Ocean Ranger on every cruise ship every time the ship is in Alaska waters, each Ocean Ranger employed should be assigned to a specific ship. Cruise ship operating and waste management systems are complex, ship-specific, and will require some time for even a marine engineer to gain the familiarization necessary for monitoring and compliance verification. Once the Ocean Ranger learns the systems and the ship routine the ranger will be better able to detect variations in marine discharge or other pollution control procedures and devices. A single Ocean Ranger will place fewer burdens on the ship's staff because that staff will not need to be continuously orienting new state monitors. Jones Act waivers (see footnote 12) and security access clearances will be minimized. Once in a routine the Ocean Ranger can manage most of his or her logistics, including travel and lodging.

The disadvantage is the possibility that an Ocean Ranger - assigned to a ship for several months - could get too familiar with the crew and lose the impersonal objectivity required of a regulatory monitor. However, the ethics training provided to Ocean Rangers will address this potential problem and the ADEC "code of conduct" directive will reinforce expected ethical behavior.

If the Department elects to implement a more limited, random deployment schedule assigning an Ocean ranger to a specific ship will not be possible. However, schedulers should, for the reasons stated above, try to limit the number of ships to which an Ocean Ranger is assigned during the course of the season.

3. How Many Ships Require Ocean Rangers?

In 2007, during the peak of the season, twenty-five to twenty eight ships with 250 or greater berths will operate in Alaska waters. If ADEC were to adopt and implement the most comprehensive program, about 35 trained and certified Ocean Rangers will be needed for full implementation. In the 2007, full implementation will be difficult to achieve, given the amount of recruiting, training, and program ramp-up required. A phased in program, where ten Ocean Rangers are initially trained and deployed, should be pursued for 2007.

For a limited, random deployment program (this could also be phase one of a comprehensive program), ten or so Ocean Rangers could rotate among all ships and ports. The Department may consider, during phase one, directing more oversight to the 5 to 6 ships that declare they will not discharge wastewater in Alaska waters – rationale being that cruise ships approved for continuous discharge undergo a rigorous sampling program required by the State and the U.S. Coast Guard whereas ships electing not to discharge are not usually boarded and are not sampled.

A limited deployment program, where ten Ocean Rangers rotate among all the cruise ships, will be more difficult to administer than a fully implemented program. (See Section V.B.2.) Cabins for Ocean Rangers may not be available for last minute or unannounced rides between ports. Security issues, Jones Act waivers, and basic logistics will require careful coordination between the cruise line, maritime agents, U.S. Coast Guard, U.S. Customs and Border Protection, and ADEC. A fully trained ADEC Ocean Ranger Coordinator and coordination plan with Cruise Line Agencies of Alaska must be in place before Ocean Rangers can be assigned to the fleet for phase one.

C. Developing and Recruiting a Pool of Qualified Ocean Rangers

Licensed marine engineers may be recruited through the unions (MEBA and American Maritime Officers), maritime academies, and through advertisement in the *MarineLog* and *MaritimeToday.com*. For the first year of implementation, ADEC could work through the Marine Engineers Beneficial Association (MEBA) which has several hundred members located throughout North America. AMHS has set a precedent in negotiating with MEBA and their agreement could be used as a starting point in developing a contract. Phase one of the implementation program, however, should be flexible and non-binding, allowing the program to be refined, even dramatically altered, as the program managers identify improvements and lessons-learned.

VI. Hiring a Sufficient Number of Qualified Ocean Rangers

Up to this point, the report has identified the duties, qualifications, and training of a single Ocean Ranger. This section considers how best to attract and hire a pool of qualified persons.

A. State Employees or State Contractors?

Ocean Rangers may be either State employees or contractors retained by the State. For the first year of implementation ADEC should use contractors exclusively for the following reasons:

1. Contract marine engineers are used by the Alaska Marine Highway System (AMHS) to fill engineering watch standers positions on AMHS passenger vessels. About 40% of the engineering officers on board AMHS vessels are contractors retained through the Marine Engineers Beneficial Association (MEBA). The MEBA/AMHS agreement is included in this report as Attachment H. This agreement will be referred to frequently, given that the document addresses compensation and work conditions for engineers aboard vessels sailing in Alaska.
2. Given that this is seasonal work, it may be easier to find qualified seasonal workers coming from out-of-state through contract methods.
3. Contract engineers can be retained and put to work more quickly than State employees.
4. There may not be enough marine engineers living in Alaska to fill the needs of this program. Most of the Ocean Rangers may come from out of state.
5. The State of Alaska is currently having difficulties recruiting high level technical and engineering staff. Changes in benefit packages have been cited as a factor contributing to this difficulty.
6. A program that uses contract Ocean Rangers rather than State employees will allow more flexibility to change or refine the program through experience and lessons learned.

The disadvantage of using contract Ocean Rangers are:

1. The Ocean Ranger contractor pool will likely be larger than an Ocean Ranger pool of State employees because of inherent contractor turnover, requiring more engineers to receive initial training and certification. The Ocean Ranger program is unique and will require specialized training that even highly qualified marine engineers do not currently have. A State employee program would likely have a more stable work force with fewer turnovers.
2. State employees will have less ambiguity in their authority to inspect and enforce state laws and statutes.

B. Contract Considerations in Hiring Ocean Rangers

Attachment B, the Ocean Ranger Classification Specification, can be adapted into terms of reference for a contract Ocean Ranger. The MEBA / AMHS agreement (Attachment H) may be used as a guide in developing contract(s). However, the following items should be considered in developing any overall contract for the Ocean Ranger program:

- Whether to use a collective bargaining unit or hire individuals.
- Using a contractor to find and contract Ocean Rangers.
- Preference for Alaska residents.
- Preference for prior Ocean Ranger training and experience in subsequent years of the program.
- Compensation for travel to and from Juneau or Ketchikan (original port of engagement) at the beginning and end of the season.
- Compensation for subsistence and quarters when the Ocean Ranger is between cruise ship assignments.
- Annual physicals and compensation for physical exams.
- Whether workers' compensation coverage is established by AS 09.50.250 or by Jones Act, admiralty, or general maritime law.¹⁵
- Extent of the contract Ocean Ranger's legal authority as representative of the Department.
- Extent of the State of Alaska's obligation to provide for the legal defense of an Ocean Ranger in any civil action brought against the Ocean Ranger.
- Extent of the State of Alaska's obligation to indemnify and hold harmless the Ocean Ranger.
- Compensation, including Alaska cost of living differential.
- Provision of health and medical plans and coverage.
- Immunizations, including a requirement that Ocean Rangers receive all vaccinations on the U.S. Centers of Disease Control schedule (Attachment G). (Note: Hepatitis A & B immunizations require boosters over a 4-6 month period.)
- Contributions to union pension plans.

¹⁵ Contract negotiators should read the entire statute. Excerpts are presented here:

AS 09.50.250. Actionable Claims Against the State. A person or corporation having a contract, quasi-contract, or tort claim against the state may bring an action against the state in a state court that has jurisdiction over the claim. However, an action may not be brought if the claim.....(5) arises out of injury, illness, or death of a seaman that occurs or manifests itself during or in the course of, or arises out of, employment with the state; AS [23.30](#) provides the exclusive remedy for such a claim, and no action may be brought against the state, its vessels, or its employees under the Jones Act (46 U.S.C. 688), in admiralty, or under the general maritime law.

- Disciplinary actions against a contract Ocean Engineer who has committed an infraction of the State of Alaska's program policies, rules, regulations.
- Procedures for managing complaints by the cruise ship industry against a specific Ocean Ranger.

C. Options for Deployment and Estimates of Compensation for Ocean Rangers

The MEBA/AMHS agreement providing licensed engineers for AMHS vessels is an appropriate starting point for determining compensation for Ocean Rangers. Although the watch standing engineers on board AMHS passenger vessels have a more demanding technical job, the job of the Ocean Ranger requires more documentation, knowledge and application of rules and regulations, and interpersonal skills. Therefore, we believe the jobs are roughly equivalent and should be compensated similarly.

Based on the MEBA/AMHS agreement (Attachment H), Tables 3A and 3B, sets out, for example purposes, estimates of compensation and expenses for one ocean ranger over a 7-day period. It also shows the costs of getting the Ocean Ranger to and from a ship, if required. Six options are explored:

- Option 1** *Allowing the Ocean Ranger to stay on the vessel continuously, even when the ship is outside of Alaska.* This is not as expensive as one would think. However, for a half-week the Ocean Ranger is under-utilized.
- Option 2** *Embarking and disembarking at the Canada pilot station.* This ensures, as in Option One, that the Ocean Ranger is always on board the ship when the vessel is in Alaska waters. It is the most expensive option, and pilot station boarding carry a certain inherent risk of injury.
- Option 3** *Embarking and disembarking at the first and last Alaska pilot station.* This option ensures the Ocean Ranger is on board most of the time the vessel is in Alaska waters. A pilot station boarding requires compensation and expense for travel time, travel, lodging, and use of the pilot boat. As noted in Option 2, pilot station boarding carry a certain inherent risk of injury.
- Option 4** *Embarking and disembarking at the first and last Alaska port of call.* This is the most cost effective and safest option of the four comprehensive deployment options, however, under this option there will be times when the cruise ships are in Alaska waters without an Ocean Ranger deployed. This option is developed in detail in Attachment A: *A Week in the Life of an Ocean Ranger*. The level of detail for option 4 presented in Attachment A should not be interpreted as a recommendation that the Department adopt this option for deployment of Ocean Rangers.
- Option 5** *Embarking at one Alaska port and disembarking at the next Alaska port-of-call.* This is a more limited monitoring option. Ocean Rangers would be assigned randomly and possibly unannounced. Option 5 would allow

the Ocean Ranger to observe underway operations and take wastewater samples for analysis if needed. Most vessels travel between Alaska ports during the evening and early morning hours. Under this option a cabin may not be available for the Ocean Ranger, particularly during the peak cruise months of June through August, but the Ocean Ranger would not necessarily require a cabin for the shorter legs, given that they would be on duty throughout the night. See Table 3B for the weekly cost of one Ocean Ranger deployed under this option. Only ten Ocean Rangers are needed to provide random, but continuous, ship riding and monitoring throughout the fleet. However, as can be seen from Table 3C, the deployments are not as straightforward or efficient as might be expected. These random deployments on voyage legs will actually require more management oversight and coordination than Options 1-4.

Option 6 *Boarding a cruise ship while moored in an Alaska port and disembarking before the vessel leaves the port.* As with Option Five, Ocean Rangers would be deployed randomly to various cruise ships and the inspection could be unannounced. This is the least expensive of the six options but provides the most limited Ocean Ranger monitoring. The in-port inspection would take several hours and would be carried out similar to Day 3 described in Attachment A, “*A Week in the Life of an Ocean Ranger.*” Four Ocean Rangers – two stationed at Ketchikan and two at Juneau – could board nearly all cruise ships in Alaska each week. Two additional Ocean Rangers could travel around to various other ports to provide more port coverage and randomness to the program. This option will not require Ocean Rangers to obtain ‘Jones Act’ waivers from U.S. Customs and Border Protection. Also, since Ocean Rangers will be escorted while on the ship, changes or disruption to the ship’s security plan should not be an issue.

As can be seen in Table 4A, a program that deploys one Ocean Ranger on each cruise ship operating in Alaska waters will cost 2.2 to 4.3 million U.S. dollars per year, depending on the deployment option selected. More limited deployments (Table 4B) will cost between one half to one million U.S. dollars per year. These estimates are compensation for deployment of Ocean Rangers. They do not reflect program costs, which are discussed and estimated in Section VII.F.

Table 3A: Estimated Costs for Employing One Ocean Ranger for One Week (Options 1-4)

Estimated Costs per Ship per Alaska Voyage
Based on 7-day voyage from Vancouver and return.

Option	Option 1 Ride Continuously	Option 2 Embark & Disembark at Canadian Pilot Station	Option 3 Board & Disembark at First/Last Alaska Pilot Station	Option 4 Board & Disembark at First/Last Alaska Port of Call
Days Ocean Ranger on Board per Voyage (Includes dispatch to and from Ketchikan or Juneau)	7	3.5	3.5	3
Wages at \$340.20 per day or \$28.35 per hour for 12 hours maximum per day. See Rules 17.01 and 17.05 of MEBA/AMHS contract.	\$ 2,381.40	\$ 1,190.70	\$ 1,190.70	\$ 1,020.60
Special Pay: Penalty rate. See Rule 15.02 of AMHS/MEBA where set at \$13/hour for 'dirty work'. Estimate 5 hours per voyage.	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
Cost of Living Differential. See Rule 1702 of MEBA/AMHS contract. Calculated per week from \$392.11 per pay period for 3rd assistant engineers.	\$ 196.00	\$ 196.00	\$ 196.00	\$ 196.00
Travel Hours: Travel to embarkation port and return to Juneau or Ketchikan. Option 4 provides for return to Juneau or Ketchikan.	0	30	12	4
Wages for Travel: Minimum 4 hours, max 12 hours per day	0	\$ 850.50	\$ 340.20	\$ 113.40
Total Pay	\$ 2,642.40	\$ 2,302.20	\$ 1,791.90	\$ 1,395.00
Employers payroll liabilities (7.65%)	\$ 202.14	\$ 176.12	\$ 137.08	\$ 106.72
State of Alaska contribution to pension plan (\$6.50/day)	\$ 45.50	\$ 45.50	\$ 45.50	\$ 45.50
Contribution to Health and Medical Plan (\$742/month)	\$ 185.50	\$ 185.50	\$ 185.50	\$ 185.50
Subsistence and quarters when not assigned to a ship (\$60 food, \$150 lodging per day)		\$ 630.00	\$ 630.00	\$ 630.00
Total Employee Benefits	\$ 231.00	\$ 531.00	\$ 531.00	\$ 531.00
Total Employee Compensation	\$ 3,075.54	\$ 3,339.32	\$ 2,789.98	\$ 2,662.72
Travel Costs: Option 2-Travel to Prince Rupert and return. Option 3-Travel to Kake from Juneau or Ketchikan. Generally, for this option boarding will be at Kake Pilot Station and disembarkation at Twin Island Pilot Station (Ketchikan)	\$ -	\$ 1,800.00	\$ 220.00	\$ 180.00
Pilot Boat Use	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -
Cabin rate at \$300/day (Cabins must be booked for the entire voyage)	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
Total	\$ 5,200.00	\$ 9,000.00	\$ 6,900.00	\$ 4,650.00

Table 3B: Estimated Costs for Employing Ocean Rangers per Week (Options 5-6)

Option	Five: Board at Randomly Selected Alaska Port-of-Call & Disembark at Next Alaska Port-of-Call 4 to 6	Six: Inspect Vessels While in Port
Days per Week Ocean Ranger Deployed	4 to 6	5
Dispatched from	Juneau or Ketchikan with air travel to and from other ports necessary.	Primarily Juneau or Ketchikan with some inspections conducted at other ports
Vessels boarded and inspected per week	2 to 3 per Ocean Ranger	8-10 per Ocean Ranger
Days or Partial Days per Week Underway on Vessels	4 to 6	None (in port boardings only)
Estimated hours per week working on board vessels	43 hrs/Ocean Ranger	40 hrs/Ocean Ranger
Estimated hours per week traveling to and from vessels	10 hrs/Ocean Ranger	Zero for Juneau or Ketchikan, 8 hours for visiting other ports
Total Hours per week deployed	53 hrs/Ocean Ranger	40 hrs/Ocean Ranger
Wages at \$28.35 per hour for 12 hours maximum per day. See Rules 17.01 and 17.05 of MEBA/AMHS contract.	\$ 1,502.55	\$ 1,134.00
Special Pay: Penalty rate. See Rule 15.02 of AMHS/MEBA where set at \$13/hour for 'dirty work'. Estimate 5 hours per week.	\$ 65.00	\$ 65.00
Cost of Living Differential. See Rule 1702 of MEBA/AMHS contract. Calculated per week from \$392.11 per pay period for 3rd assistant engineers.	\$ 196.00	\$ 196.00
Total Pay	\$ 1,763.55	\$ 1,395.00
Employers payroll liabilities (7.65%)	\$ 134.91	\$ 106.72
State of Alaska contribution to pension plan (\$6.50/day)	\$ 45.50	\$ 45.50
Contribution to Health and Medical Plan (\$742/month)	\$ 185.50	\$ 185.50
Subsistence and quarters (\$60 food, \$150 lodging per day)	\$ 1470.00 per week	\$ 1470.00 per week
Total Employee Compensation	\$ 3,600.00	\$ 3,200.00
Travel between ships and away from homeport	\$ 1300.00	\$ 1000 (two days per week away from homeport, on average)
Cabin rate at \$300/day. Needed one night per week on average.	\$ 300.00	\$ 0
Total cost per week per Ocean Ranger	\$ 5,200.00	\$ 4,200.00
Number of Ocean Rangers needed	10	6-8
Cost per week during peak season	\$ 52,000.00	\$25,200.00 - \$33,600.00

Table 3C: Deployment Examples for Option Five

Ocean Ranger Rides Random Port-to-Port Legs of Cruise Ship Voyages During One week

Three Representative Deployments for Three Separate Ocean Rangers

Ship	Sunday	Monday	Tuesday	Wed	Thursday	Friday	Saturday	Total Hours Deployed
Deployment One								
Diamond Princess		KTN	JNU	SKG	GB	CFJ	WHT	
Norwegian Wind	VAN		KTN	JNU/TA	SKG/KAKE			
Hours on board or traveling →		9 hours	8 hours	8 hours	12 hours			37
Deployment Two								
Island Princess		VAN		KTN	JNU	SKG	GB	
Island Princess		WHT	CFJ	GB	SKG	JNU	KTN	
Carnival Spirit	SKG	SIT	CFJ	WHT	CFJ	SIT	JNU	
Hours on board or traveling →	12 hours	6 hours		12 hours	12 hours	16 hours Including travel to GB from JNU	12 hours	70
Deployment Three								
Sapphire Princess	CFJ	GB	SKG	JNU	KTN		VAN	
Serenade of the Sea	VAN		HUB	SKG	JNU	KTN		
Seven Seas Mariner	SKG	SIT	HUB	WHT	HUB	SIT	TA/JNU	
Hours on board or traveling →	6 hours	12 hours	12 hours	9 hours	6 hours	12 hours		51

Notes:

1. Highlighted portions indicate days that Ocean Ranger underway on vessel.
2. The schedule presented in this table attempts to allow one night of rest in port between ship rides.

Port Code	Port
CFJ	College Fjord (Prince William Sound)
GB	Glacier Bay
HUB	Hubbard Glacier (Yakutat)
JNU	Juneau
KTN	Ketchikan
SEW	Seward
SIT	Sitka
SKG	Skagway
TA	Tracey Arm
WHT	Whittier
WRG	Wrangell

**Table 4A: Estimated Costs to Deploy One Ocean Ranger on Each Ship for Options 1-4
(Based on 2006 Season)**

Week of	Number of Ships in Alaska	Option 1: Ride Continuously	Option 2: Embark & Disembark at Canadian Pilot Station	Option 3: Board/Disembark at First/Last Alaska Pilot Station	Option 4: Board/Disembark at First/Last Alaska Port of Call
4/30/2006	1	\$ 5,200.00	\$ 9,000.00	\$ 6,900.00	\$ 4,650.00
5/7/2006	5	\$ 26,000.00	\$ 45,000.00	\$ 34,500.00	\$ 23,250.00
5/14/2006	18	\$ 93,600.00	\$ 162,000.00	\$ 124,200.00	\$ 83,700.00
5/21/2006	24	\$ 124,800.00	\$ 216,000.00	\$ 165,600.00	\$ 111,600.00
5/28/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
6/4/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
6/11/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
6/18/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
6/25/2006	27	\$ 140,400.00	\$ 243,000.00	\$ 186,300.00	\$ 125,550.00
7/2/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
7/9/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
7/16/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
7/23/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
7/30/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
8/6/2006	27	\$ 140,400.00	\$ 243,000.00	\$ 186,300.00	\$ 125,550.00
8/13/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
8/20/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
8/27/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
9/3/2006	27	\$ 140,400.00	\$ 243,000.00	\$ 186,300.00	\$ 125,550.00
9/10/2006	25	\$ 130,000.00	\$ 225,000.00	\$ 172,500.00	\$ 116,250.00
9/17/2006	18	\$ 93,600.00	\$ 162,000.00	\$ 124,200.00	\$ 83,700.00
9/24/2006	7	\$ 36,400.00	\$ 63,000.00	\$ 48,300.00	\$ 32,550.00
Season Total		\$ 2,490,800.00	\$ 4,311,000.00	\$ 3,305,100.00	\$ 2,227,350.00

Table 4B: Estimated Costs to Deploy Ocean Rangers for Cruise Season Using Options 5 and 6

	Option 5: Ride Randomly Selected Legs (Port to Port) of a Cruise Ship Voyage	Option 6: Inspect Vessels While in Port
Number of Ocean Rangers deployed	10	6-8
Cost per Week	\$52,000.00	\$25,200.00 - \$33,600.00
Cost for Season (20 weeks)	\$1,040,000.00	\$504,000.00 - \$672,000.00

VII. Program Administration

In addition to hiring and training Ocean Rangers, proper administration of the program will require detailed job descriptions, supervision, dispatch coordination, and comprehensive guidelines and checklists.

A. Contract negotiation

Using the draft Ocean Ranger Class Specification Form (Attachment B) and the AMHS / MEBA agreement (Attachment H) as guides, the Department can begin negotiations with MEBA to provide ten to fifteen marine engineers to serve as Ocean Rangers for Phase One of the implementation program.

B. Senior Supervising Ocean Ranger

A senior Ocean Ranger should be selected from among the trained, certified Ocean Rangers. The Senior Ocean Ranger will:

- Provide or ensure on-the-job-training for Ocean Rangers.
- After the initial training and certification course, *certify*¹⁶ all new Ocean Rangers for deployment.
- Serve as the primary point of contact in the Department for underway Ocean Rangers for all matters related to duties and regulatory monitoring.
- Serve as primary point of contact between the Department and the organization or contracting agency providing the contract Ocean Rangers.
- Review daily reports from the Ocean Rangers and alert the Department to any observed or possible violations of federal or state regulations.
- Continuously evaluate the program, documenting lessons learned and opportunities for improvement.
- Revise Ocean Ranger manuals, checklists and guidelines as needed.
- Report directly to the CPVEC program manger.

The senior Ocean Ranger should be provided an office at ADEC Juneau and be contracted or employed April through October. Compensation will be provided at the same hourly rate as underway Ocean Rangers with an additional allowance for quarters and subsistence. See Table 5.

¹⁶ The Senior Ocean Ranger will ensure each perspective Ocean Ranger presents evidence showing that he/she meets the minimum qualifications listed in Section III.A, and demonstrates proficiency by satisfactory performance in the training and Certification course. The Senior Ocean Ranger will then request that the ADEC program manager authorize or certify the Ocean Ranger as a representative of ADEC. For Phase I, the ADEC program manager will perform this role.

Table 5: Estimated Compensation for Senior Supervising Ocean Ranger

Wages at \$28.35 per hour 50 hours per week on average.	\$	1,417.50
Cost of Living Differential. See Rule 1702 of MEBA/AMHS contract. Calculated per week from \$392.11 per pay period for 3rd assistant engineers.	\$	196.00
Total Pay	\$	1,613.50
Employers payroll liabilities (7.65%)	\$	123.43
State of Alaska contribution to pension plan (\$6.50/day)	\$	45.50
Contribution to Health and Medical Plan (\$742/month)	\$	185.50
Subsistence and quarters (\$60 food, \$150 lodging) per week	\$	1470.00
Total Employee Compensation per week	\$	3,440.00
Annual Cost Total (March through September)	\$	96,000.00

C. Reports and Record Keeping

Ocean Rangers should file daily reports with the Senior Ocean Ranger in a format standard for all Ocean Rangers. The reports should be filed electronically. The most efficient and consistent method will likely be through the use of a 'smart phone' with GPS and wireless capability.

Reports by Ocean Rangers, pursuant to their assigned schedules, should include at a minimum, documentation of the following:

Wastewater discharge (AS 46.03.465(a))

1. The vessel name;
2. Number of passengers and crew currently on board;
3. Type of treatment system;
4. Date, time, latitude, and longitude when and where the discharge started and ended;
5. Overboard discharge port through which the discharge occurred;
6. Type of discharge;
7. Volume and average discharge rate for each overboard discharge port;
8. Minimum vessel speed during discharge;

9. Notation of the individual in charge of discharge operations; and
10. Whether the Ocean Ranger conducted wastewater sampling or observed compliance sampling by contractors, ADEC, or U.S. Coast Guard.

For an automatic or continuous discharge, in port, at anchorage, or underway, of treated sewage, graywater, or other wastewater into the marine waters of the state:

1. The daily estimated volume of discharge by type;
2. A description of how the daily volume by discharge type was estimated;
3. For each stay that a vessel makes at an anchorage or dock, the
 - A. Date of the stay;
 - B. Time expressed in a 24-hour clock format at the beginning and end of each docking or anchorage;
 - C. Latitude and longitude of the stay; and
 - D. Estimated average flow rate of discharge by type of discharge; and
4. For each vessel route while the vessel is underway between each stay identified above of this subsection, the
 - A. Dates while en route;
 - B. Time expressed in a 24-hour clock format at the beginning and end of each vessel route;
 - C. Vessel's average speed; and
 - D. Estimated average flow rate of discharge by type of discharge.

Non-hazardous waste offloaded (18 AAC 69.035)

1. Location
2. Estimate of the volume of each waste type
3. Offloading or disposal method
4. The name and address of each contractor to be used for offloading in the state or disposing into marine waters of the state
5. The harbors, landfills, or other offloading or disposal facilities in the state used, and
6. Whether the off-load was compatible with the non-hazardous solid waste offloading and disposal plan filed as required by 18 AAC 69.035.

Hazardous waste and hazardous substance offloaded (18 AAC 69.040)

1. Location.
2. Estimate of the volume of each waste type.

3. Offloading or disposal method.
4. The name and address of each contractor to be used for offloading in the state.
5. Number on the provided material safety data sheet (MSDS), if applicable.
6. The controlled storage, processing, or disposal facilities or treatment works used.
7. Description of vessel crew training in offloading procedures.
8. Whether the off-load was compatible with the hazardous solid waste offloading and disposal plan filed as required by **18 AAC 69.040**.

Air Emissions 18 AAC 50

Stack emissions or opacity readings will continue to be a shore-based program provided by an independent contractor or trained ADEC employees (smoke readers). The Ocean Ranger may make note of onboard records or verify the proper function of installed smoke monitoring devices (e.g. Continuous Opacity Monitoring System (COMS)).

Deviations from standard waste management procedures and other unusual occurrences; including equipment maintenance, repair, replacement or modifications of equipment, piping or valves.

Report of sampling, if any.

Interaction with other government agencies.

Administrative

1. Hours up and about.
2. Times not on the vessel.
3. Ideas and observations regarding opportunities for improving the program.
4. Equipment and supplies needed.

D. The Ocean Ranger's Inspection and Verification Guide and Checklist

This job aid - designed as a booklet (electronic and paper) with room for inspection notes - is the backbone of the program. It will ensure consistency from Ocean Ranger to Ocean Ranger and thoroughness on the part of individual Ocean Rangers.

When developed, the inspection and verification guide and checklists will be the focus of the training and certification course; for if the prospective Ocean Ranger can master use

of this document he / she will be successful in the technical and administrative aspects of the assignment.

This handbook should include, at a minimum, the following:

- All relevant components of the U.S. Coast Guard Foreign Passenger Vessel Pollution Survey Exam Book (Enclosure (1) of NVIC 04-04) plus other checklist items specific to the Ocean Ranger program. *Note: These checklist items will comprise the majority of the handbook.*
- Wastewater treatment schematics.
- Definitions and acronyms.
- Copies of 18 AAC 69, AS 46.03.460-490, the 'Ballot Initiative', 33 CFR 159 Subpart E, applicable portions of 18 AAC 50 (AIR), portions of the current QA/QCP, and the draft or adopted general permit developed under the requirements of the Ballot Initiative.
- Cross referenced statutes, regulations, and codes.
- Relevant components of ISM auditor's handbook.
- Relevant portions of the U.S. Coast Guard's Matrix of Vessel Environmental Protection and Marine Safety Deficiencies (available on Excel spreadsheet).
- Occupational safety and health warnings and safe work practices.
- Essential contact numbers.
- Standards for onboard conduct.
- The Ocean Ranger's daily report and log with instructions.
- Relief procedures between on-coming and departing Ocean Rangers.

