

UW –Inlandboatmen’s Union of the Pacific
Thompson Research Vessel Crew
7/1/13 – 6/30/15

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON

AND

THE INLANDBOATMEN’S UNION OF THE PACIFIC

(Thompson Research Vessel Crew Bargaining Unit)

AGREEMENT

by and between the

BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON

and the

INLANDBOATMEN'S UNION OF THE PACIFIC

PREAMBLE

Purpose

The Articles contained herein constitute an Agreement between the University of Washington, Board of Regents, hereinafter referred to as the Employer, and the Inlandboatmen's Union of the Pacific, Puget Sound Region, hereinafter referred to as the Union, governing certain conditions of employment for all classifications covered by the bargaining unit.

Nondiscrimination

In compliance with Federal Law, applicable State Law and State Executive Orders, the University and the Union agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee by reason of age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, creed, national origin, religion, disability, disabled or Vietnam era veteran, marital status, or sexual orientation.

Affirmative Action

In conjunction with Federal and State Executive Orders, the Employer and the Union agree on the need for an affirmative action approach to correct and review any inequities in the employment process. An affirmative action plan requires the Employer to make special efforts to recruit, employ, retain and promote qualified members of groups formerly excluded, even if the exclusion cannot be traced to particularly discriminatory actions on the part of the Employer.

The Union and the Employer agree to abide with and support applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities suffered because of age, sex, race, color, creed, national origin, physical disabilities, or religious beliefs.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the representative of all employees in the bargaining unit serving aboard the research vessel, Thomas G. Thompson, as a result of a certification order by the Higher Education Personnel Board on May 24, 1972, for the purpose of negotiation and interpreting this agreement and settling disputes.

Section 2. The Employer is recognized as the Board of Regents of the University of Washington, acting through its agents, administrators and supervisors as designated by the Board.

ARTICLE 2 – HIRING

The Employer agrees that in hiring classifications covered by this Agreement, to adhere to the applicable state rules.

ARTICLE 3 – UNION DUES

Section 1. The Employer shall provide for payroll deduction of union dues, which are uniformly applied to all members, upon written and signed authorization by the individual employee. Recognized payroll deduction authorization cards shall be signed and shall specify a dollar amount, and those which are submitted to the Employer's payroll office by the 15th day of the month shall become effective as of the first day of the same month.

Section 2. In order to cancel the payroll deduction an employee must file a written notice with the Employer's payroll office and the Regional Director of the Puget Sound region of the Inlandboatmen's Union, thirty (30) days prior to the date of such cancellation. Such cancellation shall take effect on the first of the month following the thirty (30) day period.

Section 3. Semi-monthly the Employer's Payroll Office will transmit the total deducted amount of dues money to the Union's office together with a list of current members on dues deduction.

Section 4. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University for or on account of any deduction made from the wages of such employees.

ARTICLE 4 – SICK LEAVE

Section 1. The basic policy pertaining to leave of absence with pay due to an incapacitating illness or injury shall be that stated in the applicable state rules.

Section 2. For purposes of clarification and uniformity, the following definition of family shall apply:

Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship.

Upon termination of sick leave, crew members shall be returned to the vessel at the Employer's expense as soon as it is practical.

Section 3. Family Medical Leave Act Policy – The Union agrees to follow a change in policy that the University may put in place for all University employees sometime during the life of the Agreement. The policy change will include a redesignation of the calendar year to a rolling twelve month period and may also require employees to utilize accrued leave prior to using leave without pay.

ARTICLE 5 – VACATIONS

Section 1. The vacation policy shall be in accordance with applicable rules pertaining to leaves of absence. Upon the termination of vacation, crew members shall be returned to the vessel at the Employer's expense as soon as it is practical.

Section 2. Vacation days shall be taken at a time mutually agreeable to Employer and employee.

ARTICLE 6 – WAGES

Section 1. Wages:

Effective July 1, 2013, 2.0% across-the- board increase for all employees

Effective July 1, 2014, 2.0% across-the- board increase for all employees

Includes a fifteen per cent (15%) “sea pay” which will be computed in accordance with past practice.

ARTICLE 7 – CLASS SPECIFICATIONS AND SALARY SCHEDULES

Section 1. The Employer shall notify the Union prior to submitting any addition, modification, and/or deletion of a class specification or salary schedule within the bargaining unit to State Human Resources for approval. Such notification shall be for the purpose of considering any objections which may be presented by the Union.