E. Dispatch, Assignment and Administration for Ocean Rangers

Ocean Rangers deployed among 25-27 cruise ships will need support with transportation scheduling and other logistics. The Ocean Ranger Coordinator, a state or contract employee, should schedule, coordinate, dispatch and otherwise support ADEC Ocean Rangers.

The Coordinator should attend to administrative matters, including tracking time and attendance, ensuring pay and invoicing is accurate and timely, passing along policy and procedures, and ensuring appropriate paperwork, drug testing, training, certification, and licensing is completed and kept current. A full-time and seasonal coordinator may be needed to administer the most comprehensive or complex programs.

Attachment C provides a complete job description of the Ocean Ranger Coordinator.

F. Program costs

For a point of reference, Tables 3A and 3B estimates that each deployed Ocean Ranger will cost \$4200 to \$9000 per week depending on where and when they board their assigned vessel. Tables 4A and 4B shows the full cost of deploying Ocean Rangers on every vessel in Alaska waters. Obviously, there are a number of other program costs as well. These are listed and estimated in Table 6. Phase One is the cost of contracting, training and equipping the first ten Ocean Rangers. The combined totals of Phase One and Two represent the costs of having an Ocean Ranger deployed on every cruise ship during each Alaska voyage. The estimated program costs for the most viable options – and given this is a program without precedent it is a rough estimate – are between one to four million U.S. dollars per year depending on the deployment option selected.

Table 6: Program Costs

Phase I: - Build Program to Deploy Ten Ocean Rangers

Contract Negotiations, DOL Charge Back	\$ 5,000.00	
Develop & Deliver First Training Course	\$ 20,000.00	
	First Ten Rangers	Single Ranger
First Training Course: Compensation during course for ten Ocean Rangers (5 days, 8 hours per day at \$28.35/hour, plus benefits, subsistence, lodging)	\$ 22,000.00	\$ 2,200.00
Travel for Ocean Rangers to Training Course (10 X \$850) Assume most will be from out of state.	\$ 8,500.00	\$ 850.00
Equipment, uniform and personal protective clothing		
Engineering Coveralls, embroidered (2 each) ¹⁷	\$ 800.00	\$ 80.00
Float Coats	\$ 750.00	\$ 75.00
Logo Shirts (2 each) includes initial design set up	\$ 1,000.00	\$ 100.00
Gloves, Safety Glasses, Disposable Coveralls, Gloves	\$ 500.00	\$ 50.00
Sampling Kit (on board each ship)	\$ 1,000.00	\$ 100.00
Flash lights	\$ 250.00	\$ 25.00
Boots	\$ 400.00	\$ 40.00
Hard Hats	\$ 250.00	\$ 25.00
Boarding Bags	\$ 500.00	\$ 50.00
Smart Phone with GPS, camera, wireless internet/email	\$ 5000.00	\$ 500.00
Smart Phone Subscriber Service (annual)	\$ 5400.00	\$ 540.00
Subtotal to contract, train, equip first 10 Ocean Rangers	\$ 70,350.00	
Full-time Ocean Ranger Coordinator (Class Range 15)	\$ 50,000.00	
Seasonal Non-permanent (April-September) Ocean Ranger Coordinator	\$ 20,000.00	
Senior Supervising Ocean Ranger (April-October)	\$ 96,000.00	

Phase II: Train and Equip 25 Additional Ocean Rangers (Options 3 and 4)

Costs to train and equip 25 additional Ocean Rangers	
Contract for additional training course	\$ 10,000.00
Ocean Ranger compensation and travel for training	\$ 76,250.00
Equipment for 25 Ocean Rangers	\$ 40,000.00
Subtotal for Training, Equipping 25 Ocean Rangers	\$ 126,250.00

	Option 3	Option 4	Option 5	Option 6
Costs to fully deploy Ocean Rangers (See Tables 4A and 4B)	\$ 3,305,100	\$ 2,227,350	\$1,040,000	\$672,000
Total Program Costs, 1st Year of Full Implementation (includes 10% cost markup for unforeseen items)	\$ 4,000,000	\$ 2,820,000	\$1,375,000	\$970,000

¹⁷ Embroidered coveralls and logo shirts are required to identify the Ocean Ranger as a representative of the State of Alaska and to distinguish them from crew members who also wear uniforms or identifying coveralls.

Attachment A

A Week in the Life of an Ocean Ranger

This itinerary and narrative of activities is presented to better describe Ocean Ranger duties and identify logistical support needed. The fictitious, but representative, Ocean Ranger Rick, may be either an ADEC employee or ADEC contractor. Ocean Ranger Rick's itinerary is deployment option four, where Ocean Rangers embark and disembark at first and last Alaska port-of-calls, respectively. (See Section VI.C and Table 3A.) The level of detail for option 4 presented here should not be interpreted as a recommendation that the Department adopt this option for deployment of Ocean Rangers. Irregardless of the deployment option selected for the program, the 'diary' presented below is helpful in understanding the training requirements, standard operating procedures, costs, and logistics of the Ocean Ranger program.

- Day 1
0700-1700 Cruise ship Alaska Voyager¹⁸ departs Vancouver, British Columbia at 1700. The vessel proceeds north through Inside Passage at an average speed of 19 knots. The vessel transmits its Advance Notice of Arrival (ANOA) to the Coast Guard. ANOA is not necessarily provided to ADEC since the Alaska Voyager is on a regular, published schedule¹⁹. ADEC provides any necessary briefing materials to Ocean Ranger Rick via e-mail or (preferred) the ADEC Ocean Ranger secure web-site²⁰.
- Day 2 M/V Alaska Voyager at sea. Ocean Ranger Rick flies to Ketchikan by Alaska Airlines in time for early morning Day 3 boarding of Alaska Voyager.
- Day 3:
0600-1600 Alaska Voyager moors in Ketchikan. Ocean Ranger Rick boards the vessel²¹ at 0700 after presenting credentials²² to ship security and U.S. CBP²³. Ship's purser

¹⁸ This fictitious, but representative, vessel is 73,000 dead weight tons (DWT), 60,000 gross tons (GRT), 780 feet in length, carries 2200 passengers (berths) and 750 crewmembers, and has an installed advanced wastewater treatment system (AWTS) approved for discharge less than one nautical mile from shore as per 33 CFR 159.309(b), 40 CFR 133.102.

¹⁹ See North West CruiseShip Assoc website for a schedule that covers about 90% of the +250-berth vessels.

²⁰ Consider providing all Ocean Rangers with a Blackberry, I-Phone or other equivalent smart phone. The Ocean Ranger secure website may include recent enforcement action, safety alerts, or reports from other Ocean Rangers.

²¹ The earliest time or first point the Ocean Ranger could board the vessel is at 0400 at the Twin Island pilot station (55° 08.6 N, 131° 12.7W) which is 30 nautical miles East-Southeast of Ketchikan. See Figure 1 for location of pilot stations in Southeast Alaska. Given that (1) the vessel is already in Alaska waters by the time it reaches the pilot station, (2) it a short distance or time between the pilot station and Ketchikan, (3) the ship's crew would be pre-occupied with port arrival, (4) all at sea boardings carry a risk of injury, and (5) automated tracking systems and ship's discharge records can support compliance verification when the Ocean Ranger is not on board, the Ocean Ranger could just as efficiently wait for the ship's arrival at Ketchikan. The following factors are the basics for having the Ocean Ranger placed on board once the vessels have entered Alaska waters. First, compliance with wastewater standards for ships can only be done through a combination of laboratory analysis and discharge log entries. In other words, wastewater standard compliance cannot be determined at sea, on the spot. Second, in order for the Ocean Ranger to board earlier he/she must board in Vancouver or out of Prince Rupert at the Triple Island Canada pilot station – expensive logistics that add two to three days to the Ocean Ranger's assignment to this ship. Third, the Ocean Ranger does not have the authority enforce Alaska laws while outside Alaska waters.

assigns a cabin. Ship's security prints ID badge. Around 0900 Ocean Ranger Rick meets with ship's environmental officer, chief engineer, and/or staff captain (first officer). Ocean Ranger Rick describes his duties and responsibilities. He receives a briefing on the status of all sanitation, waste management (wastewater, solid waste, recycling), and public health activities²⁴.

If this is Ocean Ranger Rick's first assignment to this ship, he completes walk-through of the ship, accompanied by ship's staff. He inspects, at a minimum:

- Garbage handling and recycling.
- Hazardous waste processing.
- Sewage and graywater treat and discharge.
- Food preparation²⁵.
- Production and handling of potable water.
- Oily water separator (OWS).
- Bunkering stations, if applicable²⁶.
- Stack emissions minimization and monitoring.
- Ballast discharge, if any.
- All records related to these programs including discharge logs and SMS.²⁷

Ocean Ranger Rick will use the Inspection/Verification Guide and Checklists to conduct his examination and record relevant data. These forms and checklists are loaded into a smart-phone with GPS allowing Ocean Ranger Rick to record ship's position in addition to waste management data.

²² Transportation Worker Identity Card (TWIC), ADEC credentials, and other government issued photo identification. Ocean Ranger Rick's identity is also cross-checked against a list of Ocean Rangers provided to the ship by ADEC.

²³ Need to develop a working arrangement with U.S. CBP.

²⁴ The ballot initiative stated that the Ocean Ranger is to "insure passengers, crew, and residents of ports are protected from improper sanitation, health and safety practices." The ability to monitor, document, and intervene (implied) when unsafe procedures are observed will require extensive training and experience. Does this language imply that the Ocean Ranger must be able to detect unsafe safety practices in, for example, deployment of gangways, lowering lifeboats, handling lines, and operating machinery? The State does not believe it does. The Ocean Ranger should be trained in recognizing basic safety hazards and the fact that an Ocean Ranger holds a mariner's professional license assumes that he/she does have safety training. The Ocean Ranger should be instructed to immediately notify the crew or master when unsafe practices are observed. Depending on the circumstances or if the master does not take appropriate action, the Ocean Ranger may make a report to the U.S. Coast Guard through ADEC or to other State and federal authorities exercising prime jurisdiction over the safety issue.

²⁵ Present guidance from ADEC is that it appears inspection of food handling facilities was not intended by the ballot initiative.

²⁶ Cruise ships rarely, if never, take on fuel in Alaska.

²⁷ Ship Management System (SMS). The International Safety Management Code (ISM Code) requires written procedures for waste management.

- Day 3:
1600 Vessel underway from Ketchikan enroute Juneau. Ocean Ranger Rick²⁸ observes operations in the engine control room²⁹ with particular attention to the management of the advanced waste water treatment system (AWTS). He notes log entries, production and flow rates, and valve positions. He conducts routine inspections, and walk-throughs, and records ships data as necessary. In general, he checks:
- Engine control room.
 - Bilges and OWS.
 - AWTS
 - Galley
 - Waste management
- Day 3:
2100 Ocean Ranger Rick records data and inspection notes into his electronic inspection booklet (smart phone) and files them wirelessly with the Senior Supervising Ocean Ranger in Juneau.
- Day 4:
0700-2230 Alaska Voyager moors in Juneau. Ocean Ranger Rick briefs ADEC supervisor, if necessary, in person. He inspects sewage hookups to Juneau treatment facility (available for some ships at some docks), and any off-loads of recyclable materials and charity donations.
- Day 5:
0630-2000 Alaska Voyager moors in Skagway. Given that approved AWTS operates and discharges wastewater 24/7, the Ocean Ranger's in-port routine will not vary significantly from the underway routine. (See Day 3 activities.) However, when in port the Ocean Ranger should check and observe:
- Waste management and waste offload.
 - Potable water hookups.
 - Observe stack emissions on board and from a distance.
- Day 6:
0700-1600 Alaska Voyager cruises Glacier Bay National Park and Preserve. All wastewater discharges are prohibited while the vessel is in the Park. The Ocean Ranger verifies this condition.
- Day 6:
1800 Alaska Voyager enters Gulf of Alaska. Southeast Alaska marine pilot disembarks at Cape Spencer (58° 12.0 N, 136° 38.0 W). Alaska Voyager travels West-
through Northwest towards Prince William Sound in the open ocean³⁰ for approximately
Day 7:
1000 325 nautical miles (~ 16 hours at 20 knots).
- Day 7:
1000 Alaska Voyager embarks a Southwest Alaska marine pilot at Bligh Reef pilot station in Prince William Sound at approximate location 60° 50.5 N, 146° 58.7 W
- Day 7:
1700-2000 Alaska Voyager cruises College Fjord.

²⁸ The Ocean Ranger at this point should be wearing a distinctive coverall identifying him or her as a State of Alaska representative.

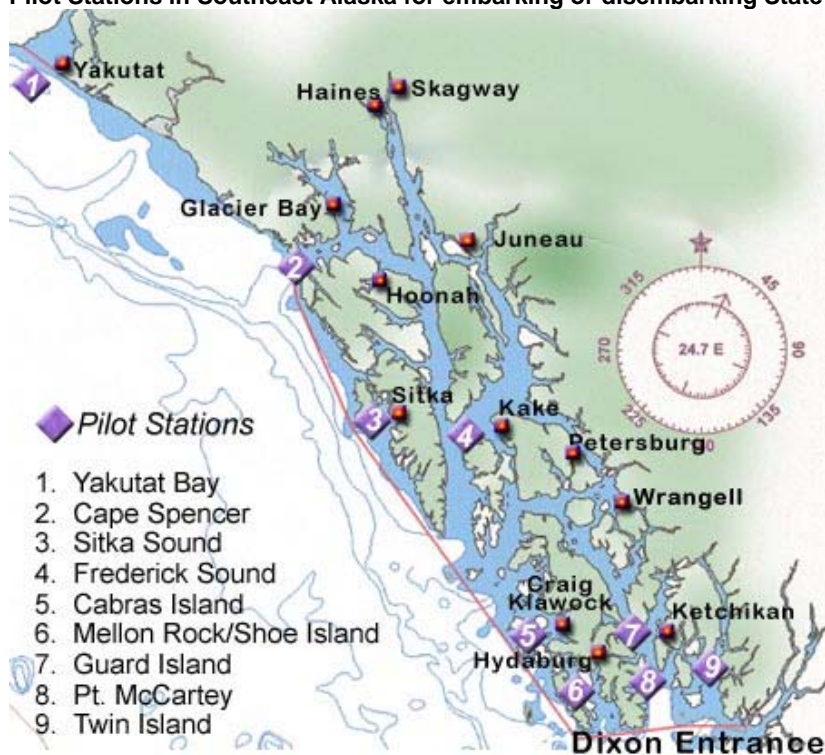
²⁹ The Ocean Ranger should have reasonable access to all areas of the vessel except the machinery spaces outside the engine control room. Note: This will likely require a change to the Ship Security Plan (SSP) required by the flag-state. This may be a significant obstacle. The Ocean Ranger, primarily for safety, should have a qualified escort when inspecting the machinery and engineering spaces.

³⁰ This segment of the voyage is in international waters and the Ocean Ranger has no authority to enforce Alaska laws and regulations in these waters. The Ocean Ranger may be given permission by the master to 'pre-inspect' equipment but has no mandate or authority to inspect procedures and operations. The Ocean Ranger should 'stand-down' from all inspection or monitoring activities during this period.

Day 8: Alaska Voyager moored at Seward (or Whittier). Passengers that boarded in
0400-2000 Vancouver, BC are disembarked. New passengers board for 7-day cruise ending in
Vancouver via Glacier Bay, Haines, Juneau, and Ketchikan. Ocean Ranger Rick
relieved³¹ by Ocean Ranger Rachel. Alternatively, Ocean Ranger Rick is not
relieved, stays on board for the reverse voyage, and ultimately disembarks in
Ketchikan on Day 12.

³¹ Need to develop Ocean Ranger relief procedures and checklists, including a review of logs and notes, and the meeting protocol between the on-coming Ocean Ranger, departing Ocean Ranger, and ship's Environmental Officer/Chief Engineer.

Figure 1:
Pilot Stations in Southeast Alaska for embarking or disembarking State Marine Pilots.



From **Southeast Alaska Pilots' Association** website:
<http://www.seapa.com/index.html>

ATTACHMENT B: CLASS SPECIFICATION FORM

Class Specification: OCEAN RANGER (draft)

Category: Technical

Class Title: ADEC Ocean Ranger

Class Range: Environmental Engineer I Range 22-23

Definition: Under general direction of the Commercial Passenger Vessel Environmental Compliance Program Manager, serve as an independent observer onboard large commercial passenger vessels (LCPV) traveling through the marine waters of the State for the purpose of monitoring state and federal requirements pertaining to marine discharge and pollution requirements.

Distinguishing Characteristics:

Ocean Rangers independently perform technical work as ADEC's representatives in monitoring the performance of LCPV officers and crew concerning their actions to comply with State of Alaska and federal marine discharge and pollution requirements. They will use an examination guide and ADEC checklist as they observe waste streams and inspect waste management systems to verify compliance and report possible violations of state and federal environmental laws and regulations. Ocean Rangers will be responsible for observing and detecting suspected violations and assisting in investigations of suspected violations for enforcement actions in accordance with the ADEC Enforcement Manual.

Ocean Rangers must be licensed by the U.S. Coast Guard as a 3rd Assistant Engineer or Designated Duty Engineer and be knowledgeable of the State of Alaska and federal laws and regulations concerning wastewater discharges, air pollution, occupational safety and health, and maritime safety and security.

Incumbents are generally familiar with LCPV operations and specifically skilled in engineering systems and procedures on board those vessels that are required to meet State and federal marine discharge and pollution prevention requirements. They must be knowledgeable in wastewater sampling techniques, procedures and the quality assurance/Quality Control (QA/QC) Plan, as well as documentation of sampling, handling of samples through chain of custody and preserving integrity of samples until they are delivered to a laboratory for analysis. They must be knowledgeable of the pollutant parameters and water quality standards for those parameters in wastewater discharges from LCPV and be able to understand and interpret sample analysis results for compliance with wastewater discharge requirements.

Ocean Rangers must understand and comply with licensing requirements, Marine Engineers Beneficial Association (MEBA) contractual provisions, and collective bargaining agreements affecting this job classification. They must have detailed knowledge on the application of State of Alaska and ADEC rules, policies, procedures, standard practices, and guidelines that affect their employment and job performance.

Incumbents will represent the State of Alaska onboard LCPV in the capacity of an environmental compliance verification officer that works closely with ADEC environmental law enforcement officers. They are expected to conduct themselves in an ethical and exemplary manner. They will be considered “on-duty” at all times and comply with policies and procedures provided in a code of conduct directive promulgated by the ADEC.

Examples of Ocean Ranger Duties:

Ocean Rangers take responsibility to meet vessels as scheduled and will make normal travel arrangements personally for those commercial transportation modes running on a regular schedule (i.e., major airlines and ferries). The Ocean Ranger Coordinator will arrange for needed special transportation such as (but not limited to) seaplanes, helicopters, charter vessels, and pilot boats.

Upon arrival, the Ocean Ranger will display his / her State Identification and check in with the vessel’s security officer and environmental officer for a briefing and overview concerning:

- Vessel safety and security
- Berthing, meals, and other accommodations
- Vessel familiarization, including status of all sanitation, waste management, and public health activities
- Duties and responsibilities of the Ocean Ranger and scheduling key oversight, monitoring, and reporting activities.

The incumbent will perform routine inspections walk-through key spaces of the vessel and inspect key sanitation, waste management, and public health locations and systems according to an ADEC checklist to verify compliance and record vessel data as necessary. The incumbent will arrange with the responsible officer (environmental officer or engineering officer, as determined by the vessel’s master) for attendance at all operations involving waste management with particular attention to the (1) engine control room, (2) bilges and oil / water separator system, (3) advanced wastewater treatment system (AWTS), (4) galley, and (5) waste management areas. During those activities, the Ocean Ranger will observe operations and note log entries, production and flow rates, valve positions, and ship’s position.

The Ocean Ranger will keep detailed records of her / his activities concerning oversight and verification of the vessel’s compliance with environmental and safety requirements and complete reports as required. Upon arrival in-port, the Ocean Ranger will provide a status report to the Ocean Ranger Supervisor either by email or telephone.

If the Ocean Ranger observes an apparent or probable violation of environmental, engineering, and/or sanitation and health operations, he / she will immediately contact the Ocean Ranger Supervisor and document the violation using standard ADEC enforcement procedures. He / she will also inform the ship’s staff to allow immediate corrective action to be taken, if possible, document the situation, and monitor actions to prevent a re-occurrence. Upon the earliest opportunity, the Ocean Ranger will send the standard ADEC violation report and documentation to the Ocean Ranger Supervisor using the most rapid means possible. The Supervisor will immediately assign an enforcement officer to respond to the alleged violation.

The Ocean Ranger will complete administrative reports and paperwork concerning travel, pay, leave, and operational costs and submit them to the Ocean Ranger Coordinator for processing.

Ocean Ranger Knowledge, Skills and Abilities:

Working knowledge of:

- Large commercial passenger vessel layout, operations, and engineering systems – especially environmental systems
- ADEC laws and regulations concerning LCPV environmental regulations, wastewater discharges, air releases, food safety, and sanitation
- Federal wastewater discharge requirements for LCPV
- ADEC enforcement procedures and documentation
- State of Alaska and ADEC administrative procedures
- Occupational safety and health
- Maritime safety and security operations
- Professional and ethical conduct, especially as an enforcement official onboard LCPV
- Waste management systems sampling procedures and QA/QC Plans
- Pollutant parameters and sample analysis reports
- Air opacity monitoring

Have the ability to:

- Effectively communicate with ADEC supervisors and support staff and LCPV officers and crew.
- Inspect, observe, monitor, and document vessel marine discharges and waste management systems and operations.
- Collect wastewater samples properly and get them to a laboratory for analysis while maintaining the integrity of the samples.
- Keep accurate, clear written records such as journals / logs, inspection reports, and violation reports to document vessel activities.
- Collect sufficient evidence to support enforcement actions, if warranted.
- Travel throughout the maritime region of Alaska frequented by LCPV, including small aircraft and small boats.
- Board LCPV, travel underway, and work in somewhat confined spaces.
- Develop and maintain cooperative relationships with vessel officers and crew and vessel agency personnel supporting LCPV in Alaska.
- Use technology devices supporting timely, accurate communications with ADEC supervisor and Ocean Ranger Coordinator.

- Multi-task work activities including work during sometimes irregular hours, making travel arrangements, adapting to last-minute changes in schedules, and responding to emergencies such as spills or releases of pollutants.

Ocean Ranger Minimum Qualifications: Incumbent must possess a current 3rd Assistant Engineer or Designated Duty Engineer license issued by the U.S. Coast Guard and be able to obtain a certificate of completion of training for the ADEC Ocean Ranger Certification Course. This course will include training in:

- State of Alaska and ADEC administrative and enforcement procedures.
- Inspection and verification of the systems and procedures onboard large commercial passenger vessels required to meet state and federal marine discharge and pollution requirements.
- Occupational safety and health.
- Maritime security awareness.
- Professional and ethical conduct.

The successful applicant must produce:

- Evidence of having passed a chemical test for dangerous drugs within 90 days immediately preceding the ADEC Ocean Ranger Certification Course.
- A personal Transportation Worker Identification Credential (TWIC) or, until TWIC is implemented, a Merchant Mariner Document (MMD) and evidence of a satisfactory security background check.
- Evidence of vaccinations and immunizations listed on the U.S. Centers for Disease Control (CDC) Adult Immunization Schedule (Attachment G).

ATTACHMENT C: CLASS SPECIFICATION FORM

Class Specification: ADEC OCEAN RANGER COORDINATOR (draft)

Category: Technical

Class Title: ADEC Ocean Ranger Coordinator

Class Range: Environmental Program Specialist II, Range 16 or 18, or
Environmental Program Specialist III, Range 18 (seasonal)

Definition: Under general direction of the Commercial Passenger Vessel Environmental Compliance Program Manager, the Ocean Ranger Coordinator performs technical duties to schedule, coordinate, dispatch and support ADEC Ocean Rangers riding onboard large commercial passenger vessels (LCPV) entering the marine waters of the State.

Distinguishing Characteristics: The Alaska Department of Environmental Conservation Ocean Ranger Coordinator independently performs technical work as the ADEC representative on the processes for scheduling and dispatching staff working as Ocean Rangers on LCPV transiting State of Alaska marine waters. The incumbent schedules qualified Ocean Rangers (those meeting licensing and technical requirements) to work on specific vessels, notify Ocean Rangers of dispatch, and replace Ocean Rangers on short notice, ensuring qualified LCPV are sailing in compliance with State requirements.

The Ocean Ranger Coordinator focuses on implementing those aspects of the Commercial Passenger Vessel Environmental Compliance (CPVEC) Program concerning Ocean Rangers presence on LCPV for the purpose of monitoring, observing, and recording data and information related to those vessels' compliance with the State and federal requirements pertaining to marine discharge and pollution.

The Ocean Ranger Coordinator also performs a range of duties related to the dispatching function, including determining travel entitlements and auditing expense claims, approving sick leave requests, and auditing time sheets for entitlement to certain premium pay.

The Ocean Ranger Coordinator is often required to make rapid decisions that take into account a number of complex factors, such as costs, scheduling, and making transportation arrangements for Ocean Rangers meeting vessels that are constantly moving from port-to-port during the summer months. The Coordinator also tracks Ocean Rangers' work hours and days to ensure sufficient rest periods and compliance with collective bargaining agreements, policies, procedures, guidelines, and standard practices.

Examples of Ocean Ranger Coordinator Duties: Scheduling and Dispatching: Schedule work assignments of qualified Ocean Rangers on all LCPV operating in State marine waters. The Ocean Ranger Coordinator will advise vessels / vessel's agents of the Ocean Ranger schedule in advance and request that the Ocean Rangers be cleared for boarding the vessel in compliance with the Vessel Security Plan. If changes occur to the schedule, the Ocean Ranger Coordinator will quickly notify the vessel / vessel's agent of changes.

The Coordinator will assist Ocean Rangers in transportation logistics to meet the work schedule. Even though Ocean Rangers will make normal travel arrangements personally for those

transportation modes running on a regular schedule (i.e., major airlines and ferries), the Coordinator will take responsibility to arrange for needed special transportation such as (but not limited to) seaplanes, helicopters, charter vessels, pilot boats. The Coordinator will monitor the schedule and dispatch activities and troubleshoot unexpected (and oftentimes last-minute) changes to the vessels' schedules and Ocean Ranger availability.

The Coordinator will support Ocean Rangers by serving as their point of contact for addressing state employee administrative matters; including:

- Determining travel entitlements (authorize charges, review travel authorization forms submitted by Ocean Rangers for accuracy and approve per diem payments).
- Review leave entitlements, status, and verify sick leave.
- Track Ocean Ranger time and attendance and keep the Ocean Ranger supervisor informed of any issues.
- Ensure pay is accurate and delivered on-time.
- Provide information and answer inquiries policies and procedures.
- Ensure appropriate paperwork, drug testing, training, certification, and licensing is completed and kept current.

The Coordinator will maintain records such as employee lists of available Ocean Rangers with contact information, communications with vessels, and support records for those duties described above.

During the off-season the Coordinator will develop the general schedule and logistics for the Ocean Rangers in collaboration with the cruise industry, assist CPVEC program staff in training and equipping Ocean Rangers and support CPVEC staff in other program work as needed.

Ocean Ranger Coordinator Knowledge, Skills and Abilities: Incumbent must have a working knowledge of and skills in:

- Business English, proper grammatical expression, and communicating effectively orally and in writing
- Arithmetic computations, including use of Excel or Access spreadsheets
- Maritime industry operations in Alaska involving large passenger vessels
- Alaska's travel industry and changes in travel caused by weather conditions and mechanical breakdowns, among others.

The Coordinator must also have the ability to:

- Read and understand statutes, regulations, and procedures and apply them to specific situations.
- Organize, prioritize, and coordinate work in circumstances requiring multi-tasking.
- Analyze facts, draw logical conclusions, and make decisions rapidly to meet deadlines.
- Develop and maintain cooperative relationships with employees within the agency and in other organizations, and large commercial passenger vessel industry.

- Prepare reports and correspondence.
- Work independently without close supervision.
- Make logistical arrangements for persons working irregular hours on vessels traveling in Alaska's marine waters and during unexpected changes to schedules with short notice.
- Use common office equipment and standard computer software.