Section 2. The Union shall notify the Employer of any intention to challenge the addition, modification, and/or deletion of any salary schedule or the allocation of any class specification, in order to discuss the reasons for such challenge prior to consideration by the Board.

ARTICLE 8 – CLOTHING

All clothing and equipment which is furnished by the Employer shall remain the property of the Employer, and shall be worn and/or used in accordance with the applicable rules and regulations. Non-compliance may be grounds for disciplinary action.

ARTICLE 9 – BULLETIN BOARDS

Space shall be made available to the Union on designated bulletin boards for the posting of notices and information pertaining to official business. No material shall be posted without the signature of the duly authorized Union representative.

ARTICLE 10 – REIMBURSEMENT FOR LOSS OF PERSONAL PROPERTY

Section 1. The Employer agrees to reimburse any crew member an amount not to exceed the extent of University insurance coverage which is currently \$5000 with \$100 deductible to be paid by the employee for loss of the member’s personal property, where such loss is caused by fire, shipwreck, stranding, sinking or collision involving the Employer’s vessel.

Section 2. In order to make a claim for reimbursement, each individual must provide the owner with an itemized list of his losses including replacement value. Any disputed items will be settled in accordance with the rule of this Agreement dealing with Settlement of Disputes.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

Section 1. Deck and Engine Room Departments. Eight (8) hours shall constitute a day's work. Crew personnel shall be divided into sea watches, each watch standing four (4) hours on duty followed by eight (8) hours off duty. Two (2) such watches shall constitute a day's work. Day crew members, when carried, shall work between the hours of 8:00 a.m. and 4:30 p.m., exclusive of thirty (30) minutes for lunch.

Section 2. In port, at the option of the Master, sea watches may be broken either at twelve noon or midnight, and crew personnel may be assigned to day work between the hours of 8:00 a.m. and 4:30 p.m., exclusive of thirty (30) minutes for lunch. A crew member assigned to a night watch in addition to working an eight hour day shall receive the overtime rate for all night watch hours worked.

Section 3. Steward's Department. Crew personnel in the steward's department while at sea or in port shall perform all of the duties customary to their respective stations, and payment for overtime hours shall be in accordance with applicable state rules.

Section 4. Crew members shall be on continuous pay from the time the vessel leaves the home port until its return, and no days off will be given for the purpose of breaking continuity of pay, unless mutually agreed to by the parties. This shall not apply during periods of annual overhaul and drydocking in an outport.

Section 5. Overtime. In accordance with the applicable state rules, the standard work week is defined as five (5) consecutive eight (8) hour days, Monday through Friday. All work in excess of either eight (8) hours in a day or forty (40) hours in a week, shall be paid at the overtime rate. All work performed outside the assigned sea watch hours as described in Section 1 above shall be paid at the overtime rate.

ARTICLE 12 – MAINTENANCE AND CURE

Section 1. When any member of the crew of the vessel is injured or becomes ill while in the service of the vessel and is entitled to daily maintenance it shall be at the rate of thirty-five dollars (\$35.00) per day. Crew members who become injured or ill while in the service of the vessel, and who are entitled to daily maintenance away from the vessel under the Federal Doctrine of Maintenance and Cure, will not be required to use sick leave prior to receiving unearned wages. Unearned wages cease at the end of a voyage. While not on a voyage, crew members who do not report to work must account for their time by using sick leave, any other accrued leave, or leave without pay. If a crew member becomes eligible for maintenance and cure in respect to any injury or illness that manifests itself during the period of time that the vessel is not on a voyage (for example, while the vessel is in port or in a shipyard), the crew member will be paid unearned wages to the end of the pay period or until the crew member is fit for duty, whichever occurs first.

Section 2. Continuing Disability. If an employee is unable to perform the work of the position or class adequately due to mental, sensory, or physical incapacity, the institution will make a good faith effort to reasonably accommodate the employee's disability.

Section 3. Long Term Disability Insurance. Eligible crew members may participate in any long term disability insurance program offered to classified staff through the University on a self-pay basis.

ARTICLE 13 – SUBSISTENCE AND QUARTERS

When subsistence and quarters are not furnished away from the home port, each crew member will be entitled to an amount commensurate with the University's policy as reflected in the Operations Manual or if the employer opts to arrange for subsistence and quarters the employer shall bear the expense thereof.

ARTICLE 14 – POSTED SAILING TIME

Section 1. When it is determined the vessel's stay in a safe port or moorage will exceed six (6) hours, the sailing time shall be posted. The sailing time will be posted and entered in the log book by the Master within one half (1/2) hour after contacting the chief scientist.

Section 2. Those members not on watch or otherwise working shall, prior to going ashore, notify the deck officer on watch of their intent to leave the vessel and probably time of return.

Section 3. If after the sailing time is posted, the vessel shall sail early, the Employer shall be responsible for any allowable expenses to rejoin the vessel, of the crew member who is left behind including transportation, subsistence, lodging and base pay.

Section 4. The sailing time shall be maintained to reflect any extension in the original time posted in increments of not less than two (2) hours.

Section 5. Crew members shall report on board and be available for duty at least one hour prior to the posted sailing time.

ARTICLE 15 – DISCIPLINE

The parties agree that the Employer shall not discipline, discharge, suspend or demote an employee without just cause. Any employee who is disciplined, discharged, suspended, or demoted will be furnished, in writing, the reasons for the disciplinary action. The employee will have the right to Union representation at any meeting when

discipline may be discussed. The Employer will provide copies of all disciplinary letters to the Union. It is agreed by the parties that discipline will be progressive in nature.

ARTICLE 16 – JOINT LABOR RELATIONS COMMITTEE (JLRC) and GRIEVANCE PROCEDURES

Section 1. It being the desire of both parties to insure a harmonious relationship and to resolve mutual problems before the Grievance Procedure becomes necessary, a Joint Labor Relations Committee (JLRC) is hereby created which will be maintained by the Employer and the Union during the life of this Agreement.

Section 2. This Committee is to be comprised of two (2) or more representatives designated by the Union and two (2) or more representatives designated by the University. Each side of the Committee shall have an equal vote. A quorum of at least two (2) members from each side will be necessary in order for a meeting to be held.

Section 3. Due to the nature of the industry, the Union and the Employer shall designate alternative Committee members to replace those members not available for the regularly scheduled meeting. Each party hereto shall provide the other party with a list of current members and alternates.

Section 4. Union members of the JLRC shall be allowed reasonable release time to attend JLRC meetings. The Employer shall pay employee JLRC representatives for their time attending JLRC meetings (regular day rate as if working on the vessel).

Section 5. The JLRC meetings will be held at the request of either party to discuss and mediate subjects which are pertinent to this Labor Agreement. It is the intent and purpose of this Committee to arrive at equitable solutions to contractual issues and to promote a harmonious working relationship for those who derive their livelihood therein.

Section 6. The meetings of the Joint Labor Relations Committee shall be as follows.

- a) All meetings will be held in Seattle, Washington, unless the parties mutually agree to change the locations.
- b) Minutes will be kept at each meeting, and copies furnished both parties.

Section 7. The duties of the Joint Labor Relations Committee shall be as follows:

- a) To investigate and adjudicate grievances and disputes arising from the administration or interpretation of this agreement.
- b) To carry out such other functions as are assigned to it herein.

Section 8. By majority vote contractual decision of the Joint Labor Relations Committee shall be final and binding on all parties to this Agreement.

Section 9. It shall be the firm intention of the parties to resolve any grievance at the local level. The term "local level" as herein used means "Union Representative and Employer Representative."

Section 10. The grievance procedures of this Agreement shall be the exclusive remedy with respect to any dispute arising between the Union and Employer, and no other remedies may be utilized by any person with respect to any dispute involving this Agreement until the grievance procedures herein have been exhausted.

Section 11. In the event of a dispute arising out of the interpretation of the Agreement, the aggrieved employee, the Union or the Union Steward shall as soon as possible, but in no event more than thirty (30) calendar days after the facts and circumstances actually become known, or in the exercise of reasonable care should have become known, bring his complaint before his immediate supervisor. The employee (or his representative or the Union) and the immediate supervisor shall make every effort to resolve the complaint at this meeting. In the event the immediate supervisor is not the appropriate person to settle the complaint, the complaint may be referred to the Labor Relations Department. In either event the parties shall have (10) ten working days from the date of first referral to settle the dispute or when the vessel arrives in Seattle.

Section 12. Failing to resolve the complaint within ten (10) working days or as stated above, the matter may be referred by either party, in writing, to the Joint Labor Relations Committee (JLRC) at its next scheduled meeting.

Section 13. On termination and discharge grievances the Joint Labor Relations Committee will call a special meeting within ten (10) working days to adjudicate the grievance.