Ocean Ranger Coordinator Minimum Qualifications: Graduation from high school, or the equivalent, and one year of advanced clerical experience equivalent to a Human Resource Assistant, Administrative Clerk, or Accounting Clerk with the State of Alaska.

Substitution: One year of postsecondary education from an accredited college or university in any field may substitute for the required experience.

Attachment D: Violations and Potential Violations

The purpose of the Ocean Ranger Program is to ensure cruise ships (large commercial passenger vessels in the enabling initiative language) sailing in State of Alaska marine waters comply with State and federal laws and regulations concerning wastewater discharges, air releases, and proper sanitation, health and safety requirements. The Ocean Ranger Program implements oversight and monitoring activities onboard cruise ships to achieve this purpose.

The *Alaska Department of Environmental Conservation Enforcement Manual* is the compliance and enforcement guide for ADEC staff and is to be followed in responding to reported or observed violations. In the performance of these oversight and monitoring activities, an Ocean Ranger may observe or otherwise detect a violation of State and federal requirements. In such an incident, the Ocean Ranger will respond as described in this sub-section.

In all cases where the Ocean Ranger observes a violation, he / she will inform the ship's staff as appropriate, allowing them to take immediate corrective action to mitigate the consequence of the discharge or other violation.

Alternative 1: The Ocean Ranger is an ADEC employee without enforcement authority.

Ocean Rangers will be trained in environmental crimes law enforcement at a level to assist ADEC enforcement officers. They will perform inspections and verify compliance with the State's environmental regulations, statutes, and permits. They will not have enforcement powers, but must be capable of conducting inspections, gathering evidence, and making recommendations for enforcement actions.

Ocean Rangers must immediately report observed / detected violations of State and federal requirements to the ADEC Ocean Ranger Supervisor (or designee) as rapidly as possible. The Supervisor (or designee) will notify the ADEC Chief Criminal Investigator of the Environmental Crimes Unit if criminal activity is suspected. The ADEC Ocean Ranger Supervisor will also notify the appropriate federal agencies if it appears that federal requirement(s) may have been violated.

Authorized at the Inspector level, the Ocean Ranger will initiate the investigation, gathering evidence and making a recommendation to the Supervisor for further enforcement actions. The Ocean Ranger will assist the ADEC enforcement officers to ensure:

- Action to abate the actual or threat of pollution or harm to the public is taken while a dangerous situation exists so long as corrective action does not jeopardize human health and safety or compound release of pollution to the environment.
- Immediate reporting and documentation of the incident.

- Information obtained in the course of the investigation is safeguarded for confidentiality, as appropriate.
- Public information is handled under the direction of the Division Director or Program Manager, if delegated by the Division Director.
- The Ocean Ranger documentation under the supervision of the ADEC enforcement officer meets the ADEC enforcement standards..

Alternative 2: The Ocean Ranger is an ADEC employee with enforcement officer authorities.

Ocean Rangers will be trained in environmental crimes law enforcement under the direction of the Chief Investigator, Environmental Crimes Unit and authorized by the ADEC Commissioner as Enforcement Officers (Chapter 12, ADEC Enforcement Manual). They will be authorized to perform inspector duties and also take enforcement actions, including conducting investigations into alleged violations and issuing enforcement documents.

Ocean Rangers must immediately report observed / detected violations of State and federal requirements to the ADEC Ocean Ranger Supervisor (or designee) as rapidly as possible. The Supervisor (or designee) will notify the ADEC Chief Criminal Investigator of the Environmental Crimes Unit if criminal activity is suspected. The ADEC Ocean Ranger Supervisor will also notify the appropriate federal agencies if it appears that federal requirement(s) may have been violated.

Authorized at the Enforcement Officer level, the Ocean Ranger will initiate the investigation, gathering evidence and issuing enforcement documents as appropriate. The Ocean Ranger will conduct the investigation under the supervision of the Ocean Ranger Supervisor in accordance with the *ADEC Enforcement Manual*.

Alternative 3: The Ocean Ranger is a contractor, not an ADEC employee and has no enforcement authority.

Contract Ocean Rangers are responsible for reporting observed / detected violations of State and federal requirements to the ADEC Ocean Ranger Supervisor as rapidly as possible. They will not have enforcement authority, but will take actions to assist the ADEC investigation as follows:

ADEC Ocean Ranger Supervisor Actions. The Ocean Ranger Supervisor or her / his will dispatch an ADEC enforcement officer to the vessel to conduct the investigation and notify the ADEC Chief Criminal Investigator of the Environmental Crimes Unit if criminal activity is suspected. The ADEC Ocean Ranger Supervisor will also notify the appropriate federal agencies if it appears that federal requirement(s) may have been violated.

The ADEC Investigator will immediately contact the Ocean Ranger to discuss the current situation and expected actions the Ocean Ranger should take until the ADEC Investigator arrives on scene. Until the arrival on scene of the ADEC investigator assigned to the incident, the Ocean Ranger will perform actions directed by the Investigator and document her / his observations.³² She / he will gather information that will help prove the elements of a violation, short of conducting searches and seizures. Useful methods include making a voice recording of observations and circumstances surrounding the incident, taking photographs and drawing diagrams. The Ocean Ranger shall prepare a written report of the information gathered.

Upon arrival of the ADEC investigator, the Ocean Ranger will brief the investigator and deliver documentation of the incident described above and assist the investigator as directed. The ADEC investigator will follow investigation policies and procedures prescribed in the *ADEC Enforcement Manual* and ensure that the Ocean Ranger only performs activities in support of the investigator that does not jeopardize the legality of the investigation. The authorized activities include administrative and logistical support to the ADEC investigator.

ADEC Enforcement Officer. The ADEC Enforcement Officer will conduct an investigation in accordance with the *ADEC Enforcement Manual*. However, both the Ocean Ranger and the ADEC enforcement officer will ensure:

- Action to abate the actual or threat of pollution or harm to the public is taken while a dangerous situation exists so long as corrective action does not jeopardize human health and safety or compound release of pollution to the environment.
- Once the situation is under control and the dangerous situation has passed, an immediate investigation and documentation of the incident is initiated in accordance with the *ADEC Enforcement Manual* and disposition of the case is recorded in the database by the enforcement officer.

³² Even though a contract Ocean Ranger does not have State of Alaska law enforcement authority under this alternative 7 and cannot conduct searches or seizures for evidence, he / she is expected to document the incident as a witness and provide that documentation to the ADEC enforcement officer.

USCG ENGINEER LICENSE CHECKLISTS

3RD ASSISTANT ENGINEER

DESIGNATED DUTY ENGINEER

THIRD ASSISTANT ENGINEER STEAM, MOTOR, OR GAS TURBINE VESSELS

NAME: _____ SOCIAL SECURITY #: _____

CLERK INITIALS	GENERAL REQUIREMENTS Reference 46 CFR	REFERENCE	EVAL INITIALS
<i>* If Third Assistant Engineer license obtained under old exam structure, applicant must take Second Assistant Engineer exam. If Third Assistant Engineer license obtained under new exam structure, no further testing required.</i>			
1.	General Requirements Complete		1.
2.	Firefighting Course Completion Certificate	10.205(g)	2.
3.	Recency – 90 days in the last 3 years on vessels of appropriate horsepower	10.202(e)	3.
4.	SERVICE: A. 1080 days service in the engine room, WITH 720 days as QMED; OR B. 1080 days service as an apprentice to the machinist trade WITH 360 days engine room service as Oiler, Watertender, or Junior Engineer; OR C. Graduate of USMAA (engineering), USCGA w/EOW qualifications, USNA, or engineering class of a maritime academy listed in 46 CFR 310 ; OR D. Graduate of marine engineering course of an ABET accredited school WITH 90 days service in engine room; OR E. Graduate of mechanical or electrical engineering course of an ABET accredited school of technology, WITH 180 days service in engine room; OR F. Completion of an approved three-year apprentice engineers training program, approved by NMC; OR G. 360 days service as Chief Engineer (Limited-Near Coastal). H. All service must be on vessels of at least 100 gross tons.	MSM Vol III Ch12.C.1	4.
5.	PROPULSION: At least one-third of the service (360 days) must have been on the particular propulsion mode for which applied.	10.502(a)	5.
6.	HORSEPOWER: A. UNLIMITED HORSEPOWER: At least 50% of required time on vessels over 4000 hp . B. HORSEPOWER LIMITATION: 1) Maximum horsepower that 25% of the required experience was obtained OR 2) 150% of horsepower on which at least 50% of the required time was obtained.	10.503(b)	6.
7.	Service gained in the deck department on vessels of appropriate tonnage may substitute for up to 25% or 6 months whichever is less.	10.504	7.
8.	STCW: A. Current competencies in Basic Safety Training B. TBD		8.

NOTES: _____

Evaluator's Signature and Date (Pending)

Evaluator's Signature and Date (Approved)

THIRD ASSISTANT ENGINEER STEAM, MOTOR, OR GAS TURBINE VESSELS

NAME: _____ SOCIAL SECURITY #: _____

Refer to the [Engine Exam Guide](#) for the most recent information.

		1 ST TEST:	2 ND TEST:	3 RD TEST:
MODULE	PASSING SCORE	#/Test Date/Score	#/Test Date/Score	#/Test Date/Score
		/ /	/ /	/ /
		/ /	/ /	/ /
		/ /	/ /	/ /
		/ /	/ /	/ /
		/ /	/ /	/ /

EXAMINATION RESULTS:

Exam Cycle Ends: _____

Earliest Re-Exam Date: _____

OK to Issue: _____

Do Not Issue Pending Receipt of: _____

LICENSE/MERCHANT MARINER'S DOCUMENT (MMD) TO BE ISSUED/ENDORSED:

Sample Endorsements:

- Third Assistant Engineer of Steam/Motor/Gas Turbine Vessels of _____ hp
- Designated Duty Engineer of Steam/Motor/Gas Turbine Vessels of _____ hp

HIGHLIGHT IF APPLICABLE:

Vision Waiver (Local) (HQ)

Physical Waiver (Local) (HQ)

OK TO ISSUE (Circle Credential(s) Being Issued):

License

MMD

STCW

DESIGNATED DUTY ENGINEER OF STEAM, MOTOR OR GAS TURBINE VESSELS

NAME: _____ SOCIAL SECURITY #: _____

CLERK INITIALS	GENERAL REQUIREMENTS Reference 46 CFR	REFERENCE	EVAL INITIALS
1.	General Requirements Complete		1.
2.	Firefighting Course Completion Certificate	10.205(g)	2.
3.	Recency – 90 days in the last 3 years on vessels of appropriate horsepower	10.202(e)	3.
4.	SERVICE: A. ANY hp: 1080 days service in engine room; WITH 540 days as QMED or equivalent supervisory position. B. 4000 hp: 720 days service in the engine room; WITH 360 days as QMED or equivalent supervisory position. C. 1000 hp: 360 days service in engine room; WITH 180 days as QMED or equivalent supervisory position.	10.524	4.
5.	PROPULSION: At least one-third of the service (360 days) must have been on the particular propulsion mode for which applied.	10.502(a)	5.
6.	Service gained in the deck department on vessels of appropriate tonnage may substitute for up to 25% or 6 months whichever is less.	10.504	6.
7.	STCW: A. Current competencies in Basic Safety Training B. TBD		7.

NOTES: _____

Evaluator's Signature and Date (Pending)

Evaluator's Signature and Date (Approved)

DESIGNATED DUTY ENGINEER OF STEAM, MOTOR OR GAS TURBINE VESSELS

NAME: _____ SOCIAL SECURITY #: _____

Refer to the [Engine Exam Guide](#) for the most recent information.

		1 ST TEST:	2 ND TEST:	3 RD TEST:
MODULE	PASSING SCORE	#/Test Date/Score	#/Test Date/Score	#/Test Date/Score
		/ /	/ /	/ /
		/ /	/ /	/ /
		/ /	/ /	/ /
		/ /	/ /	/ /
		/ /	/ /	/ /

EXAMINATION RESULTS:

Exam Cycle Ends: _____

Earliest Re-Exam Date: _____

OK to Issue: _____

Do Not Issue Pending Receipt of: _____

LICENSE/MERCHANT MARINER'S DOCUMENT (MMD) TO BE ISSUED/ENDORSED:

Sample Endorsements:

- Designated Duty Engineer on Steam or Motor or Gas Turbine Vessels of Any/Not More Than 4000/1000 hp

HIGHLIGHT IF APPLICABLE:

Vision Waiver (Local) (HQ)

Physical Waiver (Local) (HQ)

OK TO ISSUE (Circle Credential(s) Being Issued):

License

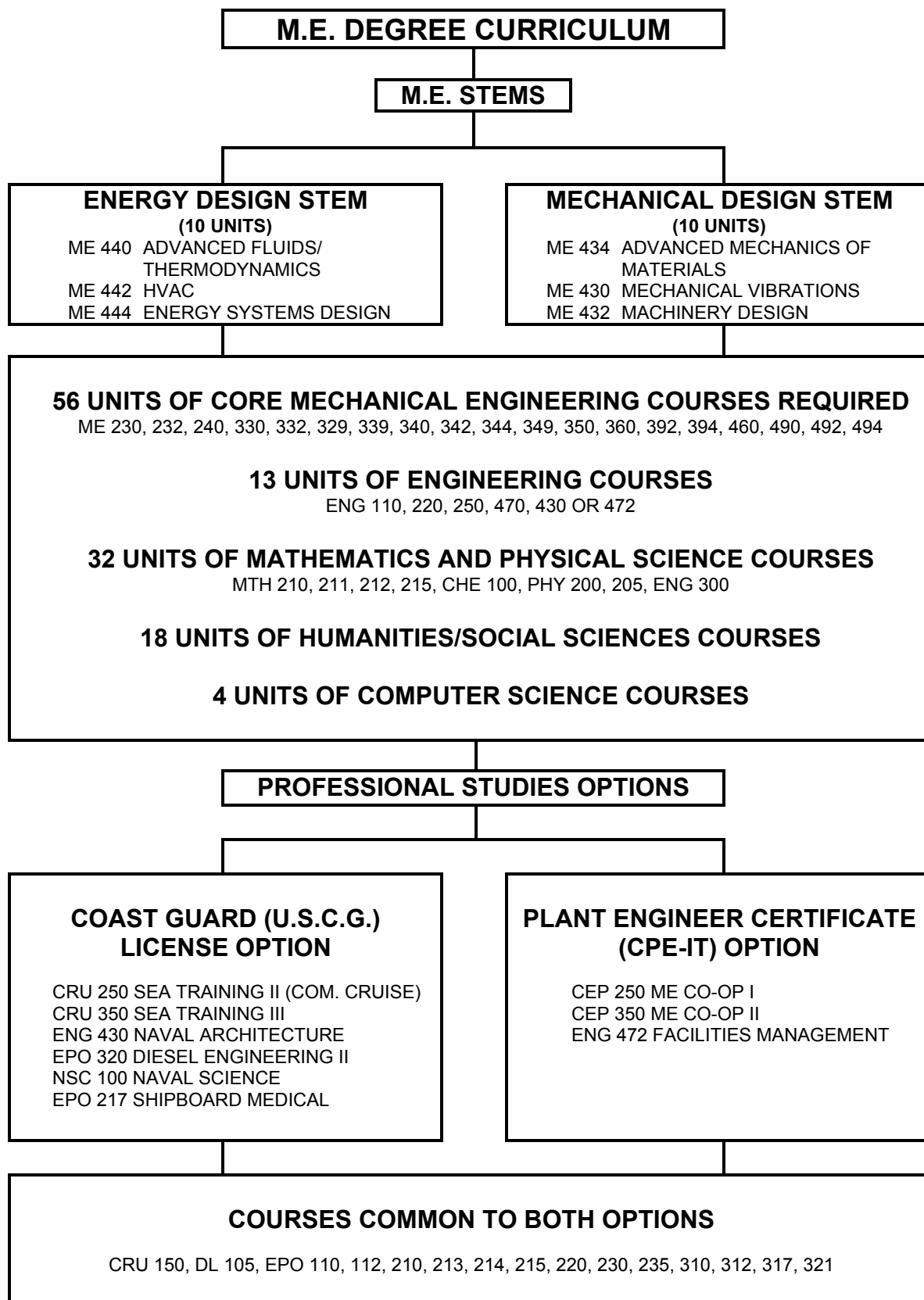
MMD

STCW

California Maritime Academy

Curriculum leading to a

3rd Assistant engineer's license



Recommended Adult Immunization Schedule United States, October 2006–September 2007

Recommended adult immunization schedule, by vaccine and age group

Age group (yrs) ▶ Vaccine ▼	19–49 years	50–64 years	≥65 years
Tetanus, diphtheria, pertussis (Td/Tdap) ^{1*}	1-dose Td booster every 10 yrs Substitute 1 dose of Tdap for Td		
Human papillomavirus (HPV) ^{2*}	3 doses (females)		
Measles, mumps, rubella (MMR) ^{3*}	1 or 2 doses	1 dose	
Varicella ^{4*}	2 doses (0, 4–8 wks)	2 doses (0, 4–8 wks)	
Influenza ^{5*}	1 dose annually	1 dose annually	
Pneumococcal (polysaccharide) ^{6,7}	1–2 doses		1 dose
Hepatitis A ^{8*}	2 doses (0, 6–12 mos, or 0, 6–18 mos)		
Hepatitis B ^{9*}	3 doses (0, 1–2, 4–6 mos)		
Meningococcal ¹⁰	1 or more doses		

Recommended adult immunization schedule, by vaccine and medical and other indications

Indication ▶ Vaccine ▼	Pregnancy	Congenital immunodeficiency; leukemia; ¹¹ lymphoma; generalized malignancy; cerebrospinal fluid leaks; therapy with alkylating agents, antimetabolites, radiation, or high-dose, long-term corticosteroids	Diabetes, heart disease, chronic pulmonary disease, chronic alcoholism	Asplenia ¹¹ (including elective splenectomy and terminal complement component deficiencies)	Chronic liver disease, recipients of clotting factor concentrates	Kidney failure, end-stage renal disease, recipients of hemodialysis	Human immunodeficiency virus (HIV) infection ^{3,11}	Health-care workers
Tetanus, diphtheria, pertussis (Td/Tdap) ^{1*}	1-dose Td booster every 10 yrs Substitute 1 dose of Tdap for Td							
Human papillomavirus (HPV) ^{2*}		3 doses for women through age 26 years (0, 2, 6 mos)						
Measles, mumps, rubella (MMR) ^{3*}		1 or 2 doses						
Varicella ^{4*}		2 doses (0, 4–8 wks)						2 doses
Influenza ^{5*}	1 dose annually			1 dose annually	1 dose annually			
Pneumococcal (polysaccharide) ^{6,7}	1–2 doses	1–2 doses						1–2 doses
Hepatitis A ^{8*}	2 doses (0, 6–12 mos, or 0, 6–18 mos)				2 doses (0, 6–12 mos, or 0, 6–18 mos)			
Hepatitis B ^{9*}	3 doses (0, 1–2, 4–6 mos)				3 doses (0, 1–2, 4–6 mos)			
Meningococcal ¹⁰	1 dose			1 dose	1 dose			

* Covered by the Vaccine Injury Compensation Program

These recommendations must be read along with the footnotes, which can be found on the next 2 pages of this schedule.



For all persons in this category who meet the age requirements and who lack evidence of immunity (e.g., lack documentation of vaccination or have no evidence of prior infection)



Recommended if some other risk factor is present (e.g., on the basis of medical, occupational, lifestyle, or other indications)



Contraindicated

Footnotes

1. Tetanus, diphtheria, and acellular pertussis (Td/Tdap) vaccination.

Adults with uncertain histories of a complete primary vaccination series with diphtheria and tetanus toxoid-containing vaccines should begin or complete a primary vaccination series. A primary series for adults is 3 doses; administer the first 2 doses at least 4 weeks apart and the third dose 6–12 months after the second. Administer a booster dose to adults who have completed a primary series and if the last vaccination was received ≥ 10 years previously. Tdap or tetanus and diphtheria (Td) vaccine may be used; Tdap should replace a single dose of Td for adults aged <65 years who have not previously received a dose of Tdap (either in the primary series, as a booster, or for wound management). Only one of two Tdap products (Adacel® [sanofi pasteur, Swiftwater, Pennsylvania]) is licensed for use in adults. If the person is pregnant and received the last Td vaccination ≥ 10 years previously, administer Td during the second or third trimester; if the person received the last Td vaccination in <10 years, administer Tdap during the immediate postpartum period. A one-time administration of 1-dose of Tdap with an interval as short as 2 years from a previous Td vaccination is recommended for postpartum women, close contacts of infants aged <12 months, and all health-care workers with direct patient contact. In certain situations, Td can be deferred during pregnancy and Tdap substituted in the immediate postpartum period, or Tdap can be given instead of Td to a pregnant woman after an informed discussion with the woman (see <http://www.cdc.gov/hip/publications/acip-list.htm>). Consult the ACIP statement for recommendations for administering Td as prophylaxis in wound management (<http://www.cdc.gov/mmwr/preview/mmwrhtml/00041645.htm>).

2. Human Papillomavirus (HPV) vaccination. HPV vaccination is recommended for all women aged ≤ 26 years who have not completed the vaccine series. Ideally, vaccine should be administered before potential exposure to HPV through sexual activity; however, women who are sexually active should still be vaccinated. Sexually active women who have not been infected with any of the HPV vaccine types receive the full benefit of the vaccination. Vaccination is less beneficial for women who have already been infected with one or more of the four HPV vaccine types. A complete series consists of 3 doses. The second dose should be administered 2 months after the first dose; the third dose should be administered 6 months after the first dose. Vaccination is not recommended during pregnancy. If a woman is found to be pregnant after initiating the vaccination series, the remainder of the 3-dose regimen should be delayed until after completion of the pregnancy.

3. Measles, Mumps, Rubella (MMR) vaccination. *Measles component:* adults born before 1957 can be considered immune to measles. Adults born during or after 1957 should receive ≥ 1 dose of MMR unless they have a medical contraindication, documentation of ≥ 1 dose, history of measles based on health-care provider diagnosis, or laboratory evidence of immunity. A second dose of MMR is recommended for adults who 1) have been recently exposed to measles or in an outbreak setting; 2) were previously vaccinated with killed measles vaccine; 3) have been vaccinated with an unknown type of measles vaccine during 1963–1967; 4) are students in postsecondary educational institutions; 5) work in a health-care facility, or 6) plan to travel internationally. Withhold MMR or other measles-containing vaccines from HIV-infected persons with severe immunosuppression. *Mumps component:* adults born before 1957 can generally be considered immune to mumps. Adults born during or after 1957 should receive 1 dose of MMR unless they have a medical contraindication, history of mumps based on health-care provider diagnosis, or laboratory evidence of immunity. A second dose of MMR is recommended for adults who 1) are in an age group that is affected during a mumps outbreak; 2) are students in postsecondary educational institutions; 3) work in a health-care facility; or 4) plan to travel internationally. For unvaccinated health-care

workers born before 1957 who do not have other evidence of mumps immunity, consider giving 1 dose on a routine basis and strongly consider giving a second dose during an outbreak. *Rubella component:* administer 1 dose of MMR vaccine to women whose rubella vaccination history is unreliable or who lack laboratory evidence of immunity. For women of childbearing age, regardless of birth year, routinely determine rubella immunity and counsel women regarding congenital rubella syndrome. Do not vaccinate women who are pregnant or who might become pregnant within 4 weeks of receiving vaccine. Women who do not have evidence of immunity should receive MMR vaccine upon completion or termination of pregnancy and before discharge from the health-care facility.

4. Varicella vaccination. All adults without evidence of immunity to varicella should receive 2 doses of varicella vaccine. Special consideration should be given to those who 1) have close contact with persons at high risk for severe disease (e.g., health-care workers and family contacts of immunocompromised persons) or 2) are at high risk for exposure or transmission (e.g., teachers of young children; child care employees; residents and staff members of institutional settings, including correctional institutions; college students; military personnel; adolescents and adults living in households with children; non-pregnant women of childbearing age; and international travelers). Evidence of immunity to varicella in adults includes any of the following: 1) documentation of 2 doses of varicella vaccine at least 4 weeks apart; 2) U.S.-born before 1980 (although for health-care workers and pregnant women, birth before 1980 should not be considered evidence of immunity); 3) history of varicella based on diagnosis or verification of varicella by a health-care provider (for a patient reporting a history of or presenting with an atypical case, a mild case, or both, health-care providers should seek either an epidemiologic link with a typical varicella case or evidence of laboratory confirmation, if it was performed at the time of acute disease); 4) history of herpes zoster based on health-care provider diagnosis; or 5) laboratory evidence of immunity or laboratory confirmation of disease. Do not vaccinate women who are pregnant or might become pregnant within 4 weeks of receiving the vaccine. Assess pregnant women for evidence of varicella immunity. Women who do not have evidence of immunity should receive dose 1 of varicella vaccine upon completion or termination of pregnancy and before discharge from the health-care facility. Dose 2 should be administered 4–8 weeks after dose 1.

5. Influenza vaccination: *Medical indications:* chronic disorders of the cardiovascular or pulmonary systems, including asthma; chronic metabolic diseases, including diabetes mellitus, renal dysfunction, hemoglobinopathies, or immunosuppression (including immunosuppression caused by medications or HIV); any condition that compromises respiratory function or the handling of respiratory secretions or that can increase the risk of aspiration (e.g., cognitive dysfunction, spinal cord injury, or seizure disorder or other neuromuscular disorder); and pregnancy during the influenza season. No data exist on the risk for severe or complicated influenza disease among persons with asplenia; however, influenza is a risk factor for secondary bacterial infections that can cause severe disease among persons with asplenia. *Occupational indications:* health-care workers and employees of long-term-care and assisted living facilities. *Other indications:* residents of nursing homes and other long-term-care and assisted living facilities; persons likely to transmit influenza to persons at high risk (i.e., in-home household contacts and caregivers of children aged 0–59 months, or persons of all ages with high-risk conditions); and anyone who would like to be vaccinated. Healthy, nonpregnant persons aged 5–49 years without high-risk medical conditions who are not contacts of severely immunocompromised persons in special care units can receive either intranasally administered influenza vaccine (FluMist®) or inactivated vaccine. Other persons should receive the inactivated vaccine.

6. Pneumococcal polysaccharide vaccination. *Medical indications:* chronic disorders of the pulmonary system (excluding asthma); cardiovascular diseases; diabetes mellitus; chronic liver diseases, including liver disease as a result of alcohol abuse (e.g., cirrhosis); chronic renal failure or nephrotic syndrome; functional or anatomic asplenia (e.g., sickle cell disease or splenectomy [if elective splenectomy is planned, vaccinate at least 2 weeks before surgery]); immunosuppressive conditions (e.g., congenital immunodeficiency, HIV infection [vaccinate as close to diagnosis as possible when CD4 cell counts are highest], leukemia, lymphoma, multiple myeloma, Hodgkin disease, generalized malignancy, organ or bone marrow transplantation); chemotherapy with alkylating agents, antimetabolites, or high-dose, long-term corticosteroids; and cochlear implants. *Other indications:* Alaska Natives and certain American Indian populations and residents of nursing homes or other long-term-care facilities.

7. Revaccination with pneumococcal polysaccharide vaccine. One-time revaccination after 5 years for persons with chronic renal failure or nephrotic syndrome; functional or anatomic asplenia (e.g., sickle cell disease or splenectomy); immunosuppressive conditions (e.g., congenital immunodeficiency, HIV infection, leukemia, lymphoma, multiple myeloma, Hodgkin disease, generalized malignancy, or organ or bone marrow transplantation); or chemotherapy with alkylating agents, antimetabolites, or high-dose, long-term corticosteroids. For persons aged ≥ 65 years, one-time revaccination if they were vaccinated ≥ 5 years previously and were aged < 65 years at the time of primary vaccination.

8. Hepatitis A vaccination. *Medical indications:* persons with chronic liver disease and persons who receive clotting factor concentrates. *Behavioral indications:* men who have sex with men and persons who use illegal drugs. *Occupational indications:* persons working with hepatitis A virus (HAV)-infected primates or with HAV in a research laboratory setting. *Other indications:* persons traveling to or working in countries that have high or intermediate endemicity of hepatitis A (a list of countries is available at <http://www.cdc.gov/travel/diseases.htm>) and any person who would like to obtain immunity. Current vaccines should be administered in a 2-dose schedule at either 0 and 6–12 months, or 0 and 6–18 months. If the combined hepatitis A and hepatitis B vaccine is used, administer 3 doses at 0, 1, and 6 months.

9. Hepatitis B vaccination. *Medical indications:* Persons with end-stage renal disease, including patients receiving hemodialysis; persons seeking evaluation or treatment for a sexually transmitted disease (STD); persons with HIV infection; persons with chronic liver disease; and persons who receive clotting factor concentrates. *Occupational indications:* health-care workers and public-safety workers who are exposed to blood or other potentially infectious body

fluids. *Behavioral indications:* sexually active persons who are not in a long-term, mutually monogamous relationship (i.e., persons with > 1 sex partner during the previous 6 months); current or recent injection-drug users; and men who have sex with men. *Other indications:* household contacts and sex partners of persons with chronic hepatitis B virus (HBV) infection; clients and staff members of institutions for persons with developmental disabilities; all clients of STD clinics; international travelers to countries with high or intermediate prevalence of chronic HBV infection (a list of countries is available at <http://www.cdc.gov/travel/diseases.htm>); and any adult seeking protection from HBV infection. Settings where hepatitis B vaccination is recommended for all adults: STD treatment facilities; HIV testing and treatment facilities; facilities providing drug-abuse treatment and prevention services; health-care settings providing services for injection-drug users or men who have sex with men; correctional facilities; end-stage renal disease programs and facilities for chronic hemodialysis patients; and institutions and nonresidential daycare facilities for persons with developmental disabilities. *Special formulation indications:* for adult patients receiving hemodialysis and other immunocompromised adults, 1 dose of 40 $\mu\text{g/mL}$ (Recombivax HB®) or 2 doses of 20 $\mu\text{g/mL}$ (Engerix-B®).

10. Meningococcal vaccination. *Medical indications:* adults with anatomic or functional asplenia, or terminal complement component deficiencies. *Other indications:* first-year college students living in dormitories; microbiologists who are routinely exposed to isolates of *Neisseria meningitidis*; military recruits; and persons who travel to or live in countries in which meningococcal disease is hyperendemic or epidemic (e.g., the “meningitis belt” of Sub-Saharan Africa during the dry season [December–June]), particularly if contact with local populations will be prolonged. Vaccination is required by the government of Saudi Arabia for all travelers to Mecca during the annual Hajj. Meningococcal conjugate vaccine is preferred for adults with any of the preceding indications who are aged ≤ 55 years, although meningococcal polysaccharide vaccine (MPSV4) is an acceptable alternative. Revaccination after 5 years might be indicated for adults previously vaccinated with MPSV4 who remain at high risk for infection (e.g., persons residing in areas in which disease is epidemic).

11. Selected conditions for which *Haemophilus influenzae* type b (Hib) vaccination may be used. Hib conjugate vaccines are licensed for children aged 6 weeks–71 months. No efficacy data are available on which to base a recommendation concerning use of Hib vaccine for older children and adults with the chronic conditions associated with an increased risk for Hib disease. However, studies suggest good immunogenicity in patients who have sickle cell disease, leukemia, or HIV infection or have had splenectomies; administering vaccine to these patients is not contraindicated.

This schedule indicates the recommended age groups and medical indications for routine administration of currently licensed vaccines for persons aged ≥ 19 years, as of October 1, 2006. Licensed combination vaccines may be used whenever any components of the combination are indicated and when the vaccine's other components are not contraindicated. For detailed recommendations on all vaccines, including those used primarily for travelers or that are issued during the year, consult the manufacturers' package inserts and the complete statements from the Advisory Committee on Immunization Practices (<http://www.cdc.gov/nip/publications/acip-list.htm>).

Report all clinically significant postvaccination reactions to the Vaccine Adverse Event Reporting System (VAERS). Reporting forms and instructions on filing a VAERS report are available at <http://www.vaers.hhs.gov> or by telephone, 800-822-7967.

Information on how to file a Vaccine Injury Compensation Program claim is available at <http://www.hrsa.gov/vaccinecompensation> or by telephone, 800-338-2382. To file a claim for vaccine injury, contact the U.S. Court of Federal Claims, 717 Madison Place, N.W., Washington, D.C. 20005; telephone, 202-357-6400.

Additional information about the vaccines in this schedule and contraindications for vaccination is also available at <http://www.cdc.gov/nip> or from the CDC-INFO Contact Center at 800-CDC-INFO (800-232-4636) in English and Spanish, 24 hours a day, 7 days a week.

2004-2007

**LICENSED ENGINEER OFFICERS
AGREEMENT**

between the

STATE OF ALASKA

and the

**DISTRICT NO.1-PCD
MEBA (AFL-CIO)**

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RULE 1{ TC "Rule 1 - Scope" \f C \l "1" }
SCOPE

1.01 The Rules contained herein constitute an Agreement, as amended, between the STATE OF ALASKA (hereinafter referred to as the "Employer"), and the District #1—PCD, MEBA (AFL-CIO), (hereinafter referred to as the "Union" or the "Association") representing the employees within the licensed engineers bargaining unit of persons employed as members of the crews of the vessels of the Alaska Marine Highway System, governing wages, hours and conditions of employment on the vessels owned or chartered by the Alaska Marine Highway Systems and engaged in ferry operations in the waters of Southeastern and Southwestern Alaska, British Columbia, and Puget Sound.

1.02 Unique operational requirements pertaining to some of these vessels are addressed by Supplemental Agreement(s) amending this basic Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations during its term except those that specifically arise through Rule 35.

1.03 Any additions, deletions or changes which are negotiated during the life of this Agreement shall be in the form of a written amendment or addendum and shall become part of this Agreement. No agreement altering this contract can be entered into without the participation of a duly elected negotiating team from the membership of the Alaska Marine Highway System. The negotiating team shall be elected for the term of this agreement. The negotiating team shall consist of two (2) members from the Southeast region and two (2) members from the Southwest region. Interpretation or clarification of provisions of the Agreement shall be set forth in memorandums of understanding. The bargaining team member requirement shall not be subject to the grievance procedure.

1.04 It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer, but when the Employer contemplates a change in policy affecting the welfare of the Engineer Officer, proper and reasonable notice shall be given to the Union. Should a dispute arise, it shall be settled in accordance with Rule 14.01.

1.05 In the event additional vessels owned or chartered by the State are added to the fleet, the MEBA shall have jurisdiction over negotiating contract terms of engineering Personnel aboard those vessels and all work related to the operation and maintenance of machinery on those vessels shall belong to MEBA - District 1. Commencing in calendar year 2005, the State of Alaska shall have the ability to contract for the passenger and vehicle service for the following ports: Angoon, Gustavus, Hoonah, Kake, Tenakee and Pelican without regard to MEBA jurisdiction.

RULE 2{ TC "Rule 2 - Recognition" \f C \l "1" }
RECOGNITION

2.01 The Employer recognizes the Union as the exclusive representative{ XE "union:exclusive representative" } of all Engineer Officers as classified herein, and as the sole collective bargaining agent for the purpose of acting for the Engineer Officers in negotiating wages, hours, and conditions of employment, interpreting this Agreement, and adjusting disputes.

**RULE 3{ TC "Rule 3 - Preferential Hiring and Use of Information" \f C \l "1" }
PREFERENTIAL HIRING AND USE OF INFORMATION{ XE "hiring" }**

3.01 The Employer recognizes the Union as the normal source of obtaining new Engineer Officers. The Union recognizes the Employer's legitimate interest in local hire. Accordingly, when dispatching{ XE "dispatch" } Engineers to the Employer, the Union will, in all instances, observe the following order of preference for vessels located in Alaska:

1. Group I Alaska residents
2. Others in Group I
3. Group II Alaska residents
4. Others in Group II

Within each of the above categories the order of dispatch shall be according to the date that the individual last registered with the Union (i.e., the individual with the earliest date and time is the first offered the dispatch from the appropriate group).

3.02 Recognizing the passenger-carrying capacity and unique operational requirements of the Employer's vessels, the Union agrees, at all times, to accept applications and immediately register for work those employees who have at least three (3) years experience in the engine rooms of the Employer's vessels, have the required license, possess a lifeboatman's certification and have been certified by the Port Engineer and a Chief Engineer of the Employer as being capable of safely taking over a watch as a licensed Engineer. Individuals who meet the above criteria and subsequently terminate{ XE "termination" } their employment with the Alaska Marine Highway System, lose all rights in this subsection if such rights were gained solely as a result of Alaska Marine Highway System employment. The Employer will promptly notify the Union of such terminations, and will furnish the Union a copy of the terminating Personnel Action form containing the pertinent information.

3.03 Due to geographic considerations, no Alaskan resident shall be required to physically be present in the union hiring hall or facility in order to be eligible for dispatch to{ XE "dispatch" } the Employer.

3.04 When called upon to do so, the Union agrees to furnish the Employer with qualified, competent and satisfactory personnel for any classification covered by this Agreement. The Employer retains the right to reject personnel referred for employment, including the right to reject previously employed Engineer Officers for cause. Such rejection shall be subject to the grievance procedure.

3.05 In the event that the Union is not able to provide Engineer Officers on demand, the Employer may hire from other sources. The period of such hire may not exceed two (2) working weeks.

3.06 The Employer, in addition to its unrestricted right of selection of Chief and First Assistant Engineer, shall have the right to keep in continuous employment within its fleet any licensed Marine Engineer who desires to continue full time employment with the Alaska Marine Highway System for assignment to any rating providing he or she continues to tender the dues{ XE "dues" } uniformly required to maintain his or her membership in good standing in the Association. Continuous employment shall not be deemed to have been broken if the Engineer is on a mutually approved leave of absence.

3.07 It is recognized that the parties have a commitment to Affirmative Action where under-utilization of individuals in particular sex and race/ethnicity categories is documented.

3.08 Pre-employment physicals{ XE "physicals" } may be required by the Employer.

3.09 The Union agrees that all nonpublic personnel information provided to it by the Employer shall be used only for purposes related to the execution of the Agreement; and that the Union shall be responsible for the protection and security of information provided.

3.10 In the event that an Engineer Officer is denied employment or discharged{ XE "discharge" } for medical reasons and there is conflict between the Employer's medical doctor and the Association's medical examiner, the parties shall refer the matter to a third doctor mutually agreed upon by both parties whose decision shall be final and binding.

RULE 4{ TC "Rule 4 - Definitions" \f C \l "1" }
DEFINITIONS{ XE "definitions" }

4.01 ENGINEER OFFICERS{ TC "4.01 - Engineer Officers" \f C \l "2" }{ XE "definitions:engineer officers" }

(A) Regularly Assigned Engineer. An Engineer Officer who has been awarded or assigned a specific position on board a given vessel in accordance with Rule 26 of this Agreement.

(B) Vacation Relief Engineer. An Engineer who has been assigned in accordance with Rule 23, to replace a Regularly Assigned Engineer while the Regularly Assigned Engineer is on vacation.

(C) Temporary Relief Engineer. An Engineer Officer who does not have a Regularly Assigned Position or is not a designated Vacation Relief Engineer, and is hired for temporary vacancies, including but not limited to, illness, injury, leaves of absence, and training.

4.02 REGULARLY ASSIGNED POSITIONS. { TC "4.02 - Regularly Assigned Positions" \f C \l "2" }{ XE "definitions:regularly assigned positions" }Specific positions aboard a given vessel and crew ("A" or "B") which are filled in accordance with Rule 26 of this Agreement, and the positions of Engineers who have been designated Vacation Relief Engineers.

4.03 SYSTEMS{ TC "4.03 - Systems" \f C \l "2" }{ XE "definitions:systems" }

(A) Southeast System. Includes all vessels normally using Juneau and/or Ketchikan as change ports.

(B) Southwest System. Includes all vessels normally using Seward or Cordova as change ports.

4.04 ORIGINAL PORT OF ENGAGEMENT (HIRE). { TC "4.04 - Original Port of Engagement (Hire)" \f C \l "2" }{ XE "definition:original port of engagement" }The original port of engagement shall be the port of Seattle or any port in the state of Alaska where the Engineer Officer is hired by the Employer.

RULE 5{ TC "Rule 5 - Union Membership" \f C \l "1" }
UNION MEMBERSHIP{ XE "union:membership" }

5.01 Engineer officers covered by this Agreement shall, within thirty (30) days after employment with the Employer, apply for membership in the Union and shall thereafter as a condition of

employment tender the dues{ XE "dues" } and initiation fees or other fees as required by AS 23.40.220{ XE "initiation fees" } uniformly required as a condition of membership.

5.02 The Union shall advise the Employer in writing the amount of its initiation fee and monthly dues as duly adopted. The Employer, with the written consent of the employee, shall deduct monthly from the pay of each employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Treasurer or other officer of the Union as may be designated in writing by the Union.

5.03 It is agreed between the parties that, following the signing of the collective bargaining agreement, a unit member may authorize and the State will deduct a specified amount to be forwarded to the Union for the MEBA/PAF. The Union will obtain the payroll deduction{ XE "payroll deduction" } authorization from each employee who wishes that the deduction can be made.

The Union will furnish the payroll deduction authorization forms as approved by the State.

5.04 Upon written notice by the Union, any employee who has been employed for more than thirty (30) days and who is not in compliance with the provisions of this Rule and with confirmation by the Union that it has provided the employee with the procedural protections required by law the employer shall terminate the employee. Termination{ XE "termination" } shall become effective within thirty (30) days after receipt of the aforesaid notice to the Employer by the Union.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demand, suits, grievances, or other liability (including attorney's fees incurred by the Employer) that arise out of or by reason of actions taken by the Employer pursuant to this section, except those actions caused by the Employers negligence. If the Union undertakes the defense under this section, it shall as its option select counsel to conduct the defense.

RULE 6{ TC "Rule 6 - Nondiscrimination" \f C \l "1" }
NONDISCRIMINATION{ XE "nondiscrimination" }

6.01 The Employer shall not discriminate against any Engineer Officer because of membership in the Union or activity on behalf of the Union, provided such activity is not contrary to law or this Agreement.

6.02 The Employer and the Union agree that there will be no unlawful discrimination against any Engineer Officer because of race, religion, physical handicap, marital status, change in marital status, pregnancy, parenthood, sex, color, age, or national origin.

6.03 All references herein to the male gender will also include the female gender.

RULE 7{ TC "Rule 7 - Crew Requirements" \f C \l "1" }
CREW REQUIREMENTS{ XE "crew requirements" }

7.01 The minimum crewing requirements for each vessel shall be in accordance with the safe operation of the vessel as concluded between the Employer and the Union and the Certificate of Inspection under which the vessel is licensed to operate, and the certificates of all vessels covered by this Agreement are made a part hereof by reference.

7.02 DIVISION OF WAGES. { TC "7.02 - Division of Wages" \f C \l "2" } { XE "division of wages" } Whenever a vessel is in commission with less than its required crewing scale as required under this Agreement, regardless of the reasons therefore, the following shall apply:

Any nonwatchstanding Engineer Officer who receives nonwatch extra compensation and is required to stand watch will continue to receive his or her nonwatch extra compensation and will get paid overtime or premium on the same basis as any watchstander.

After two (2) days, the wages of the number of Engineers who should have been employed will be divided equally among the Engineers who participated in the work of the absent Engineer, including the Chief if he or she so participated.

Under this subdivision the parties have agreed that when there is a division of wages, the Employer shall first deduct from such wages an amount equal to that which would have been contributed in the MEBA Pension Plan for said missing Engineer under the provisions of Rule 28. The remainder of the wages shall be divided among the remaining Engineers in the same manner as heretofore required by this Agreement.

7.03 There shall be no unilateral reduction in present crewing.

RULE 8 { TC "Rule 8 - Health and Safety" \f C \l "1" }
HEALTH AND SAFETY { XE "health and safety" }

8.01 The health and safety of Engineer Officers shall be reasonably protected. Each Engineer Officer shall have his or her own individual stateroom. All Engineer Officers' quarters shall be properly equipped with a washroom, fresh running water, cleaned, heated and lighted at all times during occupancy. Such washrooms are to be equipped with fresh hot and cold running water, and fresh water shower facilities, as well as sanitary drainage.

The Employer agrees that on vessels where quarters are provided that white sheets, pillow slips, mattresses, blankets, and soap shall be furnished to insure sanitary and healthful conditions. The employer shall afford room service for its Engineers; such as changing linens, sweeping, mopping and waxing in their respective staterooms, bathrooms and toilets. Clean bed linen and towels are to be provided weekly and rooms are to be cleaned and beds made daily.

8.02 Each Engineer Officer shall have a private room with toilet facilities and shower on new construction or future rebuilding.

8.03 Unless a separate suitable messroom is provided for their use, all Engineer Officers shall have their meals in the regular ship's dining salon. All Engineer Officers shall be permitted to eat in the main passengers' dining salon provided they wear clean khakis or dress blue uniforms; coveralls will not be accepted.

8.04 Annual employee physicals may be required by the Employer to be performed by a doctor of the Employer's choice and at the expense of the Employer.

8.05 There will be established appropriate safety committees for the purpose of developing programs concerning the health and safety of Engineer Officers.

8.06 All employees will be encouraged to obtain a U.S. Coast Guard lifeboatman's certificate { XE "certificate" } within six (6) months from date of meeting the necessary Coast Guard requirements. All employees shall be required to obtain the lifeboatman's certificate within one

(1) year after completing necessary Coast Guard requirements as a condition of continued employment with the Employer.

**RULE 9{ TC "Rule 9 - Occupational Injury and Illness Benefits" \f C \l "1" }
OCCUPATIONAL INJURY AND ILLNESS BENEFITS**

9.01 Unearned Wages: { XE "unearned wages" }{ TC "9.01 - Unearned Wages" \f C \l "2" }In the event an Engineer Officer becomes ill or is injured while in the service of the Employer's vessel, he/she shall receive wages to the end of the work assignment. During the period of time that an employee is receiving unearned wages for a work related illness or injury, the employee may not receive additional income supplementation by claiming accrued personal leave or medical/sick leave.

The State's position is that effective July 1, 2003, AS 09.50.250 established workers' compensation coverage for state employed seamen and precludes actions brought under the Jones Act, admiralty, or general maritime law. If AS 09.50.250 is successfully challenged or repealed, the State agrees that the provisions of maintenance and cure shall be in full force and effect as provided in Rules 9.02 and 9.03, upon exhaustion of all appeals

The Union's position is that any changes to Rule 9 are a subject of collective bargaining. The State has made no attempt to negotiate changes in this Rule, but is simply relying on AS 09.50.250. Additionally, the legislation leading to AS 09.50.250, (attached as Appendix B), specifically references collective bargaining agreements. The Union believes that the Jones Act is still applicable and the new AS 09.50.250, providing workers' compensation coverage, may be considered an additional option under the law and, at the choice of the seaman, would be in addition to all rights as provided for under the Jones Act.

9.02 Maintenance: { TC "9.02 - Maintenance" \f C \l "2" }When an employee is entitled to payment of maintenance{ XE "pay:maintenance" } under the doctrine of maintenance and cure, payment of maintenance shall begin at the end of the period for which unearned wages are payable. Maintenance shall be paid at the rate of \$45.00 per day.

If an employee elects to utilize medical/sick leave or accrued personal leave for the same period in which maintenance is received, the combined rate for maintenance and medical/sick leave and accrued personal leave shall not exceed the employee's regular daily pay.

9.03 Cure: An employee shall submit all bills regarding a work related injury or illness to:

Ward North America Inc.
ATTN: George Erickson
3330 Arctic Blvd. Suite 206
Anchorage, Alaska 99503

9.04 Transportation: { TC "9.04 - Transportation" \f C \l "2" }{ XE "transportation" }In the event an Engineer Officer becomes ill or is injured while in the service of the Employer's vessel, he or she will be furnished meals, lodging and transportation until returned to his or her change port. This provision shall apply when the Engineer is not hospitalized and has notified the Chief Engineer or the Personnel Officer of his or her medical status.

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

9.06 Seniority{ XE "seniority" } will accrue while the Engineer is absent from work with authorization, with or without pay or compensation, for illness, injury, or disability.

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

9.08 The Employer will insure the life of every Engineer against accidental death while the Engineer is in authorized travel status in the amount of seventy-five thousand dollars (\$75,000.00).

**RULE 10{ TC "Rule 10 - Compensation for Loss of Effects" \f C \l "1" }
COMPENSATION FOR LOSS OF EFFECTS{ XE "loss of effects" }**

10.01 Crew personnel will be reimbursed in cash for the loss of personal effects, instruments and equipment resulting from shipwreck, stranding, sinking, burning, and collision of the vessel in the amount not to exceed two thousand dollars (\$2,000.00). Each individual must provide the Employer with an itemized list of the individual's losses, including replacement value.

**RULE 11{ TC "Rule 11 - Cash Allowance for Subsistence and Quarters" \f C \l "1" }
CASH ALLOWANCE FOR SUBSISTENCE AND QUARTERS**

11.01 When an Engineer Officer is in work status away from his or her home and quarters{ XE "quarters" } are not furnished, the Engineer shall be entitled to a quarters allowance of seventy dollars (\$70.00) per day between May 16 and September 15 and sixty dollars (\$60.00) per day between September 16 and May 15 . In the event the rate for lodging designated in the State Administrative Manual for Southeast Alaska is increased, the rate specified herein shall be increased by the same dollar amount.

In the event the quarters are not available at the contracted quarters allowance rate the Engineer Officer shall be reimbursed for necessary receipted expenses for quarters.

11.02 When an Engineer Officer is in work status away from his or her home and meals are not furnished, the Engineer shall be entitled to a meal allowance of forty-two dollars (\$42.00) per day effective July 1, 2000. In the event the rate for meal allowance designated in the State Administrative Manual for Southeast Alaska is increased, the rate specified herein shall be increased by the same dollar amount.

11.03 In instances when the Employer provides meals and lodging the employee has no entitlement to any per diem allowance of any type.

On the first day in travel status, the employee shall be entitled to quarters allowance if overnight lodging is necessary, but only a prorated portion of meal allowance, calculated in accordance with Section 60.220 of the Alaska Administrative Manual.

On the last day of travel status, the employee shall be entitled to a prorated portion of meal allowance as provided for in Section 60.220 of the Alaska Administrative Manual.

RULE 12{ TC "Rule 12 - Change Ports and Travel Between Assignments" \f C \l "1" }
CHANGE PORTS AND TRAVEL BETWEEN ASSIGNMENTS

12.01 CHANGE PORTS{ TC "12.02 - Change Ports" \f C \l "2" }{ XE "ports:change" }

(A) Regularly Assigned Engineer Officers. Change ports shall be Juneau and Ketchikan. However, other communities may also be used as change ports if both Regularly Assigned Engineer Officers covering a position reside in such community or vicinity and when such community is a regular port of call of the Employer's vessels, provided no additional expenses are incurred by the Employer. Engineer Officers receiving COLD{ XE "COLD" } payments must designate a change port within the State of Alaska. Regularly Assigned Engineer Officers shall normally be relieved at the same change port where they began their duties. The senior Regularly Assigned Engineer Officer on the Time in Grade seniority roster shall designate the change port for the position.

(B) For purposes of 12.04, Vacation Relief Engineers shall designate a preferred change port, either Juneau or Ketchikan. This designation shall be in writing and may be changed with prior written notification to the Employer.

(C) When both the Regularly Assigned Employees are not working a given position, the two (2) Engineer Officers relieving may mutually agree to temporarily designate a change port other than stated in Rule 12.01(A) provided the Engineer Officers involved notify the Employer and the Union prior to the change and provided no additional expenses are incurred by the Employer. This subsection shall not be used to change the designated change port of the Regularly Assigned Engineer Officer upon his or her return.

12.02 RELIEF AT OTHER THAN PORT OF ENGAGEMENT { TC "12.02 - Relief At Other Than Port of Engagement" \f C \l "2" }{ XE "port:other than port of engagement" }When an Engineer Officer is relieved at a point other than the port at which he or she began that particular assignment, the Engineer Officer is entitled to travel pay and receipted necessary travel expenses to return to the port of engagement.

12.03 TRAVEL BETWEEN REGULAR ASSIGNMENTS. { TC "12.03 - Travel Between Regular Assignments" \f C \l "2" }{ XE "travel:between assignments" }Engineer 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 Engineer Officer may take meals in the Officer's mess without charge. Berths will be furnished free of charge whenever possible, on a space-available basis, but the Employer shall not be liable for travel and/or other expenses incurred by an Engineer Officer traveling to the Engineer Officer's designated change port by means other than vessels of the System.

12.04 TRAVEL BETWEEN TEMPORARY ASSIGNMENTS. { TC "12.04 - Travel Between Temporary Assignments" \f C \l "2" }{ XE "travel:temporary assignments" }When a Regularly Assigned or a Vacation Relief Engineer Officer is temporarily assigned duties which involve a crew change or work assignment at other than his or her normal change port, for each and every occasion travel is required, the Engineer Officer is entitled to travel pay and receipted necessary travel expenses for travel between the normal change port and the temporary change port. For purposes of this Rule, the "normal change port" shall be either Juneau or Ketchikan.

12.05 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 Alaskan resident to travel outside the state of Alaska to relieve another Engineer Officer.

12.06 Licensed Engineer Officers who are entitled to receive transportation and who travel by automobile at their option, will be reimbursed at thirty-five (35) cents per mile or an amount equal to airfare, whichever is the lesser.

12.07 TRAVEL PAY.{ TC "12.07 - Travel Pay" \f C \l "2" }

(A) MINIMUMS AND MAXIMUMS{ XE "travel:minimums and maximums" }

When an Engineer officer is eligible for travel pay as provided elsewhere in this Rule, it shall be computed on the basis of straight-time pay for the actual hours involved in traveling to and from the temporary change port. Engineer Officers will receive a minimum of four (4) hours travel pay per trip, except that if more than four (4) hours is claimed, the Engineer Officer must submit documentation to support the claim. Engineer Officers will receive a maximum of twelve (12) hours travel pay in any twenty-four (24) hour period, regardless of mode of travel involved.

Notwithstanding that a Temporary Relief Engineer's particular assignment begins upon commencement of work on the vessel to which assigned, nor that the port of engagement for any particular assignment is the port to which the Temporary Relief Engineer is directed to report for work, Temporary Relief Engineers shall nevertheless be entitled to travel pay as provided herein. Travel pay for Temporary Relief Engineers assigned to Southeast System vessels shall be limited to actual time spent travelling by the most expeditious route, or four hours per trip, whichever is less. Travel pay for Temporary Relief Engineers assigned to Southwest System vessels shall be limited to actual time spent travelling by the most expeditious route, or eight hours per trip, whichever is less. Eligibility for travel pay shall not be construed as creating other entitlements except as may be expressly stated in this Rule.

(B) ENTITLEMENT--TO ASSIGNMENTS{ XE "entitlement to assignments" }

Travel pay time begins at check-in time of commercial air transportation over the most expeditious route, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay time ends upon arrival at the airport serving the designated change port when traveling via commercial air transportation, or when the vessel upon which the employee is traveling arrives at the change port. However, if necessary to await the arrival of the vessel to which assigned, travel pay status will continue until the vessel arrives but shall not exceed eight (8) hours.

(C) ENTITLEMENT--ASSIGNMENT COMPLETION

Travel pay time begins at check-in time of commercial air transportation over the most expeditious route, or at the scheduled departure time of the Employer's vessel, when necessary or directed to travel by vessel. Travel pay time ends upon arrival at the airport serving the port at which the employee began the assignment, or upon the Employer's vessel arriving at the port at which the employee began the assignment.

(D) PER DIEM{ XE "travel:per diem" }

When it is necessary to await arrival of the vessel to begin an assignment, Rule 11, Cash Allowance for Subsistence and Quarters, will apply. Claims for subsistence shall be made on Form 02-027, State of Alaska Travel Authorization. Travel time will apply towards minimum guarantee but shall not be included in straight-time hours in determining when overtime will commence.

12.08 TRANSFER OR PERMANENT CHANGE OF ASSIGNMENT.{ TC "12.08 - Transfer or Permanent Change of Assignment" \f C \l "2" }{ XE "change of assignment" }

(A) All additional costs incurred by a transfer or permanent change of assignment at the convenience of and request by an Engineer Officer shall not be the responsibility of the Employer unless otherwise specified in this Agreement.

(B) All additional costs incurred by a transfer or permanent change of assignment of an Engineer Officer which is at the request of and for the convenience of the Employer shall be the responsibility of the Employer.

(C) All reimbursements for actual moving expenses incurred shall be in accordance with the State Administrative Manual.