Section 14. In the event the Employer and Union members of the JLRC fail to agree on the dispute before them, such dispute, will be referred within thirty (30) calendar days of the JLRC to the arbitrator for hearing and decision.

ARTICLE 17 – MANAGEMENT RESPONSIBILITIES

Subject to the terms of this Agreement, the Employer, through its designated management personnel, has the right and responsibility to direct and supervise the crew and the overall operation of the vessel, including the responsibility to establish work schedules, to regulate the use of all equipment and property of the University, and to institute rules governing conduct, appearance, dress and work procedures for employees as are reasonably required to maintain the efficiency and safety of the vessel. The Employer shall have the right to take whatever action is deemed necessary to carry out its responsibilities in an emergency situation.

ARTICLE 18 – NO STRIKE/LOCKOUT PLEDGE

The Employer and the Union acknowledge that his Agreement provides, through the Grievance Procedure, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to the objective. Therefore, during the life of this Agreement, the Employer will not cause a lockout of any of the employees as a result of a labor dispute, nor will the Union condone or authorize a work stoppage or any other curtailment of work in the bargaining unit.

Any employee who would refuse to perform his or her duties may be subject to disciplinary action.

ARTICLE 19 – SUBORDINATION OF AGREEMENT AND SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of any court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 20 – DURATION

This Agreement shall become effective July 1, 2013 and remain in force through June 30, 2015. The parties agree to notify each other at least ninety (90) calendar days prior to the anniversary date of the contract, of its intent to negotiate a new Agreement in accord with RCW 41.80.

**Appendix I
Job Classifications**

Job Code	Classification	Pay Table BN Salary Range
8969	MARINE ENGINEER 1 ST ASSISTANT	51G
8970	MARINE ENGINEER 2 ND ASSISTANT	42G
8971	MARINE ENGINEER 3 RD ASSISTANT	39G
8978	MARINER 1	23G
8977	MARINER 2	28G
8974	MATE CHIEF	51G
8975	MATE SECOND	42G
8976	MATE THIRD	39G
8981	MESS ATTENDANT	22G
8972	OILER MARINE	28G
8980	SECOND COOK - BAKER	27G
8979	SHIP'S STEWARD	39G
8973	WIPER	23G

MEMORANDUM OF AGREEMENT
The Inlandboatmen's Union of the Pacific, Puget Sound Region
And
The University of Washington

SUBJECT: The Accrual and Usage of Compensatory Time by Regular/Permanent Staff of the Research Vessel Thomas G. Thompson

1. Background

The University of Washington's College of the Environment operates the Research Vessel Thomas G. Thompson (THOMPSON). The THOMPSON is owned by the Office of Naval Research and scheduled and funded by the National Science Foundation (NSF). The University employs a staff of 21 permanent positions to crew the ship. Crew members generally work two months continuously on the ship followed by two months of "shore leave", in which they perform no work. Crew members typically elect to use accrued annual leave and accrued compensatory time ("comp time") to continue their income while on shore leave.

Due to limitations placed upon the University by the National Science Foundation, the University may only hire one permanent employee for each crew position. When a permanent crew member is on shore leave, the THOMPSON continues to operate, and the crew member's duties must continue to be performed. Some crew members possess experience and skill that allows them to temporarily assume the duties of senior crew positions while their incumbents are on shore leave, a practice known as "sailing up". When sailing up, the junior crew member temporarily takes on additional, higher level duties and receives a pay increase commensurate with that higher level work. However, under the University's current pay practices, crew members on shore leave and using comp time accrued while sailing up are not paid for the comp time at their sailing up rate. Instead, they are paid at the lower rate of their regular, permanent position.

2. Proposal

The University wishes to put a new pay practice in place that would allow crew members to realize the full value of comp time accrued while sailing up. The University proposes to permit the THOMPSON's permanent/regular crew to convert their comp time hours earned at their pay rate while sailing up into a dollar value which would then be paid out to the person at their regular pay rate while on shore leave. The proposed conversion will be calculated as follows:

a. Comp time value (in dollars):

(Hours of accrued comp time) * (sailing up pay rate) = total comp time value

b. Hours of comp time available for use during shore leave:

(Total comp time value) / (regular pay rate) = total comp time hours

We believe the crew of the THOMPSON will view this proposed practice in a very positive light, and presuming there are no concerns, would like to put this new practice into place effective retroactively to the pay period beginning October 1, 2013.