12.09 When an Engineer Officer is on an approved personal leave and is unexpectedly called back to work, and agrees to such callback, he or she will be reimbursed for any additional transportation expenses incurred by the Engineer Officer to return as a result of the early return to work. In order to be reimbursed under this section, the callback{ XE "travel:callback" } must be approved by the System Director, Alaska Marine Highway System, prior to the Engineer Officer incurring additional expenses. The Engineer Officer shall submit documentation to support the additional expenses claimed. If the Engineer Officer undertakes return travel after completing the assignment to which called back, he or she shall be reimbursed for any additional transportation expenses to return to the original point of call.

12.10 { XE "travel:initial hire" }Upon initial hire, the Engineer Officer shall be entitled to one-way air transportation between his or her port of original hire and the port of relief. Upon termination the Engineer Officer shall be entitled to one-way air transportation between the port of relief and his or her original port of hire.

12.11 When an Engineer Officer whose residence is other than the State of Alaska, and moves his or her legal residence to within the State of Alaska, then the Engineer Officer will be entitled to reimbursement for moving expenses{ XE "travel:moving expenses" } in accordance with the State Administrative Manual. Such changes of residence must occur within a year of the Engineer Officer's initial hire date unless required by the Employer.

RULE 13{ TC "Rule 13 - Visitation" \f C \l "1" }
VISITATION{ XE "visitation" }

13.01 Authorized representatives{ XE "union:representatives" } of the Union shall be allowed to go on the Employer's property and on board vessels covered by this Agreement at reasonable times. The Employer will issue the duly accredited representatives a pass for such visits, and the Union agrees that the Employer is absolved from all claims resulting from any accident involving such representatives while on the property or on board vessels of the Employer. No individual or group of Engineer Officers will be interrupted in their work without the approval of the Chief Engineer.

RULE 14{ TC "Rule 14 - Settlement of Disputes" \f C \l "1" }
SETTLEMENT OF DISPUTES{ XE "grievance" }

14.01 Any dispute arising between the Union or the Engineer Officers covered herein, and the Employer, the Union or the aggrieved Engineer(s), as the case may be, regarding the

interpretation or application of this Agreement shall be determined in accordance with the following procedure as the sole means of settling said controversy:

STEP ONE { XE "grievance:steps" } An aggrieved Engineer Officer or Union Representative shall first attempt to settle the grievance through discussion with the Engineer's immediate supervisor. Failing to resolve the dispute, the Engineer shall reduce the grievance to writing and submit it to the Union and the System Director, Alaska Marine Highway System, within thirty (30) calendar days of the action or inaction, or the date the employee is made aware of the action or inaction, whichever is later. The System Director shall render a decision in writing within fifteen (15) working days from receipt of the filing. Settlements reached at this step shall be consistent with the provisions of this contract and with policies and regulations of the Employer.

STEP TWO: If the grievance is not resolved at Step One of the procedure, the Union may appeal the grievance in writing to the Commissioner of the Department of Transportation and Public Facilities within fifteen (15) working days after the Step One decision is due or received, whichever is earlier. The Commissioner of the Department of Transportation and Public Facilities or designee shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP THREE: In the event a grievance which has been considered at Step Two is not resolved at Step Two, the Union may appeal it in writing to the Commissioner of the Department of Administration within fifteen (15) working days after the response from Step Two is due or received, whichever is earlier. The Commissioner of the Department of Administration or designee shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.

STEP FOUR: If a grievance over the correct interpretation or application of this Agreement remains unresolved after being timely processed through the preceding steps, it shall proceed to binding arbitration{ XE "grievance:arbitration" } if either party so requests by written notice to the other party within forty-five (45) calendar days after the date of the response of the Commissioner of the Department of Administration required under Step Three. Such request shall specify which Rule or Rules are alleged to have been violated.

14.02 Within thirty (30) days after the signing of this Agreement the Employer and the Union shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) qualified arbitrators. Thereafter, on each occasion requiring an arbitrator, the parties will promptly select the arbitrator by alternately striking names from the list until only one name remains. The party requesting arbitration shall strike the first name. The last name remaining on the list shall be the arbitrator, and arbitration shall commence on a date to be selected by agreement of the arbitrator and the parties. The arbitrator shall issue a decision and award in writing within thirty (30) calendar days after the close of the hearing, which decision and award shall be final and binding on each of the parties. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have the power to return a grievant to employee status with or without restoration of back pay or mitigate the penalty under the facts provided a specific contractual violation is found.

14.03 In any arbitration proceeding held pursuant to this Rule, the expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such expense to the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

14.04

(A) To qualify for consideration under the grievance procedure set forth in this Rule, a grievance must be brought to the attention of the Employer through the Union in writing within thirty (30) calendar days of the occurrence of the disputed action or inaction or of the date the Engineer Officer is made aware of the action or inaction, whichever is later.

(B) The appeal of a dismissal, demotion, or suspension must be brought to the attention of the Employer through the Union in writing within ten (10) calendar days of the date the Engineer is notified of the action. Any grievance resulting from the dismissal, demotion or suspension of an Engineer who has, at the time of the disputed action, established seniority pursuant to Rule 26 of this Agreement shall be entered into the procedure at Step Two. Such grievances by Engineers who have not established seniority shall likewise be entered at Step Two but may not be carried beyond Step Three.

(C) Prior to using the grievance procedure, pay complaints must first be submitted on forms provided by the Employer entitled Notice of Pay Problem (NOPP) within thirty (30) calendar days after the issue date of the pay warrant in question. It shall be the employee's responsibility to complete the form with full details of the complaint and to insure that the Union receives a copy of the NOPP. The Employer shall respond within fifteen (15) working days from the Employer's receipt of the NOPP and a copy of the response shall be sent to the Union. Should the response not be satisfactory to the employee and the Union, a grievance must be entered at Step Two under Rule 14.01 within fifteen (15) calendar days after the NOPP response is due or received, whichever is earlier.

14.05 Written grievances at Steps One through Four shall be processed on forms provided by the Employer and shall, at all levels of the grievance procedure, cite specific Rules alleged to have been violated, and shall contain, as a minimum, sufficient information to determine the issues and relief sought. All time limits expressed herein may be extended by mutual agreement of the parties, but it is understood that time is of the essence and that grievances not timely appealed are considered moot.

14.06 There shall be no strikes, lockouts, { XE "strikes, lockouts" } sympathy strikes, slowdowns or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement. Notwithstanding this, however, no Engineer working under this Agreement shall be required to board any vessel of the Employer which is being picketed by any union in connection with a lawful primary strike sanctioned by the District Treasurer of the District #1, MEBA.

**RULE 15{ TC "Rule 15 - Working Conditions" \f C \l "1" }
WORKING CONDITIONS{ XE "working conditions" }**

15.01 Licensed Engineers shall not paint, chip, scale, clean or polish bright work, or do any clean-up work in the engine department or any other work customarily assigned to unlicensed personnel. Welding, burning and asbestos work shall be accomplished as directed by the Chief Engineer or designee.

15.02 In addition to the straight-time rate of pay, the penalty rate shall be paid to Licensed Engineer Officers, with a minimum of one (1) hour, for the following:

(A) burning or welding outside of the machinery spaces when a vessel is in operation, except as directly required in connection with the Engineers' duties for the maintenance and repair of the vessel's machinery or piping;

(B) all work performed physically below floor plates;

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

(D) repair work on refrigerating units that are not part of the vessel's equipment or property of the State;

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

(F) when required to wear special protective clothing consistent with the Alaska Marine Highway System's policy and procedure on asbestos removal and repair.

15.03 If the Engineer Officer is on overtime{ XE "pay:overtime" }, the overtime rate will apply plus the penalty rate.

15.04 When a Licensed Engineer Officer is assigned a watch{ XE "pay:watch" } on a vessel in operation, he or she shall not be required to perform repair work as in 15.02 except that work which is necessary to keep the ship in operation or work as may be necessary due to a mechanical failure which would affect the safety of the ship, passengers or crewmembers.

Engineers on watch shall not be required to perform duties away from the confines of the engine room casings while the vessel is underway. Engineers shall not be required to perform duties other than those necessary for the proper operation and maintenance of the vessel's auxiliary and main propulsion units. All pumps, winches, steering units, lines, sanitary and heating systems, refrigeration units and other mechanical or electrical equipment normally falling under the cognizance of the Chief Engineer shall be classed as vessel's auxiliaries. The Engineers are charged with the operation and maintenance of all vessel's mechanical and electrical equipment as normally performed by Licensed Engineers on merchant ships.

15.05 In the Southeast System on the COLUMBIA Class vessels, the First Assistant Engineer position is that of a nonwatchstander{ XE "pay:nonwatchstander" }. He or she will be used whenever possible as determined by the Chief Engineer to break in new Engineers or to fill in for a watchstanding Engineer who has become ill or injured after reporting for his or her duty tour.

15.06 The Employer will continue to furnish washing machines and dryers for the Engineer Officers in the engine room and will continue to replace parts of, or worn-out, washing machines and dryers.

15.07 The Employer will provide an Observing Billet on a space-available basis with the approval of the System Director of the Alaska Marine Highway System, or designee and the Union, limited to one Engineer at a time (no pay involved).

15.08 INDEMNIFICATION.{ TC "15.08 - Indemnification" \f C \l "2" }{ XE "indemnification" }

Upon request, the Employer agrees to provide for the legal defense of a Licensed Engineer in any civil action brought against the Engineer Officer as the result of the Engineer's performance of or failure to perform his or her duties and to indemnify and hold harmless such Engineer from any judgment levied against him or her in any such civil action, subject to the following conditions:

If the Employer determines that the Engineer is guilty of willful misconduct, the Employer shall notify the Engineer of this determination. The Engineer may then obtain legal

representation of his or her choosing and at his or her expense, and may bring the Employer into the action as third-party defendant.

If it is determined by the court that the Engineer is not guilty of willful misconduct, the Employer shall indemnify the Engineer for all costs and for actual attorney's fees stemming from the action, as well as for any judgment rendered against the Engineer. If it is determined by the court that the Engineer is guilty of willful misconduct, the Engineer shall bear the costs and attorney's fees, as well as any judgment rendered against him or her.

The Engineer must request, in writing and within ten (10) days of the service of the Summons and Complaint on the Engineer, that the Employer provide the legal defense services available under this Rule. The submission date of the Engineer's request shall be established by its postmark. Failure to submit a written request within the required ten (10) days shall relieve the Employer of any obligation under this Rule. The Employer shall select which attorney will represent the Engineer, and if the Engineer objects to the attorney selected by the Employer, he or she may obtain his or her attorney, at his or her own expense.

15.09 The Employer shall provide license insurance{ XE "license:insurance" } for all permanent Engineer Officers.

RULE 16{ TC "Rule 16 - Shipyard and Terminal Work" \f C \l "1" }
SHIPYARD AND TERMINAL WORK{ XE "shipyard and terminal work" }

16.01 When vessels are tied up and watches are broken such as at a shipyard or tie-up terminal, the regular Engineer Officers shall work a forty-two (42) hour workweek{ XE "workweek" }. During such periods, Engineers shall be paid for the first forty-two (42) hours of work at the straight-time rate and Rule 25 shall apply. Provisions of 15.02(B) and (C) will still apply.

16.02 Engineers working on a vessel while in shipyard or at the Employer's tie-up{ XE "pay:tie up" } repair terminal shall work on the basis of eight and four-tenths (8.4) hours per day or five (5) days of forty-two (42) hours per week. When changing from shipyard workweeks to running time workweeks, the hours concerned shall be combined only for the purpose of establishing minimum pay requirements within the regular pay period.

Engineer Officers are entitled to a fifteen (15) minute period at the time of completion of the shift for clean-up.

16.03 All time worked in excess of eight and four-tenths (8.4) hours per day or five (5) days, forty-two (42) hours a week, shall be paid at the overtime rate{ XE "pay:overtime" }.

16.04 { XE "pay:watch" } All running time on ship's watch time to bring vessel to tie-up or repair terminal or return from shipyard or repair terminal shall be paid on the twelve (12) hour day basis. The change of work schedules from ship's watch time to straight eight and four-tenths (8.4) hour days shall occur at the nearest noon or midnight that the vessel leaves or enters service.

16.05 Holiday pay{ XE "pay:holiday" } while in the shipyards will be at the rate of twelve (12) hours.

16.06 All two (2) week or special working arrangements are automatically cancelled when the ship is covered by this Rule.

16.07 In recognition of the work restrictions which have been removed from this Rule, the Employer agrees that prior to establishing the annual winter maintenance program, it will actively solicit, and give due consideration to input from its Licensed Engineer Officers. The Employer shall notify and invite the lead Chief Engineer from the vessel and an authorized Union representative{ XE "union:representative" } to all major maintenance planning meetings for that vessel. The Union may request that additional ship's Engineer Officers be invited subject to approval by the System Director or designee.

In establishing its winter maintenance{ XE "winter maintenance" } schedule, the Employer will utilize its Engineer Officers to perform maintenance/repair work to the fullest extent after considering cost effectiveness, time constraints and the advantages of using its own Engineer Officers. This subsection (16.07) is not subject to Rule 14.01, Step Four.

16.08

(A) The minimum manning{ XE "manning levels" } levels of licensed engineers assigned to a vessel in maintenance status, when licensed engineers are assigned to the vessel for repair work, shall be no less than as follows:

<u>M/V COLUMBIA CLASS</u>	
One (1) each	Chief Engineer
Two (2) each	First Assistant Engineer
Two (2) each	Second Assistant Engineer
<u>M/V LE CONTE CLASS</u>	
One (1) each	Chief Engineer
One (1) each	First Assistant Engineer
Two (2) each	Second Assistant Engineer

(B) The M/V TUSTUMENA and M/V BARTLETT shall have no less than the manning levels as worked in the 1985-1986 annual maintenance period for each vessel.

(C) To facilitate repairs unlicensed personnel as determined by management may be assigned to vessels in maintenance status. This subsection [16.08(c)] is not subject to Rule 14.

16.09 In addition to the above manning levels, the Employer agrees to use Engineer Officers who have been issued a permanent MEBA dispatch to the employer, to stand vessel engineering security watches{ XE "security watches" }, when such watches are required, or otherwise established by Alaska Marine Highway System. If no current Alaska Marine Highway System employees are available, the employer will make temporary job calls to the Union to fill any engineering security watch vacancies, who will be paid at the M/V COLUMBIA class, third assistant engineer rate. The parties agree that on a weekly basis there would be a maximum need for one hundred and twenty-eight (128) hours security coverage. Licensed engineers assigned to security watches may be scheduled to work hours other than as specified in Rule 16 of the current agreement, but will be paid overtime for hours worked in excess of forty-two (42). Accordingly, there would be no more than three (3) security watch engineers required on any given vessel.

16.10 Effective January 1, 2005, the AMHS will set the full time year round equivalent licensed engineering positions at seventy-seven point five (77.5). Effective January 1, 2006, the full time year round equivalent licensed engineering positions will be seventy-two point five (72.5) and effective January 1, 2007, the full time year round equivalent licensed engineering positions will be sixty-seven point five (67.5). In the event the Union has cause to believe that the proper level of positions is not being maintained, they may pursue a resolution of the question by filing a grievance at the Step Two level in order to expedite a timely resolution of such dispute. In the event the initiating conditions of Rule 35 are not met the parties will meet and negotiate on this Rule.

**RULE 17{ TC "Rule 17 -Southeast Pay Plan" \f C \l "1" }
SOUTHEAST PAY PLAN{ XE "pay:southeast pay plan" }**

17.01

(A) Basic Schedule{ XE "pay:basic schedule - chief engineers" } - Chief Engineers, effective July 1, 2004:

<u>Monthly</u> <u>(182 hours)</u>	<u>Biweekly</u> <u>(84 hours)</u>	<u>Straight-Time</u> <u>Hourly</u>	<u>Overtime</u> <u>Hourly</u>
\$6,082.44	\$2,807.28	\$33.42	\$50.13

(B) Nonwatch Pay. { XE "pay:nonwatch" }In addition to the above, a Chief Engineer shall receive \$585.80(Effective July 1, 2005, this amount shall increase to \$620.95. Effective July 1, 2006, this amount shall increase to \$658.21.) per pay period as nonwatch pay in lieu of all overtime, for vessel arrival and departure to port, repair and breakdown callout, while vessel is in operation, and he or she is in a work status. When a Chief Engineer is working on a vessel not in operation, he or she is not entitled to nonwatch pay, but is eligible for overtime per Rule 16.03.

(C) Basic Schedule - Assistant Engineers effective July 1, 2004:

<u>Monthly</u> <u>Job Classification</u>	<u>Biweekly</u> <u>(182 Hrs.)</u>	<u>(84 Hrs.)</u>	<u>Straight time</u>	<u>Overtime</u>
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Firsts				\$5,239.78
Thirds	\$4,593.68	\$2120.16	\$25.24	\$37.86

17.02 COST-OF-LIVING DIFFERENTIAL FOR ALASKA RESIDENTS. { TC "17.02 - Cost-Of-Living Differential For Alaska Residents" \f C \l "2" }{ XE "pay:COLD" }{ XE "cost of living differential" }

(A) Pursuant to AS 23.40.210, as part of the basic pay provided in 17.01 and for pension purposes effective April 1, 1988, but not to be included in computing an hourly wage rate, those Engineers who are residents of Alaska shall receive a cost-of-living differential for each pay period they are in pay status according to the following schedule:

CHIEF ENGINEERS

\$519.32 Per Pay Period in Pay Status

ASSISTANT ENGINEERS

<u>Job Classification</u>	<u>Per Pay Period in Pay Status</u>
Firsts	\$447.68
Seconds	\$418.02
Thirds	\$392.11

(B) Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington.

An employee establishes eligibility for COLD payments by establishing and maintaining his or her primary place of abode within the State.

An employee working in a pay period in which the employee has also worked in a classification covered by another labor agreement will have COLD payments subtracted from the COLD due under Rule 17.02. The total COLD compensation received from the two work assignments, combined, in the same pay period may not exceed the total amount that the employee could have otherwise received under Rule 17.02.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when he or she relocates his or her principal place of abode in a manner which affects eligibility for COLD.

17.03 One Chief Engineer aboard each vessel shall be designated as the "Lead Chief," and shall be responsible for additional duties{ XE "pay:additional duties" } as prescribed by the Employer and shall be compensated for these additional duties at the rate of one hundred dollars (\$100.00) per pay period.

17.04 Overpayment(s){ XE "overpayments" } discovered after two (2) years from the time the overpayment was made shall be forgiven by the Employer, unless the overpayment was the result of employee fraud, deception or negligence.

17.05

The straight time hourly rate of pay, COLD and Nonwatch in effect on July 1, 2004 shall increase by six percent (6%) effective July 1, 2005.

The straight time hourly rate pay COLD and Nonwatch in effect on July 1, 2005 shall increase by six percent (6%) effective July 1, 2006.

17.06 PAY PROBLEMS { TC "17.06 - Pay Problems" \f C \l "2" }{ XE "pay:problems" }Any dispute by an employee alleging an error in his or her paycheck shall be brought to the attention of the Employer on the Employee "Notice of Pay Problem" (NOPP) forms. Filing of the NOPP does not waive the filing requirements of the grievance procedure as set out in Rule 14.

17.07 PAY PROCEDURES. { TC "17.07 - Pay Procedures" \f C \l "2" }{ XE "pay:procedures" }

(A) The Employer may convert to a semi-monthly pay system and paydays and procedures shall be established accordingly. The semi-monthly pay system will be implemented fleetwide only after a working test on an operating vessel in the Southeast System. The test period shall be two months (four pay periods as defined herein). Upon mutual agreement between the State

and the Licensed Division, District #1 PCD MEBA that the semi-monthly pay system is operational, the system shall be implemented fleetwide.

During the test period the Employer shall be held free of any penalty pay or punitive measures as the result of operating the test except as follows:

(1) If the employee fails to receive their termination check or regular paycheck on payday or within twenty-four (24) hours of payday, late pay penalties shall not apply unless the Employer fails to pay within seven (7) calendar days following the date the employee files notice with the Employer on the form provided by the Employer. Date of postmark shall constitute date of pay.

(2) The penalty pay provision of (E)(3), below, shall apply to pay shortages which occur during the test period.

(3) These provisions shall apply only to the test vessel.

Upon fleetwide implementation the following provisions shall become effective. Until such implementation, the pay system in effect in the prior agreements shall remain in effect.

The parties acknowledge that the change to a semi-monthly payroll system is procedural in nature and is made for the administrative convenience of the Employer. It is not intended to change or modify any rights of either party. Nothing in this Rule 17.07 nor in the change from a two week "pay period" to a two week "work period" shall be construed to modify or reduce any basic wages, minimum guarantee, other compensation or benefits.

The parties recognize that all references to "pay period" in the agreement will be adjusted as necessary to reflect the differentiation between pay period and work period established by these amendments to Rules 17 and 25. Where necessary, various pay types formerly based on twenty-six two week pay periods will be adjusted to reflect payment in 24 semi-monthly pay periods for those pay types not contingent upon work or vessel status or in twenty-six work periods for those pay types contingent upon work or vessel status.

(B) Pay Periods. { XE "pay:periods" } Pay periods shall be the first through the fifteenth day of each month (first pay period) and the sixteenth through the last day of each month (second pay period). Pay for the first pay period of each month shall be issued on the last day of that month. Pay for the second pay period of each month shall be issued on the fifteenth of the following month.

(C) Payday. { XE "pay:payday" } Payday shall be the fifteenth (15th) and last days of each month. If the fifteenth day of the month or last day of the month falls on a Saturday, Sunday or holiday, then the last working day before such Saturday, Sunday or holiday shall be the payday.

(D) Method of Receiving Payment: { XE "pay:receiving" }

(1) Employees shall normally receive their pay at the Marine Highway System office in Juneau, Alaska. In the event an employee is on vacation or for other reasons will not be in work status for a period longer than one work period, it shall be the employee's responsibility to make paycheck delivery arrangements prior to departure.

(2) Employees may elect in writing to have their paychecks mailed to their homes or banks.

(3) Itemized Deductions; The Employer shall itemize all deductions on paychecks so all bargaining unit members can clearly determine the purpose for which amounts have been withheld.

(E) Pay Procedures:{ XE "pay:procedures" }

(1) Paychecks received at the Marine Highway office shall be considered timely if received by 12:00 midnight on payday.

(2) Mailed paychecks shall be considered timely if postmarked three days prior to payday. If the Employer must stop payment and reissue a check, the check shall be considered timely if mailed or delivered within four (4) days of Employer receipt of an Employee Notice of Pay problem form, in which case penalty pay shall not apply.

(3) If the employee who elects to receive a paycheck at home or at work does not receive the paycheck on payday or within twenty-four (24) hours of the close of business on payday, the employee shall be entitled to penalty pay{ XE "pay:penalty pay" } of forty dollars (\$40.00) for every day thereafter that the check is late, provided the employee files notice with the Employer within the next regular day of business on forms provided by the Employer. The Employer shall provide an adequate supply of forms to each vessel and all terminal offices. Failure to provide notice to the Employer within the specified time period will forfeit claim for penalty pay until such notice is given. Employees who have their checks mailed to their banks shall be entitled to penalty pay only from the date of written complaint to the Employer.

(4) Pay Shortages. Pay shortages shall be paid after receipt and verification of the employee's complaint in accordance with Section 3 above, and no later than fifteen (15) days after verification of a written complaint submitted on forms provided by the State. If not paid within the prescribed period, the penalties set forth in Section 3 above shall apply for any verified pay shortages greater than one hundred dollars (\$100.00). Shortages of less than one hundred dollars (\$100.00) shall be paid on the next regular payday.

(5) No payment of penalty pay on a single claim shall exceed forty dollars (\$40.00) per day nor total more than four hundred dollars (\$400.00).

RULE 18{ TC "Rule 18 - Hours" \f C \l "1" }
HOURS{ XE "hours" }

18.01 Twelve (12) hours shall constitute a day's work for watchstanders. The daily hours for watchstanders shall be divided into sea watches of six (6) hours on duty followed by six (6) hours off duty. The Chief Engineer shall be a nonwatchstanding officer. Nonwatchstanding Engineer Officers shall work a twelve (12) hour day from 0600 to 1800 hours within which a one (1) half-hour break for lunch and two (2) fifteen (15) minute coffee breaks shall occur.

RULE 19{ TC "Rule 19 - Monthly Work" \f C \l "1" }
MONTHLY WORK{ XE "monthly work" }

19.01 Two (2) complete crews shall be assigned to each vessel with the workdays divided evenly during each year between the two (2) crews as nearly as practicable. Each crew will work one (1) week [seven (7) consecutive days] followed by one (1) week off duty with the alternate crew relieving.

19.02 If mutually agreed upon by two (2) Engineers in grade, they may work fourteen (14) days on, followed by fourteen (14) days off, provided they obtain the written approval of the System Director, or designee, and the Union, and the Chief Engineers are informed.

19.03 It is understood that there shall be no overtime because either Engineer does not fulfill his part of the schedule while the vessel is on the run and this fourteen (14) day schedule is in effect.

**RULE 20{ TC "Rule 20 - Emergency Service" \f C \l "1" }
EMERGENCY SERVICE{ XE "emergency service" }**

20.01 Emergency service such as collision, breakdown, standing to and rendering aid to another vessel or parties in distress and lifesaving shall not be considered overtime. The additional hourage 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 Engineer Officers held over on duty. Breakdown shall be defined as rendering vessel dead in the water or loss of main propulsion.

**RULE 21{ TC "Rule 21 - Late Arrival" \f C \l "1" }
LATE ARRIVAL{ XE "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 arrival at change ports, such delay shall be termed a "Late Arrival." Scheduled time of arrival shall be one (1) hour before the published departure time from each port. The hours involved in such delays shall be determined by the Deck Log. Total hours shall be calculated from the scheduled time of arrival.

21.02 Personnel scheduled to be relieved at their change port will be paid the 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 shall be paid on the basis of one-half (1/2) the delay 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. When the delay totals an odd number of hours, the odd hour will be regarded as overtime.

(C) The foregoing applies to delays of twelve (12) hours or less. Delays over twelve (12) hours will be handled under regular callback or overtime rules for the entire Late Arrival.

21.03 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 22.03 will apply.

**RULE 22{ TC "Rule 22 - Overtime" \f C \l "1" }
OVERTIME{ XE "overtime" }{ XE "pay:overtime" }**

22.01 The overtime rate shall be one and one-half (1-1/2) times the straight-time hourly rate.

(A) Engineer Officers working one (1) week on one (1) week off schedule shall receive overtime for work in excess of eighty-four (84) hours of work.

(B) Engineer Officers working two (2) week on two (2) week off schedule shall receive overtime for work in excess of one hundred and sixty-eight (168) hours of work.

22.02 If a Licensed Engineer is called out after completing his or her normal workday, he or she shall be paid a minimum of two (2) hours at the overtime rate.

22.03 In case an Engineer is called out after completing his or her week(s) off, he or she is to receive one day's pay at the overtime rate. Following the first day of callback, each watch stood until the start of the Engineer's regular workweek shall be at the overtime rate. This minimum does not apply when there is a schedule change or a change in change ports. In these cases, he or she will start the work week with the standard six (6) hours at overtime. The Employer and the Union shall make every effort to prevent Engineer Officers from working their assigned week off due to the Engineer's opposite being sick or injured.

22.04 The penalty rate shall be thirteen dollars \$13.00 per hour effective July 1, 2000.

22.05 Premium pay shall not be pyramided (overtime will not be compounded).

22.06 In the event an Engineer Officer's overtime or penalty time is disputed for any reason, the Employer will furnish the Engineer Officer a copy of the timesheet involved.

22.07 Extend LOA 98-B-256 (Appendix A).

**RULE 23{ TC "Rule 23 - Leave" \f C \l "1" }
LEAVE{ XE "leave" }**

23.01 PERSONAL LEAVE { TC "23.01 - Personal Leave" \f C \l "2" }{ XE "leave:personal" }

(A) Conversion of Accrued Annual and Sick Leave to Personal Leave: All Regularly Assigned and Vacation Relief Engineers on the payroll as of April 1, 1989, and thereafter employees permanently transferring from other vessel bargaining units who have accrued annual and sick leave shall have the entire annual leave balance and 40 percent of their sick leave balance as of March 31, 1989, converted to the employee's personal leave account except as specified in 23.07 below.

(B) Personal leave shall accrue{ XE "leave:accrual" } according to the following schedule:

<u>Years of Continuous Service</u>	<u>Personal Leave Accrual (Hours/Year)</u>
1 but less than 2	188
2 but less than 3	250
3 but less than 4	318
4 but less than 5	390
5 but less than 7	468
7 but less than 10	551
more than 10	638

(C) Eligibility for Accrual. Eligibility for personal leave accrual shall commence once the Engineer Officer has accumulated two thousand one hundred eighty-four (2,184) straight-time hours of compensation. The Engineer Officer 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 Engineer Officer will be credited with one hundred and eighty-eight (188) hours personal leave. Personal Leave in successive years shall be at rate shown in Rule 23.01 (B).

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

Once eligible for personal leave accrual, an Engineer Officer will be credited with one-thirteenth (1/13) of the year's [twenty-six (26) pay periods] personal leave accrual during each calendar month in which he or she is compensated for a minimum of eighty-four (84) straight-time hours. An Engineer Officer's leave anniversary date will be adjusted forward one (1) month for each calendar month that he or she does not receive personal leave credit.

(D) Cash Out: { XE "leave:cash out" } Engineer Officers covered by this section who have personal leave balances of at least one hundred and sixty-eight (168) hours shall be permitted to cash out one hundred and sixty-eight (168) hours of personal leave per calendar year when mutually agreed to by the Union and the Employer. The Engineer Officer's personal leave balance shall be reduced by the number of hours for which payment is made, but shall not be counted as personal leave used. Cost of living differential (COLD) will be paid on cash-ins except that COLD will not be duplicated for any period.

23.02 LEAVE SCHEDULING.{ TC "23.02 - Leave Scheduling" \f C \l "2" }{ XE "leave:scheduling" }

Personal Leave shall be taken as scheduled following notification by the Leave Scheduling Committee and the System Director, Alaska Marine Highway System, or designee working in unison to arrive at the individual's Personal Leave dates. This program will provide Vacation Relief Engineers who shall have a schedule and relieve for vacations throughout the year, and shall not be removed from their vacation relieving schedule unless they are ill. However, during the annual overhaul period Vacation Relief Engineers must contact an active Leave Scheduling Committee representative of the Union and the State no later than seven (7) days prior to returning to work from leave. It is recognized that Vacation Relief Engineers may be reassigned from the first day to the seventh day following the actual date of the end of the approved vacation. Management reserves the right of final approval for all personal leave requests.

Engineer Officers desiring to take personal leave not scheduled by the Leave Scheduling Committee including but not limited to those reasons specified in 23.06, must contact a Union dispatch office and one of the two employer representatives on the Leave Scheduling Committee to have such leave approved.

23.03 LEAVE SCHEDULING COMMITTEE{ TC "23.03 - Leave Scheduling Committee" \f C \l "2" }

(A) The Leave Scheduling Committee will consist of a chairperson, co-chairperson, and four (4) committee members. The co-chairperson will become the chairperson the following year. The Union will select a chairperson and a co-chairperson. The other four (4) committee members will be selected by the Union from those vessels in for the annual yard period. The System Director, Alaska Marine Highway System, will designate up to two (2) Employer representatives to serve as full members of the Leave Scheduling Committee in addition to those committee members selected by the Union.

(B) Allocation of vacation for this program will be based on Time in Grade seniority.

(C) The Port Engineer's office will be consulted concerning the schedules and the number of relief positions required. The System Director shall have final approval of the vacation schedules and number of relief positions required. Leave shall not be unreasonably denied.

(D) Those Engineers who participated on the Leave Scheduling Committee are to receive pay on the basis of one (1) day's pay for each day served when not on the payroll. The rate of pay shall be at the Engineer's regularly assigned classification. The Leave Scheduling Committee shall meet in part or in whole as frequently as necessary to adjust the operational changes. The frequency and nature of these meetings shall be mutually agreed to by the Union and the System Director, Alaska Marine Highway System, or designee.

(E) During periods of layup of vessels, Engineer Officers with greater amounts of usable personal leave may be directed by the Leave Scheduling Committee to utilize this time in order to permit other Alaska Marine Highway System Engineer Officers to remain working. In their effort to accomplish this goal, the Leave Scheduling Committee may not involuntarily reduce an Engineer Officers personal leave balance below 546 hours for SE & Port Engineers, 720 hours for Tustemena, 1080 hours for Bartlett, or 90 "A" days for Kennicott. Any additional time scheduled off must conform to the engineers existing working schedule and change port.

In the event an Engineer Officer volunteers to have their personal leave or "A" day balance reduced below this level, he/she must submit a letter to the chairperson of the Leave Committee stating how many hours or "A" days they are willing to have their balance reduced to.

23.04 VACATION RELIEF ENGINEERS.{ TC "23.04 - Vacation Relief Engineers" \f C \l "2" }X
XE "leave:vacation relief engineers" }

(A) The Vacation Relief Engineer's work assignments shall be as prescribed by the Leave Scheduling Committee. Vacation Relief Engineers will be designated as: Vacation Relief Chief Engineer, Vacation Relief First Assistant Engineer and Vacation Relief Second Assistant Engineer.

(B) When a Vacation Relief Engineer Officer is working in his or her regularly assigned job classification, or is working a temporary downgrade, he or she will be paid at the pay rate of his or her regularly assigned job classification. When a Vacation Relief Engineer Officer is temporarily working in a higher classification (i.e., First Assistant working as a Chief), he or she will be paid the eighty-four (84) hour [or one hundred sixty-eight (168) straight-time hour] base pay rate per assignment, and all other hours earned during the pay period at the rate of pay for the job classification he or she is working.

23.05 PERSONAL LEAVE PAYRATE. { XE "leave:personal" }{ TC "23.05 - Personal Leave Payrate" \f C \l "2" }Regularly Assigned and Vacation Relief Engineers shall be paid for vacation at the rate of their regular assignment. Regularly Assigned Engineers who are working in a temporary upgrade position shall be paid for personal leave at the rate no less than their regularly assigned position or at the rate of the classification the engineer worked for the majority of the preceding year. Vacation Relief Engineers shall be paid for vacation at the rate of the highest rating he or she has relieved in accord with Rule 23.04 when such relief work constituted more than 50 percent of all straight-time hours of work performed within the calendar year the vacation is to be taken. Temporary Relief Engineers shall be paid for vacation at the rate of the classification in which the Engineer worked. (If more than one [1] classification was worked, the Temporary Relief Engineer shall receive the rate of pay on which the majority of his or her time during the last year was worked.) Minimum guarantee and holiday pay entitlements shall not be affected by vacation.

23.06 PERSONAL LEAVE USAGE{ TC "23.06 - Personal Leave Usage" \f C \l "2" }X
XE "leave:use" }

(A) In addition to scheduled vacation, personal leave may be claimed for the following:

1. Illness{ XE "leave:illness" } or injury which incapacitates any Engineer Officer to the extent that the Engineer is unable to perform assigned work. The Engineer Officer shall notify the Employer of incapacitating illness or injury at the earliest possible time so that arrangements for a Relief Engineer Officer may be made.

2. Illness or disability within the Engineer Officer's immediate family which requires the attendance of the Engineer at the direction of a physician. Such absences shall in all instances be supported by physician's certificate.

3. Funeral{ XE "leave:funeral" } attendance of deaths in the family to the maximum of eighty-four (84) hours. "Immediate family" is defined as father, mother, husband, wife, sons, daughters, brother, sister, grandchildren, grandparents, father-in-law, and mother-in-law. It shall be the Engineer's responsibility to provide evidence of such attendance.

4. Pregnancy and/or childbirth for an Engineer Officer. Claims for personal leave submitted for these reasons shall be treated in the same manner as are any other personal leave claims. If a medical doctor certifies the father's presence is necessary, the leave provisions as above shall be applicable to him also.

5. Nonwar Military Duty Absence and Payment.{ XE "leave:nonwar" } An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the U.S. Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty as distinguished from active duty, with troops or at field exercises, or for instruction, or under direct military contact in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning January 16 and ending January 15.

An employee on personal leave shall not go on military leave without returning to duty unless military leave is approved prior to commencement of personal leave.

6. Upon application by the MEBA Branch Agent to the Director of Personnel/EEO, an employee may be granted leave without pay{ XE "leave:without pay" } for purposes of serving as an official of MEBA provided that such leave, if approved, shall be not less than three (3) months. Approval of such leave shall not be unreasonably withheld.

7. Exempt and Partially-Exempt Appointments. Upon application and approval of the appointing authority, a permanent employee may be granted a leave of absence without pay for purposes of accepting an exempt or partially-exempt position.

(B) All Engineer Officers contemplating taking leave without pay to attend MEBA schools shall request such time on the appropriate form to be turned in to the System Director, Alaska Marine Highway System, or designee.

(C) Engineer Officers who are assigned to the M/V Kennicott and are eligible to accrue Southeast "A" days may request that their Southeast or Southwest personal leave be converted to Southeast "A" days using the conversion factor listed below. Conversions will be done on a pay period basis as needed to complete the pay period.

SOUTHEAST "A" DAY/SOUTHEAST PERSONAL LEAVE CONVERSION:

Continuous	Conversion Factor
1 but less than 2	1.094
2 but less than 3	1.129
3 but less than 4	1.170
4 but less than 5	1.217
5 but less than 7	1.272
7 but less than 10	1.337
more than 10	1.412

SOUTHEAST "A" DAY/SOUTHWEST PERSONAL LEAVE CONVERSION:

Conversion factor 1.941

23.07 UNION BUSINESS LEAVE BANK.{ TC "23.07 - Union Business Leave Bank" \f C \l "2" }{ XE "leave:union business" }

(A) The Union Business Leave Bank (UBLB) will be maintained as a dollar amount by the Employer and administered by the Union. The Union will be advised in writing upon request as to the balance of this account.

Withdrawal requests from the UBLB will be for purposes of contract negotiations and formulation, executive meetings, training sponsored by the Union, attendance at arbitration hearings as witnesses for the Union and other purposes as may be determined by the Branch Agent. Withdrawals from the account shall be made only by the Branch Agent of the Association or the Branch Agent's designee by initiating a request in writing to the System Director of the Alaska Marine Highway System. Withdrawals for employees using time off the job for Union business shall be at the hourly wage rate of the employee utilizing leave for Union business. Cash withdrawal requests by the Branch Agent must be approved by the System Director of the Alaska Marine Highway System, subject to the limitations stated above. All personal leave transferred to the UBLB is final and not recoverable for recredit to the individual donor's leave account. Use of the account for leave payment will not be duplicated if an employee is in a pay status with the Employer.

(B) The Employer shall pay into the Union Business Leave Bank (UBLB) fifty dollars (\$50.00) per month for each permanent Engineer Officer and Port Engineer, as defined in 26.01. Alternatively, a salary reduction of fifty-dollars (\$50.00) per month will take effect at the direction of the Union. The Employer shall remit to the Union on a monthly basis all such monies allocated to the UBLB, beginning on July 1, 2000.

(C) Any employee, at the employee's option, may transfer leave in increments of full days [twelve (12)] only to the bank. Donations, under this section [23.07 (c)], may be made at any time during the duration of the Agreement with no maximum limit of the number of increments of full days except that an employee may not transfer more increments of personal leave than are posted on the employee's personal leave balance at the time of authorization. The employee's leave balance will then be reduced by the hours of leave transferred after the conversion to dollars to the bank.

(D) The purposes listed in section (a) of this rule shall first be met through use of the UBLB. Should there be insufficient money available in the UBLB, the employee(s) shall then exhaust all their personal leave prior to applying for leave without pay for purposes of Union Business.

(E) The release of employees for Union business leave shall be handled on the same basis as release from duty for personal leave, except that such release shall not be unreasonably

withheld. However, the parties recognize that situations may develop when an employee cannot reasonably be released from work.

23.08 TERMINAL LEAVE.{ TC "23.08 - Terminal Leave" \f C \l "2" }{ XE "leave:terminal" }

(A) In case of an Engineer Officer terminating services at any time after the Officer has established eligibility for personal leave, the Engineer shall receive cash payment for whatever personal leave that Engineer has accrued at the point of termination.

(B) The payment authorized by this section is not considered salary or compensation except for purposes of taxation.

23.09 COURT LEAVE. { TC "23.09 - Court Leave" \f C \l "2" }{ XE "leave:court" }

(A) An Engineer Officer who is called to serve as a juror or is subpoenaed as a witness shall be entitled to court leave provided that he or she would have been working aboard a vessel of the Alaska Marine Highway System. Engineer Officers must notify the personnel section 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 which would be appropriate if the Engineer were on personal leave. To receive pay for court leave, the Engineer Officer 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, marshal's statement of attendance and compensation for service, per diem and travel.

(B) Engineer Officers 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 serve 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, Engineer Officers should submit a request for personal leave for the affected pay period(s) and accrual balance adjustments will be made when the verification documents are given to the Personnel Office of the AMHS.

(C) Seniority shall accrue while the Engineer Officer is on paid court leave for the time absent from work provided the Engineer Officer was eligible for dispatch based on his or her seniority.

23.10 FAMILY LEAVE { TC "23.10 - Family Leave" \f C \l "2" }{ XE "leave:family" }Employees shall be entitled to Family Leave pursuant to A.S. 23.10.540.

Family leave shall be charged to Personal Leave. If this is insufficient, family leave will be charged to leave without pay for the period of approved leave.

Family leave taken because of pregnancy and the birth of a child or the placement of a child, other than the employee's stepchild, with the employee for adoption shall be taken in a single block.

RULE 24{ TC "Rule 24 - Holidays" \f C \l "1" }
HOLIDAYS{ XE "holidays" }

24.01 The following holidays shall be recognized holidays: New Year's Day, Martin Luther King Jr. Day, 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 the State of Alaska.

Effective July 1, 1997, Lincoln's Birthday shall be considered a floating holiday. On the day of the holiday, each employee eligible for a holiday in accordance with Rule 24.04 shall have their personal leave account credited with one day of leave.

24.02 All holidays shall be given off with pay to Engineer Officers scheduled to work and if required to work, they shall be paid at the overtime rate.

24.03 All holidays will be paid at the twelve (12) hour rate. Engineer Officers required to work on a holiday on their assigned day off will be paid at the overtime rate for the actual hours worked. Assigned days off include the Engineer Officer's scheduled week off while on sea watches and his or her scheduled two (2) consecutive days off while at a shipyard or tie-up terminal as provided for in Rule 16. A holiday which occurs while the Engineer Officer is on Personal Leave and occurs within what would have been his or her normal work week shall be paid for the day at the straight-time rate and such hours will not be charged to Personal Leave.

24.04 An employee will be credited a holiday for pay purposes when said employee is in pay status within seven (7) days of the holiday, or, if scheduled to work two (2) weeks on and two (2) weeks off, the employee must be in pay status within fourteen (14) days of the holiday. To be an "employee" for this section, he or she must have been hired prior to the holiday and must not have been terminated before the holiday.

24.05 OBSERVANCE OF HOLIDAYS. { TC "24.05 - Observance of Holidays" \f C \l "2" } A designated holiday will normally be observed on the calendar day on which it falls, except when the holiday falls on Saturday, the holiday shall be observed on the preceding Friday, or if the holiday falls on Sunday, the holiday shall be observed on the following Monday.

RULE 25{ TC "Rule 25 - Minimum Guarantee" \f C \l "1" }
MINIMUM GUARANTEE{ XE "minimum guarantee" }

25.01

(A) All Regularly Assigned and Vacation Relief Engineer Officers shall receive in wages not less than eighty-four (84) times the employee's basic straight-time rate of hourly pay for the employee's regular assigned position for each two (2) week pay period. The overtime portion of pay for a holiday worked, the holiday pay (twelve [12] straight-time hours) for a holiday which falls on the employee's scheduled time off and Employer authorized hours worked beyond the basic twelve (12) hour straight-time day, are the only three (3) forms of pay not included in calculating the Employer's monetary liability in this Rule.

(B) Those Engineer Officers who work two (2) consecutive weeks will have the eligible hours of work (as in (A) above) combined for the two (2) week assignment in computing a minimum guarantee of one hundred and sixty-eight (168) times their basic straight-time pay. This subsection (25.01) (b) shall not diminish the Vacation Relief Engineers minimum guarantee entitlement of one thousand and ninety-two (1,092) hours every six (6) calendar months.

(C) This Rule does not apply to Temporary Relief Engineers.

25.02 - MINIMUM GUARANTEE. { TC "25.02 - Minimum Guarantee" \f C \l "2" } Upon implementation of a semi-monthly pay system. Rule 25 is amended to read as follows:

25.02.01

(A) The normal work period for all Engineer Officers working regular assignments shall be a fourteen (14) day period consisting of eighty-four hours in pay status within a maximum of seven (7) working days and seven (7) consecutive days off.

(B) All Engineer Officers working assignments as part of the crews and all Vacation Relief Engineer Officers shall receive in wages not less than ninety-one (91) times the basic straight-time rate for each two pay period. The overtime portion of pay for a holiday worked, the holiday pay (twelve [12] straight-time hours) for a holiday which falls on the employee's scheduled time off, and Employer authorized hours worked beyond the basic twelve (12) hour straight-time day, are the only three (3) forms of pay not included in calculating the Employer's monetary liability in this Rule.

(C) Those Engineer Officers who work two (2) consecutive weeks will have the eligible hours of work (as in (A) above) combined for the two (2) week assignment in computing a minimum guarantee of one hundred and eighty-two (182) times their basic straight-time pay.

The above shall not apply to Temporary Relief Engineers called in excess of regular "Vacation Relief" Engineers.

The parties recognize that the levelized ninety-one (91) hour minimum guarantee will result from time to time in wage payments greater than or less than the wage payment for actual straight-time hours worked. Overtime, penalty rate, travel pay and premium pay shall normally be paid in the pay period earned. The Employer will audit pay records for each year and make necessary adjustments at the applicable rate for straight time hours worked in excess of 2,184 hours per year.

Nothing in the change from a two week "pay period" to a two week "work period" shall be construed to modify or reduce the minimum guarantee set out in Rule 25.

**RULE 26{ TC "Rule 26 - Seniority" \f C \l "1" }
SENIORITY{ XE "seniority" }**

26.01 Engineer Officers who have completed six (6) months of continuous service as a Regularly Assigned Engineer and/or a Vacation Relief Engineer shall establish seniority with the Employer and shall be placed on the Licensed Engineer Officers Seniority list commencing with the first day of employment as a Regularly Assigned Engineer or a Vacation Relief Engineer. Engineer Officers who are employed on the same date shall have their seniority determined by the date of registration.

26.02 There shall be two (2) separate seniority lists as follows: A Licensed Engineer Officers' Seniority List to be used in determining layoff, recall and other rights which affect all Engineer Officers and which shall show the seniority date established in 26.01, and a Time In Grade Seniority List which shall show the first date of regular assignment to the rating currently held by the licensed Engineer Officer. This list shall be used to determine lateral transfer rights to open positions, promotions or reductions in grade, and vacation preference.

26.03 The seniority lists shall be posted in a place accessible to those affected. They will be revised in June of each year and shall be open for correction for a period of seventy-five (75) days from the date of posting, upon presentation of proof of error in writing by any Engineer

Officer or designated representative. Any seniority date that is not protested within seventy-five (75) days from date of its first appearance on the seniority list(s) will not thereafter be subject to protest, except for correction of typographical error. The Union shall be furnished copies of such seniority lists.

26.04 Engineer Officers 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. All leaves of absence shall be with the mutual consent of the Employer and the Union. Time involved during each leave of absence shall not be accumulative in regards to total seniority time. Seniority credit held at time of leaving active service will remain static until return to active service. Therefore, leave of absence time shall not be used when computing continuous service for pass, vacation or sick leave benefit.

26.05 In reducing or increasing personnel the Licensed Engineer Officer's Seniority List shall govern. When layoffs become necessary, the last Engineer Officer hired shall be the first laid off. When Engineer Officers are called back to service, the last laid off shall be the first restored to work. When reductions in grade are necessitated, the Time in Grade Seniority Lists shall govern with the least senior Engineer Officer in a particular grade being the first reassigned downward. When an opening in the particular grade subsequently occurs the last reassigned downward shall be the first restored. Transfers between vessels or terminals and travel in exercising seniority retention rights will be at the Engineer Officer's expense and the overtime pay rules will not apply.

26.06 All Engineer Officers, other than those assigned to Vacation Relief and Temporary Reliefs, shall have a regularly assigned vessel and position. Vacation Reliefs shall be regularly assigned in the rating currently held. Engineer Officers in excess of those required will be assigned as Temporary Reliefs.

26.07

(A) When a Regularly Assigned Position becomes vacant it shall be posted onboard each vessel and at terminals for a period of thirty (30) calendar days, seventy-five (75) days if vessel is in lay-up status. No bid shall be accepted after the closing of bids at the end of that thirtieth (30th) day. Relief personnel may be assigned to fill vacancies during the posting period.

(B) The position will first be offered to those Engineer Officers on the Time in Grade List for the same rating who have filed bids for transfer to that position on the basis of their seniority on that list. The position left vacant after all lateral transfers have been exhausted shall be filled by promotion from among those Engineer Officers who have entered a bid for such promotion on the basis of their seniority on the next lower Time in Grade Seniority List. The ultimate vacant position shall be filled in accordance with Rule 3, within 30 days of closing the bids.

(C) In the event that the Employer believes any Engineer Officer to be unacceptable for a position for which the Engineer Officer has submitted a bid or the Employer is exercising its right in Rule 26.08, the Employer may reject such Engineer Officer's bid if the Employer promptly notifies both the Union and the Engineer Officer involved (in writing) of the rejection, and of each and every reason relied upon by the Employer in rejecting the bid. Any Engineer Officer (except applicants for Chief and First Assistant vacancies) whose bid is so rejected shall have the absolute right to protest such rejection under the provisions of this Agreement relating to disputes, and in the event that the rejection is finally determined to have been without sufficient cause, such Engineer Officer shall immediately be accepted for the position for which he or she was rejected, and reimbursed for any salary that may have been lost due to such rejection.

26.08 The Employer agrees to establish a procedure whereby Engineer Officers will be given the opportunity to bid for transfers as well as promotion. However, nothing in this Rule shall be construed to deny the Employer's right to assign Engineer Officers to certain vessels or routes for legitimate business or managerial purposes. However, the System Director or designee, shall make every effort to assign personnel with regard to their preference of change port and working schedule. Chief Engineer and First Assistant Engineer selection shall be based on recommendations from the Senior Port Engineer and the Chief Engineers on board the vessel the vacancy exists. All recommendations shall be considered in making this decision.

26.09 Whenever an Engineer Officer who has established seniority with the Employer is transferred from a vessel to a management position or is elected or appointed to a full-time Union position, he or she shall continue to accrue seniority.

26.10 If an Engineer Officer resigns, or is dismissed for cause, or is unemployed with the System for a period of six (6) months since completion of an assignment, excluding sick leave other authorized leave of absence, all seniority benefits will cease. If reemployed, the Engineer Officer will be considered as a new hire and must begin again to establish seniority.

RULE 27{ TC "Rule 27 - Health and Welfare" \f C \l "1" }
HEALTH AND WELFARE

27.01 Health Insurance

The Employer shall provide a group health plan covering licensed Engineer Officers, their spouses and dependents. Such a plan shall maintain the level of coverage in effect for this bargaining unit on the date of signing this Agreement, until such 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.

Effective July 1, 2004 the Employer contribution to the health insurance plan shall be seven hundred forty-two dollars (742.00) per month per eligible employee.

- A. Effective July 1, for each year of this Agreement, the Employer health insurance contribution will increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current Select Benefits Default/Economy Plan.
- B. Eligible employees shall pay by payroll deduction any difference between the employer contribution and the total premium required to provide the health care coverage for the employee, spouse and dependents.

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.

27.02 (A)

27.03 { XE "health insurance:life" }The Employer shall continue to insure the life of every employee in the principal amount of two thousand dollars (\$2,000.00)/five thousand dollars (\$5,000.00) AD&D.

27.04 (A) In lieu of 27.01 through 27.03, for each day worked by a Temporary Relief Engineer except those for whom the Employer is otherwise providing a similar health plan, the Employer will pay a maximum of thirty-one dollars (\$31.00) per day, effective January 1, 2004, forty dollars (\$40.00) per day effective January 1, 2005, forty-one dollars and fifty cents (\$41.50) per day effective January 1, 2006, and forty-three dollars (\$43.00) per day effective January 1, 2007 to the plan designated by the MEBA.

(B) The Employer's sole obligation will be to transmit the monies required to the designated plan.

27.05

(A) Effective July 1, 2000, Engineers who retired with not less than five (5) years service from the Alaska Marine Highway System after July 1, 1983, their spouses and dependants who are provided Major Medical insurance shall be provided a self pay option for Dental, Vision and Audio coverage. All premiums will be collected by MEBA and forwarded to the Division of Retirement and Benefits on an annual basis. Information regarding coverage levels and claims submission procedures shall be provided to MEBA in a timely manner by the Division of Retirement and Benefits, Department of Administration. A one time four week open enrollment period will be provided effective July 1, 2000. MEBA agrees to enroll retirees in the DVA plan and provide eligibility information. MEBA agrees to notify the Division of Retirement and Benefits of any change in retiree status. MEBA and the covered retirees agree to comply with all provisions of the plan.

(B) MEBA members who are eligible for regular retirement under the MEBA Pension Trust, but who elect a lump sum payment rather than a monthly annuity shall be provided coverage as described above provided:

1. Retirees keep the State of Alaska, Division of Retirement and Benefits informed of their physical and mailing address and,
2. MEBA certifies to the State of Alaska Division of Retirement and Benefits that employees receiving a lump sum payment in lieu of regular monthly payments are eligible to retire under the MEBA Pension Trust.

**RULE 28{ TC "Rule 28 - Pensions" \f C \l "1" }
PENSIONS{ XE "pensions" }**

28.01 The Employer agrees that it shall remain a participant in the MEBA Pension Plan, and shall so remain throughout the life of the Agreement. To accomplish this the Employer shall make the contributions set forth herein to said Plan for all engineer Officers who may be in the services of the Employer.

28.02 The employer contributions to said Plan of six dollars and fifty cents (\$6.50) per day shall be made for each full-time Engineer Officer assigned to the Southeast system for two hundred and forty (240) days per year. A full-time Southeast Engineer Officer is one who is in pay status for two thousand and eighty (2,080) straight-time hours per calendar year. Contributions for all other Engineer Officers to said Plan shall be made on the basis of one (1) day's contribution (six dollars and fifty cents[\$6.50]) for each day in pay status.

Contributions as in this Section shall be transmitted to the MEBA "Plans" office to be allocated by the Union.

28.03 Employer contributions to the money purchase benefit shall be eighteen dollars and fifty cents (\$18.50) per day for two hundred and eighty (280) days per calendar year for full-time

Southeast System Engineer Officers and on the basis of one (1) day's contribution (eighteen dollars and fifty cents [\$18.50] for each day in a pay status for all other Engineer Officers.

28.04 At the Union's direction, the Employer's obligation to pay into the MPB Account for each Permanent Engineer Officer and Port Engineer will be reduced by Fifty Dollars (\$50.00) per month and such monies shall be used to fund the UBLB payment under Rule 23.07(B).

28.05

(A) { XE "pay:pension" } Pay types reported for pension wage calculation purposes are Regular time, personal leave, SE "A" days, business leave, holiday pay, court leave, minimum guarantee, late arrival military duty leave, miscellaneous regular pay, sick leave bank, travel pay, unearned wages and COLD. Effective January 1, 2000 the following pay types will be included and reported for pension calculation purposes; non watch, lead chief, penalty pay, and early call back pay. This applies to members who are actively employed on the date of ratification.

The Union will be responsible for resolving any disputes with the Plan Trustees regarding this section. Effective July 1, 2000.

(B) Pension calculations for the defined benefit portion of the plan shall be based on 110% of the base wages for all services under this agreement as a Licensed Engineer.

(C) The minimum monthly pension benefit (payable in the form of a single life annuity) shall be increased to eight hundred dollars (\$800.00) for all retirees (present and future) who have at least twenty (20) years of pension credit.

(D) The 55-year minimum retirement age under the MEBA Pension Trust Regulations is rescinded.

(E) The changes set forth in B, C, and D above are conditioned on the amendment of the MEBA pension Trust Regulations to implement such changes. The Employer has no responsibility under this Rule for the adoption of any such amendment and no liability if the regulations are not so amended. The Union will be responsible for resolving any disputes with the Plan Trustees regarding this section. This section (28.05) is not subject to grievance, and shall not cause the employer contribution to change and is included for information purposes only.

**RULE 29{ TC "Rule 29 - Sick Leave" \f C \l "1" }
SICK LEAVE{ XE "leave:sick" }**

29.01 TRANSFER OF ACCRUED SICK LEAVE { TC "29.01 - Transfer of Accrued Sick Leave" \f C \l "2" }

(A)

1) Bargaining Unit Sick Leave Bank.{ XE "leave:sick leave bank" } Sixty (60) percent of the dollar value of each Engineer Officer's accrued sick leave balance will be transferred to a bargaining unit wide sick leave bank which will be maintained by the Employer and administered by the MEBA. For purposes of this subsection "administered by the MEBA" shall mean the Union approves or disapproves payment from the sick leave bank for work missed by an Engineer Officer due to illness or injury. The Employer retains the right to determine if such absences are authorized or unauthorized according to its absentee control policy. This leave account may be used when any member is scheduled for work but is incapacitated due to an illness or injury. The MEBA will administer the sick leave account in prudent and responsible manner until exhaustion, but in no event will the Employer be

obligated to pay out more than seventy-five thousand dollars (\$75,000.00) in any six (6) month periods (January to June/July to December) under this Rule. In the event of the death of an Engineer Officer prior to retirement, and provided the BUSLB has sufficient funds to pay, the MEBA shall submit to the Employer a sick leave request equal to 60 percent of that Engineer Officer's original (as is July 1, 1989) sick leave balance less any sick leave used from the BUSLB by the officer after July 1, 1989, which was converted to personnel leave for payment to the Engineer Officer's beneficiary. Employees who cannot report to work because of an illness or injury, shall be individually responsible to apply to the MEBA for sick leave compensation. Such absences are subject to Employer verification.

(2) Personal Leave Account. { XE "leave:personal" }Forty (40) percent of the dollar value of each Engineer Officer's accrued sick leave balance will be transferred to the individual's annual leave account, the 10 percent deduction made per Rule 23.01 and thereafter shall be called PERSONAL LEAVE.

(B) When a doctor's certification{ XE "leave:doctors certification" } is requested by the Employer it must be presented prior to the Engineer's return to work or the absence will be regarded as unauthorized, unexcusable and subject to disciplinary action. The doctor's certification is to cover the period from the date the Engineer Officer became incapacitated until the date the Engineer Officer became fit for duty disregarding the Engineer's scheduled crew change date.

RULE 30{ TC "Rule 30 - Standard Dress" \f C \l "1" }
STANDARD DRESS{ XE "standard dress" }

30.01 All Licensed Engineer Officers will be required to wear white coveralls or clean starched and pressed khaki with tie at all times while on duty and, the Employer will pay a cash allowance of four hundred dollars (\$400.00) per annum to each Engineer Officer.

30.02 The above per annum payment will be increased to six hundred (\$600.00) if the Engineer Officer elects to wear the usual navy blue uniform while off duty aboard ship.

RULE 31{ TC "Rule 31 - Restrictions" \f C \l "1" }
RESTRICTIONS{ XE "restrictions" }

31.01 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 affect the Engineer Officers.

RULE 32{ TC "Rule 32 - Pass Privileges" \f C \l "1" }
PASS PRIVILEGES

32.01 Engineer Officers and MEBA Officials with two (2) years of company seniority as per Rule 26.01, will be issued annual passes upon request for the Engineer Officer/MEBA Official and his or her spouse, subject to the following:

(A) The Engineer Officer, Officer's dependents and personally-owned vehicle shall be authorized free transportation on a space-available basis only. Dependent children shall be eligible for pass privileges to age nineteen (19) years old or as a full-time student at an accredited university. See Rule 32.07 (A) for vehicle specification.

(B) The Engineer Officer's vehicle shall not travel on a pass while the Officer is on duty unless the vehicle is accompanying the Officer's dependent(s).

(C) Only two (2) personally-owned vehicle(s) may be listed and travel on an annual pass, unless otherwise authorized by the System Director, Alaska Marine Highway System.

(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 joyriding by the dependents or the Officer. Any contention or confirmation of a violation of this Rule will be made known to the Union at the earliest possible time. Should the Union fail to resolve the matter immediately, Rule 32.08 shall be initiated by the Employer.

(F) If an employee brings a vehicle other than a standard car or truck the employee will pay the difference between the standard car or truck price and the price of the larger vehicle.

32.02 Engineer Officers and/or their dependents traveling on passes will pay for all meals consumed and for berths, if used, at the prevailing prices paid by farepaying passengers. Meals will be taken in public dining areas and not in the crew mess.

32.03 Engineer Officers who retire from the Alaska Marine Highway System and are receiving a PERS or MEBA pension shall receive an annual pass for themselves, their spouse, dependents under nineteen (19) years of age, and for their personally-owned vehicle. Dependents of deceased Engineer Officers (whether retired or current) will continue to be eligible for pass privileges. A retired employee's vehicle must be registered and licensed appropriately.

32.04 All Engineer Officers who have established seniority with the Employer will be entitled to trip pass privileges.

32.05 If the date of travel on an approved pass does not correspond with the actual date of travel, the Engineer Officer and/or dependents involved must attempt to secure proper approval from the Juneau Headquarters Office. In emergency situations, if time precludes such approval before vessel departure, the Vessel Master can make a determination on pass validity or nonvalidity.

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

32.07 PERSONALLY-OWNED VEHICLE{ TC "32.07 - Personally-Owned Vehicle" \f C \l "2" }{ XE "personally-owned vehicle" }

(A) An Engineer Officer's personally-owned vehicle is defined as: a standard car or truck used as a daily or personal conveyance by the Officer, and any non commercial vehicle less than twenty three (23) feet in length. The vehicle must be registered in the Officer's name or an affidavit signed to the effect it will be registered in the Officer's name upon arrival in Alaska and that the vehicle is for the Officer's personal use and not intended for resale within a period of one year. Only two (2) personally-owned vehicle(s) may be listed on an annual pass. To have personally-owned vehicles shown on an annual pass they must be registered and licensed by the State of Alaska in accordance with State statutes.

(B) The System Director, Alaska Marine Highway System, will consider timely written requests for waiver of the provisions of Rule 32 on a case by case basis.

(C) At no time will an employee's vehicle be allowed to travel on pass if loss of revenue results.

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

1. Vehicle and trailer length will be determined as the connected length overall. The trailer must be towed by the vehicle listed on the employee's annual pass and shall not be allowed to be transported unaccompanied. First twenty three (23) feet will be allowed as free passage, any length over 23 feet will be based on current fare tariff in place for difference between the overall length and twenty three (23) feet of total connected length of trailer.
2. The fee charged does not provide confirmed reservations and transportation is still on a space available basis.
3. If trailer is transported in accordance with this rule the trailer must be licensed for highway use.

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

RULE 33{ TC "Rule 33 - Management Clause and Union Rights" \f C \l "1" }
MANAGEMENT CLAUSE AND UNION RIGHTS

33.01 Subject to the terms and conditions of this Agreement the Employer retains the right and duty to manage{ XE "management rights" } its business, including the right to adopt regulations governing the appearance, dress, conduct and work procedures of its Engineer Officers as are reasonably required to maintain safety, efficiency, quality of service and the confidence of the traveling public. The Union{ XE "union rights" } reserves the right to intercede on behalf of any Engineer Officer who feels aggrieved because of the exercise of this right and to process a grievance in accordance with Rule 14. The existence of this clause shall not preclude the resolution of any such grievance on its merits notwithstanding any procedural defects.

33.02 The Employer will not engage in activities, or assist or encourage Engineers not members of the Association in activities calculated to undermine the status of the union as the sole collective bargaining representative. The Employer will not attempt to influence or persuade any member of the Union to withdraw therefrom or to influence any Engineer Officer not to join. The Employer will not in any way attempt to interfere with the internal affairs of the Union.

RULE 34{ TC "Rule 34 - Discipline" \f C \l "1" }
DISCIPLINE{ XE "discipline" }

34.01 It is recognized the Employer has the right and duty to institute disciplinary actions against an Engineer who has committed an infraction of the Employer's policies, rules or regulations. Such disciplinary action is to be administered fairly and be commensurate with the offense committed by the Engineer.

34.02 Certain offenses shall be grounds for immediate discharge{ XE "discharge" } including but not limited to: drinking alcoholic beverages or illegal use of drugs on board during the Engineer's workweek, reporting to work under the influence, theft or willful destruction of State

property, insubordination, excessive absenteeism, falsifying records, leaving the vessel without being properly relieved or without permission of their department head.

34.03 Nothing in this Agreement shall prevent the employer from discharging any Engineer Officer who is not satisfactory to it, but any dispute arising therefrom shall be settled in accordance with Rule 14.

34.04 All licensed Engineer Officers 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. If an employee tests positive, he or she will be suspended from duty without pay or benefits pending an investigation and will be subject to discipline{ XE "discipline" } up to and including dismissal. If the USCG revokes an employee's documents, the employee will be terminated.

The Employer will accept for hire through the Union's Hiring Hall a former employee discharged for a positive drug test who has completed a drug rehab program and regains USCG documents.

RULE 35{ TC "Rule 35 - Conditions Not Specifically Covered" \f C \l "1" }
CONDITIONS NOT SPECIFICALLY COVERED

35.01 In the event additional vessels owned or chartered by the State are added to the fleet, or operating conditions or service requirements arise due to length of voyage or other reasons not specifically covered by Agreement, the parties agree to negotiate immediately on those mandatory subjects of bargaining as required in the Public Employment Relations Act for the purpose of arriving at a mutually satisfactory supplement covering such operations.

RULE 36{ TC "Rule 36 - Saving and Separability" \f C \l "1" }
SAVING AND SEPARABILITY

36.01 If any rule of this Agreement or any addendum's 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 37{ TC "Rule 37 - Education" \f C \l "1" }
EDUCATION{ XE "education" }

37.01 The Employer shall continue to participate in the MEBA Training Plan{ XE "training" }. For this purpose the Employer shall agree to pay to the MEBA Training Plan eighty-five cents (\$.85) per day per man for each Engineer Officer employed with Alaska Marine Highway System. In the event the contract is further extended pursuant to Rule 39 herein, it is agreed that the MEBA Training Plan shall continue in force and effect for twelve (12) months past the expiration date of the contract.

37.02

(A) Employees undergoing employer approved, instructor facilitated training will receive travel allowances in accordance with Rule 11 and will be provided transportation in cash or in kind. "Employer approved training" for the purpose of this rule shall be a written, employee specific travel and training authorization.

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

(C) Employees will be paid for actual training time not to exceed 8.4 hours per day. Regularly Assigned Employees will be paid at the straight time rate of their bid job and all others will be paid at the rate of their last assignment.

(D) Employees may be reimbursed for tuition for other than employer-approved training at the employer discretion.

RULE 38{ TC "Rule 38 - Joint Employment Committee" \f C \l "1" }
JOINT EMPLOYMENT COMMITTEE

38.01 The Employer shall continue to participate in the Joint Employment Committee. For this purpose the Employer shall continue to pay to the Joint Employment Committee one dollar (\$1.00) per man per day for each Engineer Officer employed with the Alaska Marine Highway System. In the event the contract is further extended pursuant to Rule 39 herein, it is agreed that the Joint Employment Committee shall continue in force and effect for twelve (12) months past the expiration date of the contract.

RULE 39{ TC "Rule 39 - Term of Agreement" \f C \l "1" }
TERM OF AGREEMENT

39.01 This Agreement shall be negotiated in good faith by both parties and shall be ratified by majority of the Union membership in the AMHS . An elected official of the Union will sign the final agreement, once the balloting is complete and the addendum is approved. Once signed, the Agreement shall become effective July 1, 2004 and shall remain in effect through June 30, 2007 and shall be considered as renewed from year-to-year thereafter between the parties unless either party gives written notice of its desire to amend or terminate same during the period from February 1, 2007 to April 1, 2007.

39.02 The parties, having negotiated in good faith, recognize that the monetary terms of this Agreement are subject to legislative appropriation in accordance with AS 23.40.215. If the legislation submitted to obtain the necessary funding is not passed by the end of the legislature session in which submitted, or if such legislation is rejected by the legislature, the parties shall immediately re-enter negotiations. In the event such negotiations are at an impasse, then the no-strike, no-lockout provisions of this Agreement are waived in accordance with AS 23.40.200.

39.03 New, substantively different provisions of this Agreement will take effect on the date of signing of this Agreement, unless another effective date is specifically provided herein.

Draft

For the State of Alaska:

For Marine Engineers Beneficial
Association:

Ray Matiashowski, Commissioner
Department of Administration

Louie "Bud" Jacque
Executive Vice President

Michael Barton, Commissioner
Department of Transportation & Public Facilities

John McCurdy
Branch Agent, Seattle, Wa.

Jon Anderson
Branch Agent, Seattle, Wa.

Peter H. Eberle

Art Chance, Director
Division of Labor Relations

Negotiating Committee Chairman

Ben Goldrich, Representative
Nancy Sutch, Chief Spokesperson

Doug Wickre, Committee

Dianne Kiesel, Labor Relations Analyst

Robert Seidman, Committee Member

APPENDIX A { TC "Appendix A - C/E Pay for Work
on Scheduled Weeks Off" \f C \l "1" }

Letter of Dispute Resolution
between the
STATE OF ALASKA
and the
MARINE ENGINEERS' BENEFICIAL ASSOCIATION

Representing the
Licensed Engineer Officers
of the
Alaska Marine Highway System

Chief Engineer Pay for Work on Scheduled Weeks Off

LOA 98-B-256

It is understood and agreed between the parties that the following terms constitutes full and final resolution of all open pay problems and grievances regarding the State's refusal to compensate Chief Engineers at the overtime rate for work performed on the employees' regularly scheduled week(s) off.

When a Southeast System Chief Engineer has fulfilled a work assignment under the provisions of Rule 19 but is then required to work on their scheduled time off, the Chief Engineer shall be paid overtime for actual hours worked under the provisions of Rule 22.01 and 22.03.

Vacation Relief Engineers shall be entitled to such pay on those calendar days worked which are outside of a schedule established under the provision of Rule 23.02. Such overtime pay shall not exceed twelve (12) hours per day.

For the State of Alaska:

For the MARINE ENGINEERS'
BENEFICAL ASSOCIATION:

Mark Boyer
Commissioner
Department of Administration

Louie "Bud" Jacque
Branch Agent
MEBA, District No. 1

Date

Date

**SUPPLEMENTAL AGREEMENT
to the
COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF ALASKA
and the
DISTRICT #1--MEBA (AFL-CIO)
affiliated with
NATIONAL MARINE ENGINEERS' BENEFICIAL ASSOCIATION**

Re: M/V TUSTUMENA{ TC "Supplemental - M/V Tustumena" \f C \l "1" }{ XE "M/V Tustumena Supplemental" }

It is hereby understood and agreed between the parties that the following is intended to supplement the Agreement entered into between the State of Alaska and the District #1--MEBA (AFL-CIO), an affiliate of the National Marine Engineers' Beneficial Association, executed on July 1, 2000, and is intended to amend that Agreement to cover the issues unique to the M/V TUSTUMENA unless specifically superseded by a Rule or a subsection of this Supplemental Agreement.

RULE 12 - HOME PORT AND TRANSPORTATION

12.01 The home port shall be the port of Seward.

RULE 16 - SHIPYARD AND TERMINAL WORK

16.04 All running time on ship's watch time to bring the vessel to shipyard or repair terminal or return from shipyard or repair terminal shall be paid on the eight (8) hour day basis. The change of work schedules from ship's watch time to straight eight and four-tenths (8.4) hour days shall occur at the nearest noon or midnight that the vessel leaves or enters service.

16.06 Does not apply.

RULE 17 - PAY PLAN

17.01

Basic Schedule

Job Classification	Monthly (240 Hrs.)	Monthly (120 Hrs.)	Half- Daily (8 Hrs.)	Time Hourly	Straight- Overtime Hourly
Chief Engineer	\$7,048.80	\$3,524.40	\$234.96	\$29.37	\$44.06
First Assistant	6,055.20	3,027.60	201.84	25.23	37.85
Second Assistant	5,692.80	2,846.40	189.76	23.72	35.58
Third Assistant	5,378.40	2,689.20	179.28	22.41	33.62

(B) Nonwatch Pay. In addition to the above, a Chief Engineer shall receive five hundred, eighty-five dollars and eighty cents per pay period as nonwatch pay in lieu of all overtime, for vessel arrival and departure to port, repair and breakdown callout, while the vessel is in operation, and he or she is in work status. When a Chief Engineer is working on a vessel not in operation, he or she is not entitled to nonwatch pay, but is eligible for overtime per Rule 16.03.

(C) Compensation shall be based on the actual number of days in the given month.

(D) PAY WHILE IN SHIPYARD STATUS

Job Classification	Monthly (182 Hrs.)	Biweekly (84 Hrs.)	Straight- Time Hourly	Overtime Hourly
Chief Engineer	\$6,082.44	\$2,807.28	\$33.42	\$50.13
First Assistant	5,239.78	2,418.36	28.79	43.19
Second Assistant	4,895.80	2,259.60	26.90	40.35
Third Assistant	4,593.68	2,120.16	25.24	37.86

17.02 COST-OF-LIVING DIFFERENTIAL FOR ALASKA RESIDENTS.

(A) Pursuant to AS 23.40.210, as part of the basic pay provided in 17.01 and for pension purposes effective April 1, 1988, but not to be included in computing an hourly wage rate, those Engineers who are residents of Alaska shall receive a cost-of-living differential for each pay period they are in pay status according to the following schedule:

CHIEF ENGINEERS

\$562.55 Per Pay Period in Pay Status

ASSISTANT ENGINEERS

<u>Job Classification</u>	<u>Per Pay Period in Pay Status</u>
First Assistant	\$ 481.07
Second Assistant	\$ 455.70
Third Assistant	\$ 435.12

(B) Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington.

An employee establishes eligibility for COLD payments by establishing and maintaining his or her primary place of abode within the State.

An employee working in a pay period in which the employee has also worked in a classification covered by another labor agreement will have COLD payments subtracted from the COLD due under Rule 17.02. The total COLD compensation received from the two work assignments,

combined, in the same pay period may not exceed the total amount that the employee could have otherwise received under Rule 17.02.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when he or she relocates his or her principal place of abode in a manner which affects eligibility for COLD.

17.03 Does not apply.

17.05

The straight time hourly rate of pay in effect on July 1, 2004 shall increase by six percent (6%) effective July 1, 2005.

The straight time hourly rate pay in effect on July 1, 2005 shall increase by six percent (6%) effective July 1, 2006.

17.07 Does not apply.

RULE 18 - HOURS

Eight (8) hours shall constitute a day's work whether at sea or in port or combined. Each day shall be reckoned from midnight to midnight. Overtime shall be paid for all work performed in excess of eight (8) hours per day.

18.01

(A) HOURS OF LABOR AT SEA. Four (4) consecutive hours shall constitute a watch; two (2) watches shall constitute a day's work. All work done at sea by watchstanding Engineer Officers in excess of eight (8) hours a day or fifty-six (56) hours per week is overtime. The Chief Engineer shall be a nonwatchstanding Officer. The First Assistant Engineer shall be a nonwatchstanding Officer.

When the ship's Engineer Officers are assigned to routine night, weekend or holiday watches, they may be required to perform and/or supervise only that maintenance/repair work which is necessary to keep the ship in operation, or such work as may be occasioned due to mechanical or electrical failure occurring during such night, weekend or holiday watches.

(B) HOURS OF LABOR IN PORT. When Sea Watches are broken in accord with Rule 18.03 the normal hours of labor while Port Time is in effect shall be arranged in approximately eight (8) hour periods.

Port time shall commence thirty (30) minutes after the vessel has anchored or moored at or in the vicinity of any port for the purpose of loading or discharging passengers, cargo, mail or ballast; undergoing repairs, layup, awaiting safe orders or berth.

Port time shall not apply in any port where the vessel's stay is less than three (3) hours, nor when anchored or moored solely for reasons of safety or while awaiting safe weather or tide.

Port time shall not apply in the shipyard during the winter maintenance period.

18.02 On days of departure from port, if sea watches have been broken, they shall be set at the beginning of the normal period of time required for warming up engines prior to sailing time.

Assistant Engineer Officers will be required to be on board and available for duty not less than one (1) hour before posted time for sailing.

18.03 Sea watches shall be broken one (1) hour after finishing with the engine upon arrival at the home port, or at any other port, when the vessel is to remain there in excess of twenty-four (24) hours.

RULE 19 - MONTHLY WORK

19.01 Does not apply.

19.02 Does not apply.

19.03 Does not apply.

RULE 20 - EMERGENCIES

20.02 It shall not be made a normal practice to hold emergency drills on Saturdays, Sundays or holidays in port or at sea.

RULE 21 - LATE ARRIVAL

Entire Rule does not apply

RULE 22 - OVERTIME

22.01 (A) Does not apply.

22.01 (B) Does not apply.

22.03 Effective July 1, 2000, if an Engineer Officer is not relieved for scheduled time off they will receive one and one-half times their hourly straight time rate of pay for hours worked, up to a maximum of five (5) days.

22.07 When overtime or penalty time work is to be performed, it shall be ordered by the Chief Engineer or, in the absence of the Chief Engineer, by the highest ranking Engineer Officer who is available. All Engineer's overtime must be certified on the timesheets by the Engineer Officer authorizing the work.

22.08 When the vessel is in its home port and watches are broken and Assistant Engineer Officers are called back for the purpose of shifting ship, fueling ship or to effect repairs, a minimum of two (2) hours overtime shall be paid for each call except when contiguous to regular watch.

RULE 23 - PERSONAL LEAVE

23.01

Personal leave shall be earned and used in lieu of all sick leave and vacation except as specified in this Rule. Effective July 1, 1997, the rate of personal leave accrual for all Engineer Officers shall be fourteen and three quarters (14.75) days per month.

Once eligible for personal leave accrual, an Engineer Officer will be credited with one (1) month's accrual during every month in which he or she is compensated for a minimum of one-half (1/2) a month's straight-time hours.

Those engineers who have completed 5 years of service with AMHS, in lieu of the personal leave above, shall be credited accumulated days off as follows: Engineer Officers shall earn one (1) "A" day for each day worked (on change day prorated in relation to hours worked); each day they are required to remain on board the vessel and each day they are assigned to the vessel while in ship yard or layup status, including weekends and holidays.

Negative "A" Day balances will be allowed for up to a maximum of three (3) days, and Engineer Officers permanently assigned to the vessel shall be paid in the event that the vessel is late to its scheduled change port due to break down, weather or change in schedule.

23.04 VACATION RELIEF ENGINEERS.

(B) Vacation Relief Engineers shall be paid at the rate of the highest rating they relieve.

23.05 PERSONAL LEAVE PAYRATE. Regularly Assigned Engineers shall be paid while on personal leave at the rate of their regular assignment. Vacation Relief Engineers shall be paid for personal leave at the rate of the highest rating he or she has relieved in accordance with Rule 23.04 (b).

Temporary Relief Engineers shall be paid for personal leave at the rate of the classification the Engineer Officer worked.

A pro rata personal leave benefit shall be given for periods of less than thirty (30) days provided there is a minimum of thirty (30) days employment.

No personal leave benefits shall accrue during periods of leaves of absence.

When personal leave benefits are paid, they shall cover all work performed to date of vacation on a pro rata basis and all days of vacation shall be computed as days of work either at the option of the Engineer Officer for the current vacation claim or for the purpose of determining the ensuing vacation benefits.

(A) Regularly Assigned engineers who are working in a temporary upgrade position shall be paid for personal leave at a rate no less than their regularly assigned position or at the rate of the classification the engineer worked for the majority of the preceding year.

23.06 UTILIZATION AND DISPOSAL. Personal leave shall be used for any and all purposes for which sick and/or annual leave have heretofore been used. Personal leave requests require the prior approval of the Employer except in the case of illness or injury to the Engineer Officer. Engineers' requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the Employer's evaluation of the needs of the job. In an absence due to illness or injury for one (1) day or more, the System Director, Alaska Marine Highway System, may require a physician's certificate.

Personal leave must be taken. No cash allowances in lieu of leave shall be made without the mutual consent of the Union and the Employer.

23.08 TERMINAL LEAVE In case of any Engineer Officer terminating services at any time after the Engineer has accumulated a personal leave balance, the Engineer shall receive cash payments for whatever personal leave he or she has accrued. Each Engineer Officer's sick leave bank credits are cancelled automatically upon termination of service. Accumulated unused sick leave will be paid to the beneficiary when death occurs during employment and prior to retirement.

23.11 Engineer Officers on temporary assignments from the Southeast System for thirty (30) days or less shall continue to accrue personal leave in accordance with Rules 23 of the basic Agreement and are excluded from coverage under this Rule.

23.12 FUNERAL LEAVE. If a death occurs among members of an Engineer's immediate family, the Engineer will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but no more than a total of seven (7) days. The Funeral Leave time will be deducted first from the banked sick leave (ten [10] days maximum) and then from personal leave.

RULE 24 - HOLIDAYS

24.03 All holidays will be paid at the eight (8) hour rate. Engineer Officers required to work on a holiday will be paid at the overtime rate for the actual hours worked. Holiday Pay shall apply toward minimum guarantee.

RULE 25 - MINIMUM GUARANTEE

25.01 The minimum monthly pay for all Engineer Officers working regular assignments shall not be less than the minimum monthly rate of pay as shown in Rule 17. Only the pay at straight-time rates for regular hours of work will be counted as earnings in computing the monthly minimum.

The above shall not apply to Temporary Relief Engineers called in excess of Regular Vacation Relief Engineers.

RULE 29 - SICK LEAVE

Engineers who have sick leave earnings credited to their State sick leave accounts shall have such earnings transferred to a sick leave bank.

The Engineer may draw upon a maximum of ten (10) days or the balance in the sick leave bank, whichever is less. Such leave is to be only in the event of illness or injury of the Engineer or the Engineer's immediate family. There will be no further additions to the sick leave bank and the balance can be authorized for use only for those purposes consistent with regulations regarding the use of sick leave, and only after the personal leave balance has been exhausted, except that any one medical disability which prevents the Engineer from performing his or her duties, as certified by the attending physician, which exceeds ten (10) working days shall be charged as follows:

(A) shall be charged first to the ten (10) days referred to in this section;

(B) shall be charged to personal leave up to a maximum of ten (10) working days;

(C) after exceeding the ten (10) days charged to personal leave, the additional leave shall be charged to personal leave, the additional leave shall be charged to the sick leave bank;

(D) If the sick leave bank has been exhausted, the leave shall be charged to personal leave.

Such illnesses shall in all cases require a report from a licensed physician.

RULE 40 - VESSELS OUT OF AND IN COMMISSION

40.01 When a vessel is inactive in a port for any reason for a period of ten (10) days or less, the Engineer Officer shall be kept on board at the regular monthly rate of pay, provided however, when it is expected that said vessel will be idle for a period in excess of ten (10) days, the personnel may be reduced on arrival. Should the vessel resume service within ten (10) days, the vessel's Engineer Officers who are entitled to return to the vessel shall receive wages and subsistence for the period that it was not furnished by the vessel.

40.02 When Engineer Officers are employed on vessels out of commission, one Engineer Officer shall receive the same pay and subsistence as that of a First Assistant Engineer and any other Engineer Officer employed shall be paid at the rate prescribed and for the rating and capacity in which he or she is acting for the period of time in which he or she so acts. The Employer shall, at all times, have the privilege of determining the number of Engineer Officers to be so employed.

40.03 A vessel shall be considered in commission when receiving power from its own plant.

Draft

**SUPPLEMENTAL AGREEMENT
to the
COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF ALASKA
and the
DISTRICT #1--MEBA (AFL-CIO)
affiliated with
NATIONAL MARINE ENGINEERS' BENEFICIAL ASSOCIATION**

**Re: PORT ENGINEERS{ TC "Supplemental - Port Engineers" \f C \l "1" }{ XE "Port
Engineers - Supplemental" }**

It is hereby understood and agreed between the parties that the following is intended to supplement the current collective bargaining Agreement between the parties executed on July 1, 2000, and is intended to amend that Agreement to cover the issues unique to personnel designated as "Port Engineers".

The terms or designations, "Engineer Officers", "Crew Personnel", or any other terms referring to Licensed Marine Engineer Officers employed with Alaska Marine Highway System; shall apply in this Supplemental Agreement to the personnel designated "Port Engineer".

RULE 3 - PREFERENTIAL HIRING AND USE OF INFORMATION

3.01 The Employer agrees that when employing Port Engineers, if the Employer cannot find a Port Engineer who is a member of the Union permanently employed with the Alaska Marine Highway System as a Licensed Marine Engineer who is determined by the Employer to be qualified to perform the work, first consideration will be given to the Union to refer competent and qualified personnel to fill any such vacancy. The Employer shall have exclusive right to hire Port Engineers at its discretion provided that such Port Engineers must be members of the Union or must become bona fide applicants for membership in the Union, as a condition of employment, following the completion of thirty (30) calendar days of employment. The Union shall not arbitrarily deny membership to a Port Engineer employee who applies for same in accordance with the Union's requirements. If a dispute arises in connection with the interpretation or performance of this hiring procedure, its resolution may be sought by either party and shall be subject to Rule 14 of this Agreement. Maintenance of membership in good standing in the Union shall be a condition of employment as a Port Engineer. The Employer shall promptly advise the Union of all changes in Port Engineer personnel and shall supply an employment seniority list of Port Engineer personnel to the Union semi-annually.

3.02 Does not apply.

3.03 Does not apply.

3.05 Does not apply.

3.06 Does not apply.

RULE 4 - DEFINITIONS

4.01 Does not apply.

4.02 Does not apply.

4.03 Does not apply.

4.04 Does not apply.

RULE 7 - CREW REQUIREMENTS

7.01 Does not apply.

7.02 Does not apply.

7.03 Does not apply.

RULE 8 - HEALTH AND SAFETY

8.01 Does not apply.

8.02 Does not apply.

8.04 Does not apply.

8.05 Does not apply.

RULE 9 - OCCUPATIONAL INJURY AND ILLNESS BENEFITS

9.09 The Employee will be entitled to Alaska Workers' Compensation benefits while performing duties not "in the service of the vessel." When the employee is injured or becomes ill and is considered "in the service of the vessel", the employee shall receive traditional seaman's remedies under the provisions of the Jones Act.

9.10 In addition to Workers' Compensation benefits paid under Rule 9.03, the Port Engineer may, at his or her option, receive sick leave wages in an amount equal to the Port Engineer's daily wage reduced by the amount of Workers' Compensation benefits. This will be computed on his bi-weekly wage and will reduce sick leave credit only by the actual hours of sick leave paid as the supplement to his Workers' Compensation payments.

RULE 12 - CHANGE PORTS AND TRAVEL BETWEEN ASSIGNMENTS

12.01 Port Engineers may not be permanently transferred away from their regular position to any other port without written consent of the individual Port Engineer and the Union, unless a vessel no longer calls at that port. When Port Engineers are transferred, the Employer shall reimburse them for all reasonable relocation expenses, in accordance with the State Administrative Manual. Presently, there is a Port Engineer located at the ports of Juneau (Senior Port Engineer), Ketchikan, and Bellingham.

12.02 When Port Engineers are temporarily assigned to a port away from their regular position, the Employer shall reimburse them for all travel and living expenses, under Rule 11.01, 11.02 and 11.03, incurred due to such assignment.

12.03 Travel time will be paid at the straight time rate of pay for any time the Port Engineer is in transit outside of his or her assigned regular port and will not be less than the rates established by the Union for the vessel engineers.

12.04 All travel will be by air unless it is impractical or unavailable.

12.05 When a Port Engineer transfers to Alaska or within Alaska at his or her request and with the approval of the Employer he will receive all relocation expenses in accordance with the State Administrative manual.

12.07 Does not apply.

12.08 Does not apply.

12.09 Does not apply.

RULE 15 - DEFINITION AND PROTECTION OF PORT ENGINEERS WORK

15.01 The Port Engineers' work assignments shall consist of that which was in existence as of the effective date of this agreement, plus any other additional work which has been traditionally assigned to Port Engineers subsequent to the effective date of this Agreement.

15.02 No changes in work assignment of Port Engineers shall be effective without prior notice to the Union. In the event a dispute arises concerning the interpretation or performance under this paragraph, the resolution of such disputes shall be subject to the terms of Rule 14 of this Agreement.

15.03 The Employer shall not sub-contract or transfer the work performed by the Port Engineers to any other entity except for the condition that services under the jurisdiction of the Port Engineers, utilized by the Employer, are expanded. The Employer will give first consideration to Licensed Marine Engineer Officers' permanently employed in a Regularly Assigned Position within Alaska Marine Highway System to perform such services.

In the event a Port Engineer is not arranged as outlined above the Employer shall promptly advise the Union and then obtain personnel from any other source to perform such assignment.

15.04 Any dispute arising under this Rule shall be subject to arbitration procedures contained in the Agreement. Work normally performed by Port Engineers except where such assignment will delay the repair or operation of the vessel, shall be performed only by the Port Engineers.

15.05 Does not apply.

15.06 Does not apply.

15.07 Does not apply.

15.08 Does not apply.

RULE 16 - SHIPYARD AND TERMINAL WORK

16.01 Does not apply.

16.02 Does not apply.

16.04 Does not apply.

16.05 Does not apply.

16.06 Does not apply.

16.07 Does not apply.

16.08 Does not apply.

16.10 Does not apply.

RULE 17 - WAGES

17.01

(A) Port Engineers shall receive not less than the following monthly salary:

<u>Job Classification</u>	<u>Monthly (182)hrs</u>	<u>Straight-Time Hourly</u>
Port Engineer	\$6082.44	\$ 33.42

(B) In addition to the above, the senior Port Engineer shall receive \$350.00 per pay period and for pension purposes effective January 1, 2000. The Employer shall maintain at least one Senior Port Engineer.

17.02 Cost-of-Living Differential for Alaska Residents. Pursuant to AS 23.40.210, as part of the basic pay provided in Rule 17.01 and for pension purposes effective from the date of this contract, but not to be included in computing an hourly wage rate. Those Port Engineers who are residents of the State of Alaska shall receive a cost of living differential for each pay period they are in pay status according to the following:

\$ 519.32 Per Pay Period in Pay Status

(B) Cost of Living Differential (COLD) payments are a geographical differential which reflects the difference in the cost of living in Alaska and Seattle, Washington.

An employee establishes eligibility for COLD payments by establishing and maintaining his or her primary place of abode within the State.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when he or she relocates his or her principal place of abode in a manner which affects eligibility for COLD.

17.03 COLD will not be removed from any Port Engineer's pay should he be temporarily assigned outside of the state for an indefinite period of time, as long he remains a resident of the state and intends to continue to do so.

RULE 18 - HOURS

18.01 Port Engineer covered by this agreement shall work a five (5) day, forty-two (42) hour week.

RULE 19 - MONTHLY WORK

19.01 Does not apply.

19.02 Does not apply.

19.03 Does not apply.

RULE 20 - EMERGENCY SERVICE

20.01 Does not apply.

RULE 21 - LATE ARRIVAL

21.01 Does not apply.

21.02 Does not apply.

21.03 Does not apply.

RULE 22 - OVERTIME

22.01 The overtime rate shall be one and one-half (1-1/2) times the straight-time rate. Overtime will not be compounded.

22.02 In the event a Port Engineer is called back from his or her scheduled vacation time, his or her return transportation will be paid. Any expenses accrued due to this interruption (ticket or hotel cancellation) will be paid. The employer will make every effort not to force any Port Engineer to return from their scheduled vacations. If the Port Engineer undertakes return travel after completing the assignment to which called back, he or she shall be reimbursed for any additional transportation expenses to return to the original point of call.

22.03 Port Engineers will receive overtime for all preapproved hours required to work on Sundays when they are attending to a vessel under repair either in a shipyard, repair facility or at a dock facility when overhaul or emergency repairs are taking place. The Senior Port Engineer will have this overtime pay credited against his monthly pay in Rule 17.01 (B) and will receive overtime pay only after the equivalent is reached. This will be based on pay periods and not totaled for reasons of reaching this equivalent.

22.04 Port Engineers will receive overtime rate of pay for all preapproved hours required to work on holidays that are observed by the State. Rule 24.01 establishes these days. Preapproval must be by the System Director of the Alaska Marine Highway System. The Senior Port Engineer will have this overtime pay credited against his monthly pay in Rule 17.01 (B) and will receive overtime pay only after the equivalent is reached. This will be based on pay periods and not totaled for reasons of reaching this equivalent.

22.05 Premium rate shall be at the rate of one (1) times the straight-time hourly rate.

22.06 Port Engineers will receive premium pay for time required to work in excess of eight and four-tenths (8.4) hours per day or forty-two (42) hours per week when they are attending to a vessel under repairs either in a shipyard, repair facility, or at any dock facility where overhaul or emergency repairs are taking place. The Senior Port Engineer will have his or her premium pay credited against his or her monthly pay in Rule 17.01 (B) and will receive premium pay only after the equivalent is reached. This will be based on pay periods and not totaled for reasons of reaching this equivalent.

22.07 Overtime and Premium pay shall be in hourly increments with a minimum one (1) hour.

22.08 In the event a Port Engineer's overtime or premium time is disputed for any reason, the Employer will furnish the Port Engineer a copy of the timesheet involved.

Draft

RULE 23 - LEAVE

23.01 PERSONAL LEAVE

(B) Port Engineers shall be entitled to Personal Leave accrued according to the following schedule:

Length of Service (Years)	Personal Leave Accrual (Hours/year)
1 but less than 2	84 (2 weeks)
2 but less than 3	126 (3 weeks)
3 but less than 4	168 (4 weeks)
4 but less than 5	210 (5 weeks)
5 but less than 7	252 (6 weeks)
7 but less than 10	294 (7 weeks)
more than 10	336 (8 weeks)

(C) Eligibility for Accrual. Eligibility for personal leave accrual shall commence once the Port Engineer has accumulated two thousand one hundred eighty-four (2,184) straight-time hours of compensation. The Port Engineer 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 Port Engineer will be credited with eighty-four (84) hours personal leave. Personal leave in successive years shall be at rates shown in 23.01 (B).

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

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

(D) Cash out: Port Engineers covered by this section who have personal leave balances of at least one hundred and sixty-eight (168) hours shall be permitted to cash out one hundred and sixty-eight (168) hours of personal leave per calendar year when mutually agreed to by the Union and the Employer. Cost of living differential (COLD) will be paid on cash-ins except that COLD will not be duplicated for any period. Upon termination or lay-off, the Port Engineer may cash out his entire Personal Leave Balance.

(E) Those Engineering Officers that are working temporary assignments as Port Engineers shall continue to accrue personal leave or "A" days as in their regularly assigned position.

Length of Service: This will be defined as the total time in years the Port Engineer has been employed by the Employer in any status.

23.02 Does not apply.

23.03 LEAVE SCHEDULING

(A) Port Engineers may not schedule vacation during the overhaul period of their assigned vessels without permission of the Employer.

(B) Vacation will be scheduled bi-annually by the Senior Port Engineer in conjunction with the Port Engineers and approved by the Employer. Vacation will not be scheduled beyond what the Employee has accrued in his personal leave balance.

(D) Does not apply.

(E) Does not apply.

23.04 Does not apply.

23.05 Does not apply.

RULE 24 - HOLIDAY

24.01 The following holidays shall be recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veteran's Day, Thanksgiving and Christmas Day, or other days as may be declared legal holidays by the Governor of Alaska. Effective July 1, 1997, Lincoln's Birthday shall be considered a floating holiday. On the day of the holiday, each employee eligible for a holiday in accordance with Rule 24.04 shall have their personal leave account credited with one day of leave.

24.03 A holiday which occurs while the Port Engineer is on sick leave and occurs within what would have been his or her normal workweek shall be paid for the day at the straight-time rate and such hours will not be charged to sick leave.

RULE 25 - MINIMUM GUARANTEE

25.01 Does not apply.

RULE 26 - SENIORITY

26.01 Engineer Officers who have completed six (6) months of continuous service as a Regularly Assigned Engineer, Vacation Relief Engineer and/or Port Engineer shall establish seniority with the Employer and shall be placed on the Licensed Engineer Officers' Seniority List commencing with the first day of employment as a Regularly Assigned Engineer, Vacation Relief Engineer or a Port Engineer. Engineer Officers who are employed on the same date shall have their seniority determined by the date of registration.

26.05 In reducing or increasing personnel the Licensed Engineer Officers' Seniority List shall govern, except in the position of Senior Port Engineer, which will be solely determined by the Employer. When layoffs become necessary, the last Port Engineer hired shall be the first laid off. When Port Engineers are called back to service, the last laid off shall be the first restored to work.

26.11 Port Engineers hired from the fleet will continue accruing their seniority at the position which they held prior to their being hired as Port Engineer. Should they wish to return to the fleet they can, upon thirty (30) days notice, return to the next available position at that level or any position below that level according to Rule 26.07. Should they return to a position below the level they previously held, they will then have the option to upgrade to the original level they held as that position becomes available. This will only be allowed if the Port Engineer has seniority over other competing engineers. The Port Engineer may only bump back the least senior engineer in the least senior position. Should their original position be that of First or

Chief Engineer then the Employer will have to show cause to the Employee and the Union as to why they choose not to allow the Employee to hold his original position. Should the Employee be dismissed from his position for cause, he would not have the option of returning to the fleet without approval of the Employer.

26.12 Should the Employer request the Employee terminate his or her position of Port Engineer, the Employer must give thirty (30) days notice to the Port Engineer. The Port Engineer has the option only of returning to the fleet in the manner as outlined above without the loss of pay or ending his employment with the Employer. Upon his return to the fleet the pay of the Employee will be at the rate at which he or she is serving. However, his or her vacation balance earned and not used during his time serving as Port Engineer will be paid at the rate at which he or she earned it.

RULE 28 - PENSIONS

28.02 The Employer contributions to said Plan of six dollars and fifty cents (\$6.50) per day shall be made for each Port Engineer for each day in pay status.

Contributions as in this Section shall be transmitted to the MEBA "Plans" office to be allocated by the Union.

28.03 Employer contributions to the Money Purchase Fund shall be thirteen dollars and fifty cents (\$13.50) per day for each day in pay status for each Port Engineer.

RULE 30 - STANDARD DRESS

30.01 Does not apply.

30.02 Does not apply.

Draft

**SUPPLEMENTAL AGREEMENT
to the
COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF ALASKA
and the
DISTRICT NO.1--MEBA (AFL-CIO)
Affiliated with
NATIONAL MARINE ENGINEERS' BENEFICIAL ASSOCIATION**

Re: M/V KENNICOTT{ TC "Supplemental - M/V Kennicott" \f C \l "1" }{ XE "M/V Kennicott supplemental" }

It is hereby understood and agreed between the parties that the following is intended to supplement the Agreement entered into between the State of Alaska and the District #1--MEBA (AFL-CIO), an affiliate of the National Marine Engineers' Beneficial Association, executed on July 1, 2000, and is intended to amend that Agreement to cover the issues unique to the M/V KENNICOTT. Unless specifically superseded by the terms of this Supplemental Agreement, all provisions of the parties' master agreement shall remain in effect. In no way will this Agreement or any part of this Agreement be implemented for any other vessels owned and/or operated by the State of Alaska.

RULE 12 - Change Ports and Transportation

12.01(A) Regularly Assigned Engineer Officers. Change ports shall be Juneau, Ketchikan and Seward. However, other communities may also be used as change ports if both Regularly Assigned Engineer Officers covering a position reside in such community or vicinity and when such community is a regular port of call of the Employer's vessels, provided no additional expenses are incurred by the Employer. Engineer Officers receiving COLD payments must designate a change port within the State of Alaska. Regularly Assigned Engineer Officers shall normally be relieved at the same change port where they began their duties. The senior Regularly Assigned Engineer Officer on the Time in Grade seniority roster shall designate the change port for the position.

12.04 Travel Between Temporary Assignments. When a Regularly Assigned or a Vacation Relief Engineer Officer is temporarily assigned duties which involve a crew change or work assignment at other than his or her normal change port, for each and every occasion travel is required, the Engineer Officer entitled to travel pay and receipted necessary travel expenses for travel between the normal change port and the temporary change port. For purposes of this Rule, the "normal change port" shall be Juneau, Ketchikan or Seward.

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

RULE 16 - Shipyard and Terminal Work

16.01 When vessels are tied up and watches are broken such as at a shipyard or tie-up terminal, the regular Engineer Officers shall work a forty-two (42) hour workweek. During such periods Engineers shall be paid for the first forty-two (42) hours of work at the straight-time rate

and Rule 17.01(C) shall apply. Provisions of 15.02(b) and (c) will still apply.

16.04 All running time on ship's watch time to bring the vessel to shipyard or repair terminal or return from shipyard or repair terminal shall be paid on the eight (8) hour day basis. The change of work schedules from ships watch time to straight eight and four-tenths (8.4) hour days shall occur at the nearest noon or midnight that the vessel leaves or enters service.

16.08(A) The minimum manning levels of licensed engineers assigned to the M/V Kennicott in maintenance, or layup status, when licensed engineers are assigned to the vessel for repair work, shall be no less than as follows:

One (1) each	Chief Engineer
One (1) each	First Asst. Engineer
One (1) each	Second Asst. Engineer
Three (3) each	Third Asst. Engineer

RULE 17 - Pay Plan

17.01

(A) Basic Schedule

Job Classification	Monthly (240 Hrs)	Half-Monthly (120 Hrs)	Daily	Straight Time Hourly	Overtime Hourly
Chief Engineer	\$8,020.80	\$4,010.40	\$267.36	\$33.42	\$50.13
First Assistant	\$6,909.60	\$3,454.80	\$230.32	\$28.79	\$43.19
Second Assistant	\$6,456.00	\$3,228.00	\$215.20	\$26.90	\$40.35
Third Assistant	\$6,057.60	\$3,028.80	\$201.92	\$25.24	\$37.86

(B) Non-watch Pay. In addition to the above, a Chief Engineer shall receive five hundred, eighty-five dollars and eighty cents (\$ 585.80) per pay period as non-watch pay in lieu of all overtime for vessel arrival & departure to port, repair and breakdown callout, while the vessel is in operation, and he or she is in work status. When a Chief Engineer is working on a vessel not in operation, he or she is not entitled to non-watch pay, but is eligible for overtime per Rule 16.01.

(C) Compensation shall be based on the actual number of days in the given month. The below table is an example of pay while in a shipyard status according to Rule 16.01 and 16.02 of the Master Agreement.

Job Classification	Monthly (184.8 Hrs) ¹	Half-Monthly (92.4 Hrs) ²	Daily	Straight Time Hourly	Overtime
Chief Engineer	\$6,176.02	\$3,088.00	\$280.73	\$33.42	\$50.13
First Assistant	\$5,320.39	\$2,660.20	\$241.36	\$28.79	\$43.19
Second Assistant	\$4,971.12	\$2,485.56	\$225.96	\$26.90	\$40.35
Third Assistant	\$4,664.35	\$2,332.18	\$212.02	\$25.24	\$37.86

¹Based on 22 working days in the month.

²Based on 11 working days in pay period.

17.02 Cost-of Living Differential for Alaska Residents.

(A) Pursuant to AS 23.40.210, as part of the basic pay provided in 17.01 (A) and for pension purposes but not to be included in computing an hourly wage rate, those Engineers who are residents of Alaska shall receive a cost-of-living differential for each pay period they are in pay status according to the following schedule:

<u>Job Classification</u>	<u>Per Pay Period in Pay Status</u>
Chief Engineer	562.55
First Assistant	481.07
Second Assistant	455.70
Third Assistant	435.12

(B) Cost of Living Differential (COLD) payments are a geographical differential, which reflects the difference in the cost of living in Alaska and Seattle, Washington.

An employee establishes eligibility for COLD payments by establishing and maintaining his or her primary place of abode within the State.

Proof of eligibility for COLD payments must be filed annually on a form provided by the AMHS. The Employer may require an employee to provide additional documentation to support claims of eligibility for COLD payments. It shall be the employee's obligation to notify the Employer when he or she relocates his or her principal place of abode in a manner which affects eligibility for COLD.

17.03 One Chief Engineer aboard the vessel shall be designated as the "Lead Chief," and shall be responsible for additional duties as prescribed by the Employer and shall be compensated for these additional duties at the rate of one hundred and eight dollars and thirty-three cents (\$108.33) per pay period.

17.07 Does not apply.

RULE 18 - Hours

While in operational status eight (8) hours shall constitute a day's work whether at sea or in port or combined. Each day shall be reckoned from midnight to midnight. Overtime shall be paid for all work performed in excess of eight (8) hours per day.

18.01

(A) Hours of Labor at Sea. Four (4) consecutive hours shall constitute a watch; two (2) watches shall constitute a day's work. All work done at sea by watch standing Engineer Officers in excess of eight (8) hours a day or fifty-six (56) hours per week is overtime. The Chief Engineer shall be a non-watch standing officer. The First Assistant Engineer shall be a non-watch standing officer.

Normal working hours for Day Workers shall be 0800 to 1630.

When Engineer Officers are assigned to routine night, weekend or holiday watches, they may be required to perform and/or supervise maintenance/repair work which is necessary to keep the ship in operation, or such work as may be occasioned due to mechanical or electrical failure occurring during such night, weekend or holiday watches.

(B) Hours of Labor in Port. The normal hours of labor while Port Time is in effect shall be

arranged in approximately eight (8) hour periods.

Port time shall commence and sea watches shall be broken one (1) hour after the vessel has anchored or moored at or in the vicinity of any port for the purpose of loading or discharging passengers, cargo, mail, fueling, or ballast transfer, undergoing repairs, lay-up, awaiting safe orders or berth.

Port time shall not apply in any port where the vessel's stay is anticipated to be less than (24) hours, nor when anchored or moored solely for reasons of safety or while awaiting safe weather or tide.

Port time shall not apply in the shipyard during the winter maintenance period.

18.02 On days of departure from port, if sea watches have been broken, they shall be set at the beginning of the normal period of time required for warming up engines prior to sailing time. Engineer Officers will be required to be on board and available for duty not less than one (1) hour before posted time for sailing.

RULE 19 - Monthly Work

19.01 Two complete crews shall be assigned to the vessel with the workdays divided evenly during each year between the two crews as nearly as practicable. Each crew will work approximately one month followed by approximately one month off duty with the alternate crew relieving.

19.02 If mutually agreed upon by two Engineers in grade, they may work any schedule, provided they obtain the written approval of the System Director, or designee, and the Union, and Chief Engineer is informed.

19.03 There shall be no additional cost to the State, because either Engineer does not fulfill his part of the schedule while the vessel is on the run and Rule 19.02 schedule is in effect. In the event of illness or injury of an Engineering Officer Rule 22.03 shall be in effect.

RULE 20 - Emergencies

20.02 It shall not be made a normal practice to hold emergency drills on Saturdays, Sundays or holidays in port or at sea, except as may be required by U. S. Coast Guard regulations.

RULE 21 - Late Arrival

Entire Rule does not apply

RULE 22 - OVERTIME

22.01 (A) Does not apply.

22.01 (B) Does not apply.

22.03 If an Engineer is called back or is required to work during their scheduled time off, they are to receive one day's pay at the overtime rate. Following the first day of callback, each day

worked until the start of the Engineer's regular work period shall be at the overtime rate. This does not apply when there is a schedule change or a change in change ports. In these cases, the Engineer will start the work period with the standard eight (8) hours at overtime. The parties will make every effort to prevent Engineer Officers from working their assigned scheduled time off due the Engineers opposite being sick or injured.

22.04 The penalty rate shall be \$13.00.

22.07 When overtime or penalty time work is to be performed, it shall be ordered by the Chief Engineer or, in the absence of the Chief Engineer, by the highest ranking Engineer Officer who is available. All Engineer's overtime must be certified on the timesheets by the Engineer Officer authorizing the work.

22.08 When the vessel is in port and watches are broken and Assistant Engineer Officers are called back for the purpose of shifting ship, fueling ship or to effect repairs, a minimum of two (2) hours overtime shall be paid for each call except when contiguous to regular watch.

RULE 23 -Personal Leave

23.01(A) Accumulated Days Off. Engineer officers shall earn one day of personal leave (an "A" Day) for:

- (1) Each day worked (on change day prorated in relation to hours worked);
- (2) Each day they are required to remain on board the vessel; and
- (3) Each day they are assigned to the vessel while in shipyard or layup status, including weekends and holidays.
- (4) Negative "A" day balances will be allowed, and Engineer Officers permanently assigned to the vessel shall be paid in the event that the vessel is late to its scheduled change port due to breakdown, weather or change in schedule.

23.01(B) Does not apply.

23.01(C) Does not apply.

23.01(D) Engineer Officers who have personal leave balances of at least (90) days (720 hrs.) may cash out a maximum of one month (30 days/240 hrs.) of personal leave per calendar year when mutually agreed to by the Union and the State. The Engineer Officer's personal leave balance shall be reduced by the number of hours for which payment is made, but shall not be counted as personal leave used.

23.04 (B) Vacation Relief Engineers shall be paid at the rate of the highest rating they relieve. Vacation Relief Engineer Officers working a temporary downgrade will be paid at the pay rate of his or her regularly assigned job classification. When a Vacation Relief Engineer Officer is temporarily working in a higher classification (e.g., First Assistant working as a Chief), they will be paid the Half-Monthly (one hundred and twenty hours (120) straight time hours) or Monthly (two hundred and forty (240) straight time hours) base pay rate per assignment, and all hours earned during the pay period at the rate of pay for the job classification they are working.

23.05 Personal Leave Pay Rate. Regularly Assigned Engineers shall be paid while on personal leave at the rate of their regular assignment.

Vacation Relief Engineers shall be paid for personal leave at the rate of the highest rating he or she has relieved in accordance with Rule 23.04 (B).

Temporary Relief Engineers shall be paid for personal leave at the rate of the classification the Engineer Officer worked.

A pro rate personal leave benefit shall be given for periods of less than thirty (30) days provided there is a minimum of thirty (30) days employment.

No personal leave benefits shall accrue during periods of leaves of absence.

When personal leave benefits are paid, they shall cover all work performed to date of vacation on a pro rata basis and all days of vacation shall be computed as days of work either at the option of the Engineer Officer for the current vacation claim or for the purpose of determining the ensuing vacation benefits.

23.06 Utilization and Disposal. Personal leave shall be used for any and all purposes for which sick and/or annual leave have heretofore been used. Personal leave requests require the prior approval of the Employer except in the case of illness or injury to the Engineer Officer. Engineers' requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the Employer's evaluation of the needs of the job. In an absence due to illness or injury for one (1) day or more, the Employer may require a physician's certificate.

23.08 Terminal Leave In case of any Engineer Officer terminating services at any time after the Engineer has accumulated a personal leave balance, the Engineer shall receive cash payments for whatever personal leave he or she has accrued. Each Engineer Officer's sick leave bank credits are canceled automatically upon termination of service. Accumulated unused sick leave will be paid to the beneficiary when death occurs during employment and prior to retirement.

23.11 Engineer Officers on temporary assignments from the Southeast System for less than twenty-eight (28) days, shall continue to accrue personal leave in accordance with Rules 23 of the basic Agreement and are excluded from coverage under this rule.

Engineer Officers on temporary assignments from the Southwest System for less than twenty-eight (28) days shall continue to accrue personal leave in accordance with Rules 23.01 of the BARTLETT and TUSTUMENA Supplemental Agreements and are excluded from coverage under this rule.

Temporary Dispatches for less than 28 days for emergency purposes will be exempt from the above 28 day requirement.

23.12 Funeral Leave. If a death occurs among members of an Engineer's immediate family, the Engineer will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but no more than a total of seven (7) days. The Funeral Leave time will be deducted first from the banked sick leave (ten [10] days maximum) and then from personal leave.

RULE 24 - Holidays

24.03 All holidays will be paid at the eight and four-tenth (8.4) hour rate. Engineer Officers required to work on a holiday will be paid additionally, at the overtime rate for the actual hours worked. The straight time portion of holiday pay shall apply toward minimum guarantee. The overtime portion of pay for a holiday worked and the holiday pay (eight and four-tenth [8.4] straight-time hours) for a holiday which falls on the employee's scheduled time off are not included in calculating minimum guarantee.

RULE 25 - Minimum Guarantee

25.01 The minimum daily pay for all Engineer Officers shall be not less than eight hours straight time pay for each full calendar day the Officer works on board the vessel. To the maximum extent practicable, and consist with the operational scheduling needs of the vessel, crew change days and work assignments under Rule 19 will be scheduled in a manner intended to provide for monthly rates of pay as listed in Rule 17.01(A).

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